



Ref: SBI/AC/2018-19/005 dated : 11/03/2019
**(RFP for Procurement of Endpoints {Automated Deposit-
cum-Withdrawal Machines (ADWMs), i.e. Cash
Recyclers} with Support Services – Phase XIII)**

**State Bank of India,
Anytime Channels Dept.,
9th Floor, Air India Building,
Nariman Point Mumbai – 400 021.
(Maharashtra) INDIA**

**Annexure I
Notice Inviting e-Tender**

RFP for Procurement of Endpoints {Automated Deposit-cum-Withdrawal Machines (ADWMs), i.e. Cash Recyclers} with Support Services – Phase XIII

Procurement of captioned RFP shall be undertaken through Online e-Tender Portal:
<https://sbi.abcpocure.com>.

Basic Details

| | |
|--|--|
| Department | State Bank of India, Anytime Channels Dept., 9th Floor, Air India Building, Nariman Point Mumbai – 400 021. |
| Reference No | SBI/AC/2018-19/005 dated 11/03/2019 |
| Brief scope of work | RFP for Procurement of Endpoints {Automated Deposit-cum-Withdrawal Machines (ADWMs), i.e. Cash Recyclers} with Support Services – Phase XIII |
| Details Scope of work | As per appendix -6 – Single Field confirmation required. |
| Product / Service / Work Keyword* | Endpoints (ADWMs) with Support Services |
| Stage | Two Stages : PQB and Price Bid |
| Envelope(s) | As per check-list Given |
| Bid Validity period (in days) | 180 days |
| Download Document | After login |
| Type of Contract | Goods and Services |
| Project Duration / Delivery or Completion period | Seven years (extendable at the Bank's discretion upto 10 years) |
| Digital Certificate Required | Yes |

Bid submission configuration

| | |
|------------------------|---------------|
| Bid Evaluation | Multiple item |
| Mode of bid submission | Online |
| Bidding access | Open |
| Base currency | INR |
| Bidding Type | NCB/Domestic |

RFP for Procurement of Endpoints (ADWMs) with
Support Services – Phase XIII



| | |
|----------------|--|
| Consortium | Do not allow |
| Bid Withdrawal | Allow Upto the Date and time of Bid submission date and time |

Key configuration

| | |
|-------------------------|---------|
| Bidding Variant* | Buy |
| Pre-Bid meeting | Allow |
| Mode of pre-bid meeting | Offline |

Dates Configuration :

| | |
|-----------------------------------|------------------|
| Document downloading Start date | 11.03.2019 11.00 |
| Document downloading end date | 11.04.2019 15.00 |
| Bid submission start date | 03.04.2019 11.00 |
| Bid submission end date | 11.04.2019 15.00 |
| Bid opening date | 11.04.2019 15.30 |
| Pre-Bid Query Submission End Date | 19.03.2019 11.00 |
| Pre-Bid Meeting start date | 27.03.2019 11.00 |
| Pre-Bid Meeting end date | 27.03.2019 13.00 |
| Pre-Bid response date | 03.04.2019 15.00 |

Pre-bid requirements :

Step :

(a) Pre-Bid queries to be obtained Online

| Vendor Name@ | Sl. No | Appendix | Page No | Clause No. | Existing Clause | Query/Suggestions |
|--------------|--------|----------|---------|------------|-----------------|-------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

@ Vendor Name should not be visible to Bidder but should be available to the Bank for download.

NB : Bidder should be allotted to submit the Pre-bid queries in the form given above. No separate upload of file (any type) should be permitted.

(b) Offline Pre-bid meeting : Pre-Bid Meeting Venue :

**State Bank of India,
Anytime Channels Dept.,**

9th Floor, Air India Building,
Nariman Point Mumbai – 400 021.
Maharashtra - India

(c) Bank will share the responses to the queries requires to be uploaded at Online at the site

| Sl. No | Appendix | Page No | Clause No. | Existing Clause | Query/Suggestions | Bank Responses to the queries |
|--------|----------|---------|------------|-----------------|-------------------|-------------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

(d) During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received through Online e-Tender Portal.

(e) Bank will share the amendment(s), If any to be published at Online Site

1. Tender Fee:

Pay Non-Refundable Tender Fee of Rs.25000 Online through <https://sbi.abcpurchase.com> against this RFP.

2. Documents Submission :

(i) Earnest Money Deposit :

Offline : The EMD for an amount of Rs.10,00,000 in the form of Bank Guarantee (valid for 18 months from the date of bid opening date), to be submitted physically to :

The Deputy General Manager (ATM-I&S), State Bank of India, Anytime Channels Dept., 9th Floor, Air India Building, Nariman Point Mumbai – 400 021., Maharashtra by **11/04/2019 15.00 hours** subscribed “**EMD for RFP No : SBI/AC/2018-19/005 dated 11/03/2019**” and subsequent amendments thereto. “

Bank Guarantee [on the lines of **Appendix-8**], issued by Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI would be acceptable.

(ii) Pre-Contract Integrity Pact :

Pre-Contract Integrity Pact duly stamped and signed by the Bidder on each page and witnessed by two persons as per proforma at **Appendix-15** to be submitted physically to :

The Deputy General Manager (ATM-I&S), State Bank of India, Anytime Channels Dept., 9th Floor, Air India Building, Nariman Point Mumbai – 400 021., Maharashtra **by 11/04/2019 15.00 hours subscribed “Pre-Contract Integrity Pack” for RFP No : SBI/AC/2018-19/005 dated 11/03/2019** and subsequent amendments thereto.

3. Non-submission of EMD (offline) and Pre-Contract Integrity Pact duly stamped and signed by the Bidder before date and time mentioned above will render the Bidder disqualified for further process of procurement.

Check-List :

Part - I

NB : Each compliance submission of Single and Multiple Fields are mandatory and final submission should be with digital certificate.

@ Single Field Confirmation : At each Single field submission, confirmation be sought as “ We, have read, examined, understood and agree to execute works without any qualification in any manner and on the terms and conditions stipulated in Appendixes “

| Appendix No | Matter | e-tender item to be made available as | Single@ /Multiple Fields (each field wise) mandatory Compliance | Upload Documents duly signed by authorized signatory with seal on the letter head of Company without any change in its contents. |
|-------------|---------------------------------------|---------------------------------------|---|--|
| 3 | Bidder's Eligibility criteria | Form | Multiple | All required documents |
| 3-1 | Annual Turnover-Profit | Form | Multiple | --- |
| 3-2 | Bidder's Declaration | Line | Single | Appendix 3-2 |
| 3-3 | Client Certificate | Line | Single | Appendix 3-3 |
| 3-4 | Similar Projects | Form | Multiple | ---- |
| 3-5 | Client Certificate | Line | Single | Appendix 3-5 |
| 3-6 | Client Certificate | Line | Single | Appendix 3-6 |
| 3-7 | OEM-Certificate | Line | Single | Appendix 3-7 |
| 3-8 | Support Details | Form | Multiple | --- |
| 3-9 | MVS-EPS-OMS Support Certificate | Line | Single | Appendix 3-9 |
| 4 | Technical & functional specifications | ---- | ----- | Technical literature / documents |
| 4a | Technical Bid-HW | Form | Multiple | |
| 4b | Technical Bid-SW | Form | Multiple | |

RFP for Procurement of Endpoints (ADWMs) with
Support Services – Phase XIII



| | | | | |
|-----|-----------------------------------|------|----------|-------------|
| 4c | Technical Bid-Servcs | Form | Multiple | |
| 5 | Bidder details | Form | Multiple | |
| 7 | Indicative Commercial Bid | Form | Multiple | |
| 7-1 | Tax Rate | Form | Multiple | |
| 7-2 | SIS | Form | Multiple | |
| 14 | Pre Bid Query Online | Form | Multiple | ---- |
| 16 | Undertaking of Authenticity | Line | Single | Appendix-16 |
| 17 | Manufacturers' Authorization Form | Line | Single | Appendix-17 |
| 18 | Local Content Certificate | Line | Single | Appendix-18 |

Part - II

We, have read, examined, understood and agree to execute works without any qualification in a manner and on the terms and conditions stipulated in the respective Appendixes as per RFP No : SBI/AC/2018-19/005 dated 11/03/2019 and amendment thereto.

| Appendix No | Appendix Description | Compliance |
|----------------|---|------------|
| | | Yes/No |
| Appendix-1 | Terms and conditions | |
| Appendix-2 | Bid Form | |
| Appendix-4-1 | Technical Bid Rules | |
| Appendix-4-2 | Acronyms | |
| Appendix-6 | Scope of work | |
| Appendix-7a | Payment Terms | |
| Appendix-8 | Format for Bank Guarantee as Earnest Money Deposit | |
| Appendix-9 | Format for submission of Performance Bank Guarantee | |
| Appendix-10a | Proforma of successful Installation of endpoint | |
| Appendix-10b.1 | Proforma of Commission and acceptance - OEM-Native | |
| Appendix-10b.2 | Proforma of Commission and acceptance - MVS-EPS | |
| Appendix-11 | Penalties and SLA terms | |
| Appendix-12 | SLA Agreement | |
| Appendix-13 | Non-disclosure Agreement | |
| Appendix-15 | Pre-Contract Integrity Pact | |

Terms and Conditions:

Table of Contents:

| | | |
|-----|--|----|
| 1. | <i>Invitation to Bid:</i> | 3 |
| 2. | <i>Disclaimer:</i> | 4 |
| 3. | <i>Definitions:</i> | 5 |
| 4. | <i>Scope of Work:</i> | 7 |
| 5. | <i>Eligibility Criteria, Technical & Functional Specifications, & Compliances:</i> | 7 |
| 6. | <i>Cost of Bid document:</i> | 8 |
| 7. | <i>Clarification and amendments on RFP/Pre-Bid Meeting</i> | 8 |
| 8. | <i>Contents of bidding document:</i> | 9 |
| 9. | <i>Earnest Money Deposit (EMD):</i> | 9 |
| 10. | <i>Bid Preparation and Submission:</i> | 10 |
| 11. | <i>Deadline for submission of Bids :</i> | 12 |
| 12. | <i>Modification and Withdrawal of Bids:</i> | 13 |
| 13. | <i>Period of Validity of Bids:</i> | 13 |
| 14. | <i>Bid integrity:</i> | 13 |
| 15. | <i>Bidding process/Opening of Technical Bids:</i> | 14 |
| 16. | <i>Technical Evaluation:</i> | 14 |
| 17. | <i>Evaluation of Price Bids and Finalization:</i> | 15 |
| 18. | <i>Contacting the Bank:</i> | 19 |
| 19. | <i>Award Criteria:</i> | 19 |
| 20. | <i>Powers to Vary or Omit Work:</i> | 20 |
| 21. | <i>No Waiver of Bank Rights or Successful Bidder's Liability:</i> | 21 |
| 22. | <i>Change in Orders:</i> | 21 |
| 23. | <i>Contract Amendments:</i> | 22 |
| 24. | <i>Bank's Right to Accept Any Bid and to Reject Any or All Bids:</i> | 22 |
| 25. | <i>Documentary Evidence Establishing Bidder's Eligibility and Qualifications:</i> | 23 |
| 26. | <i>Performance Bank Guarantee:</i> | 23 |
| 27. | <i>System Integration Testing & User Acceptance Testing:</i> | 24 |
| 28. | <i>Country of Origin / Eligibility of Goods & Services:</i> | 24 |
| 29. | <i>Delivery, Installation, Commissioning & Documentation:</i> | 24 |
| 30. | <i>Services:</i> | 27 |
| 31. | <i>Warranty and Annual Maintenance Contract:</i> | 28 |
| 32. | <i>Compliance with IS Security Policy:</i> | 30 |
| 33. | <i>Penalty/SLA conditions:</i> | 30 |
| 34. | <i>Right to Verification:</i> | 30 |
| 35. | <i>Purchase Price:</i> | 30 |
| 36. | <i>Inspection and Quality Control Tests</i> | 31 |
| 37. | <i>Right to Audit:</i> | 32 |
| 38. | <i>Insurance:</i> | 33 |
| 39. | <i>Validity of Agreement:</i> | 34 |
| 40. | <i>Limitation of liability:</i> | 34 |
| 41. | <i>Confidentiality:</i> | 34 |
| 42. | <i>Delay in the Vendor's Performance:</i> | 35 |
| 43. | <i>Vendor's obligations:</i> | 35 |
| 44. | <i>Technical Documentation:</i> | 36 |
| 45. | <i>Patent Rights/Intellectual Property Rights:</i> | 37 |
| 46. | <i>Liquidated Damages:</i> | 37 |
| 47. | <i>Conflict of Interest:</i> | 38 |
| 48. | <i>Fraud & Corrupt Practices:</i> | 39 |
| 49. | <i>Termination for Default:</i> | 40 |
| 50. | <i>Force Majeure:</i> | 41 |
| 51. | <i>Termination for Insolvency:</i> | 42 |
| 52. | <i>Termination for Convenience:</i> | 42 |

| | | |
|-----|---|----|
| 53. | <i>Disputes/Arbitration [applicable in case of successful Bidder only]:</i> | 42 |
| 54. | <i>Governing Language:</i> | 43 |
| 55. | <i>Applicable Law:</i> | 43 |
| 56. | <i>Taxes and Duties:</i> | 43 |
| 57. | <i>Tax deduction at Source:</i> | 44 |
| 58. | <i>Right to use defective product:</i> | 45 |
| 59. | <i>Tender Fee:</i> | 45 |
| 60. | <i>Notices:</i> | 45 |
| 61. | <i>Other terms and conditions:</i> | 45 |

All the procurements under this RFP will be for the period of seven years which can be extended upto 10 years, at the sole discretion of the Bank.

1. Invitation to Bid:

- 1.1. **State Bank of India**, herein after referred to as '**SBI/ the Bank**', is having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, etc. of State Bank of India and branches/other offices located in India and foreign, other exchange companies available at various locations and managed by the Bank) collectively referred to as **State Bank Group or 'SBG'** hereinafter. This Request for Proposal (RFP) has been issued by **the Bank** for procurement of 5000 Automated Deposit-cum-Withdrawal Machines (ADWMs) with Support Services, for installation across the length and breadth of the country, with the scope for upto 20% additional machines (1000), if required, at the sole discretion of the Bank. Out of 5000 ADWMs, 4500 are against replacement of earlier installed endpoints and 500 to be used to meet exigency requirements like replacement of damaged/ vandalized endpoints or new installations as per Bank's requirements. However, the Bank reserves the right to change the number under new/ replacement/ damaged/ vandalized endpoints or installations of ATMs at VVIP locations models mentioned above. If the Bank decides to procure the additional machines, Bank will be free to decide whether they will be installed as new installations, against replacement of old machines or as additional machines. This RFP is also for procurement of Managed Services (MS) in addition to the ADWMs from the OEMs/ Suppliers of the machines till the AMC periods. However, the Bank is free to entrust the MS to another vendor at any stage in the interest of the Bank.
- 1.2. In order to meet the endpoints (ADWMs) and support services, the Bank proposes to invite tenders from eligible vendors to undertake supply, installation, testing, commissioning and maintenance of hardware as per details/**scope of work** mentioned in Appendix 6 of this RFP document.
- 1.3. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in Appendix-3 of this RFP and willing to provide the goods and services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).
- 1.4. Address for submission of Bids, contact details including email address for sending communications are given in the Notice Inviting e-tender Annexure I of this RFP document.

- 1.5. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the endpoints (ADWMs) and Support Services desired in this document. The proposed (ADWMs) and Support Services must integrate with Bank's existing infrastructure seamlessly.
- 1.6. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- 1.7. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for supply of (ADWMs) and Support Services for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed (ADWMs) and Support Services adhering to Bank's requirements outlined in this RFP.

2. Disclaimer:

- 2.1. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this RFP document.
- 2.2. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.
- 2.3. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- 2.4. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

- 2.5. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- 2.6. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- 2.7. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required by the bidding document or to submit a Bid not substantially responsive to the bidding document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

3. Definitions:

In this connection, the following terms shall be interpreted as indicated below in the RFP :

- 3.1. **“Bank / Purchaser / SBI”** ‘means State Bank of India (Corporate Center at Mumbai), various other offices (LHOs/Head Offices/Administrative Offices/Regional Business Offices/Global Link Services, Global IT Centre etc.) of State Bank of India, domestic and foreign branches/other offices, other exchange companies available at various locations and managed by the Bank.
- 3.2. **“Applicant/ Bidder/ Service Provider/System Integrator”** means an eligible entity/ firm submitting a Proposal/the Bid in response to this RFP. The Bidder means an OEM (Original Equipment Manufacturer) or their Authorised Distributors/ Agents in India and must be an Indian firm / company/ organization registered under Companies Act.
- 3.3. **“Proposal/ Bid”** means the written reply or submission of response to this RFP.
- 3.4. **“The Contract”** means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 3.5. **“Vendor/ Supplier/ Contractor/ Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as one of the Successful Bidder(s) as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank.

- 3.6. **“Endpoint Provider”** means the Vendor who has supplied/is to supply the Endpoints to the Bank.
- 3.7. **“Automated Deposit-cum-Withdrawal Machines (ADWMs)”** means – Bank has re-defined the name of Cash Recyclers as Automated Deposit-cum-Withdrawal Machines (ADWMs).
- 3.8. **“Solution Provider”** means the Vendor Selected by the Bank for implementation of Multi-Vendor Software Solution and Endpoint Protection Solution.
- 3.9. **“Service Providers”** shall mean Solution Provider and Endpoints Provider.
- 3.10. **Project Cost and Total Cost of Ownership : “The Contract Price/ Project Cost”** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- 3.11. **“The Equipment / Endpoint / Machine / Product/ Cash Recycler/ Recycler/Automated Deposit-cum-Withdrawal Machines, i.e. Cash Recyclers/Cash Point”** means all the hardware, it's all components, peripheral apparatus, associated software/ firmware/ operating software, Software Agent(s) which the Vendor is required to supply to the Bank under the RFP / Contract. “
- 3.12. **“OEM Native Application”** means an application provided by Endpoint Provider to run the Endpoint (ADWMs) (excluding OS, Firmware, Middleware, Device drivers, CEN XFS, Terminal Diagnostic Tools/Utilities etc), following NDC or DDC message emulation protocol.
- 3.13. **“The Services”** means those services ancillaries to the supply of the equipment/ product, such as testing, transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, certifications, auditing, maintenance, its support, troubleshooting and other such obligations of the Vendor covered under the Contract.
- 3.14. **“The Project”** means supply, installation, testing and commissioning, integration of computer hardware and services with support under Warranty and annual maintenance contract, if required for the contract period.
- 3.15. **“The Project Site”** means locations where supply and services as desired in this RFP document are to be provided.

- 3.16. **“Annual Maintenance Contract (AMC)”** means It would be the annual cost of maintenance of equipment (Hardware & Software) and Services associated thereto.
- 3.17. **“RFP” means** The request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.
- 3.18. **“ATS”** means Annual Technical Support Services required especially at endpoint level to keep the endpoint up and running smoothly and without interruption.
- 3.19. **“VIP Endpoints”** are those endpoints which have been installed at Prime/ VIP/ High-hit locations like Airports, In-touch Branches, E-corners/ e-lobby, Railway/ Metro Stations, Shopping Malls, Market Areas, Tech Parks, Important/ main Bank Branches or any other location as identified by the Circles. Bank shall identify specific endpoints not exceeding 20% of the endpoints at the whole Bank level as ‘VIP Endpoints’ The list of VIP Endpoints can be reviewed by the Bank at Quarterly intervals.
- 3.20. **“Regular Endpoints”** are all the other endpoints not included in the VIP category.

4. Scope of Work:

As given in **Appendix-6** of this document.

5. Eligibility Criteria, Technical & Functional Specifications, & Compliances:

- 5.1. Bid is open to all Bidders who meet the eligibility criteria and Technical & functional specifications as given in **Appendix-3 & Appendix-4(a), (b) and (c)** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- (a) If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP.
- (b) Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.
- (c) There cannot be two bids proposing the same Endpoint OEM.
- 5.2. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed by the Govt. of India (**Appendix-15**) duly signed by the Bidder on each page and witnessed by two persons. The agreement shall be stamped as applicable in the State where it is executed.

Bid submitted without PRE-CONTRACT INTEGRITY PACT, as per the format provided in RFP, shall not be considered

6. Cost of Bid document:

6.1. The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

7. Clarification and amendments on RFP/Pre-Bid Meeting

7.1. Bidder requiring any clarification of the bidding document may notify through On-line e-tender Portal **strictly as per the format given in Appendix-14** within the date/time mentioned in the schedule of events.

7.2. A pre-Bid meeting will be held on the date and time specified in the schedule of events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.

7.3. The queries received (without identifying source of query) and response of the Bank thereof will be posted at the e-tender portal and/ or on the Bank's website.

7.4. SBI reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding document, by amendment which will be made available to the Bidders by way of corrigendum/addendum through the Bank's Website and /or e-tender portal. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.

7.5. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.

7.6. Queries received after the scheduled date and time will not be responded/acted upon.

8. Contents of bidding document:

- 8.1. The Bidder must thoroughly study/ analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
- 8.2. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- 8.3. Nothing in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto.
- 8.4. The information provided by the Bidders in response to this RFP will become the property of SBI and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal

9. Earnest Money Deposit (EMD):

- 9.1. The Bidder shall furnish EMD for the amount and validity period mentioned in Annexure I – Notice Inviting e-Tender.
- 9.2. EMD is required to protect the Bank against the risk of Bidder's conduct.
- 9.3. The EMD may be in the form of Bank Guarantee [as per the Proforma given on Appendix-8] issued by a Scheduled Commercial Bank in India, other than State Bank of India. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI would be acceptable.
- 9.4. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.
- 9.5. Upon notification of award to the Successful Bidder(s), EMD of each unsuccessful Bidder will be discharged and returned within 4 weeks.
- 9.6. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee for the amount and validity which should be strictly on the lines of format placed at

Appendix-9.

9.7. No interest is payable on EMD.

9.8. The EMD may be forfeited :

- a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
- b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
- c) if the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time period in the RFP/ Purchase Order.

9.9. The EMD may be forfeited :

If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/ this department, in future, as per sole discretion of the Bank.

10. Bid Preparation and Submission:

10.1. e-Tendering :

10.1.1. This tender will follow e-Tendering process [e-bids] as under which will be conducted by Banks' authorised e-Tendering Vendor M/s. e-Procurement Technologies Ltd. [Auction Tiger] through their Website as per Check-list as per Notice Inviting Tender Annexure-I.

- 10.1.1.1. Vendor Registration.
- 10.1.1.2. Publish of Tender
- 10.1.1.3. Online Pre-Bid Queries
- 10.1.1.4. Pre-Bid Meeting : Offline
- 10.1.1.5. Online Response of Pre-Bid Queries.
- 10.1.1.6. Corrigendum/Amendment (if required)
- 10.1.1.7. Bid Submission
- 10.1.1.8. Tender Opening
- 10.1.1.9. Pre-Qualification
- 10.1.1.10. Tender Evaluation
- 10.1.1.11. Reverse Auction with Qualified bidders.
- 10.1.1.12. Tender Award.

- 10.1.2. Representative of Vendors will be given training for e-Tendering by M/s.e Procurement Technologies Ltd (Auction Tiger).

The Vendors are required to have digital certificates well in advance to participate in e-Tendering to be conducted by M/s. e-Procurement Technologies Ltd. [Auction Tiger].

Vendors will have to abide by e-Business rules framed by the Bank in consultation with M/s. e-Procurement Technologies Ltd (Auction Tiger).

- 10.1.3. No consideration will be given to e-bids received after the date and time stipulated and no extension of time will normally be permitted for submission of e-Bids. Bank reserves the right to accept in part or in full or extend or reject the entire e-bid and cancel the entire tender without assigning any reason thereof at any stage.

- 10.1.4. The decision of the bank in regard to this tender shall be final and binding on all the bidders. All disputes or differences in connection with this tender shall be subject to the jurisdiction of the courts at Mumbai only.

- 10.1.5. Bidders may please note :

10.1.5.1. The Bidder should quote for the entire package on a single responsibility basis for hardware / software / services, Software Solution/ services it proposes to supply.

10.1.5.2. While submitting the Technical Bid, literature on the hardware and its associated operating software, Software Solution/ service should be uploaded.

10.1.5.3. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.

10.1.5.4. The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be uploaded.

10.1.5.5. Bids are liable to be rejected if only one (i.e. Technical Bid or Indicative Price Bid) is received.

10.1.5.6. Prices quoted by the Bidder shall remain fixed for the period during the terms of contracts and shall not be subjected to variation on any account, including exchange rate fluctuations and

custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

10.1.5.7. If deemed necessary the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.

10.1.5.8. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.

10.1.5.9. The Bidder must provide specific and factual replies to the points raised in the RFP.

10.1.5.10. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract and to be uploaded in the portal.

10.1.5.11. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder's Company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature and to be uploaded in the portal.

10.1.5.12. Any inter-lineation, erasures or overwriting shall be valid only if these are initialed by the person signing the Bids.

10.1.5.13. The Bank reserves the right to reject Bids not conforming to above.

10.1.5.14. All the envelopes shall be addressed to the Bank and uploaded at the address given as per Notice Inviting e-Tender – Annexure I and should have name and address of the Bidder.

11. Deadline for submission of Bids :

11.1. Bids must be received at the portal and by the date and time mentioned in the Notice Inviting e-Tender – Annexure I.

11.2. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.

11.3. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted at the portal by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

- 11.4. Any Bid received after the deadline for submission of Bids prescribed at the portal, will be rejected.

12. Modification and Withdrawal of Bids:

- 12.1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received at the portal, prior to the deadline prescribed for submission of Bids.
- 12.2. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- 12.3. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the bidder.

13. Period of Validity of Bids:

- 13.1. Bids shall remain valid for 180 days from the date of reverse auction. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.
- 13.2. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.
- 13.3. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

14. Bid integrity:

- 14.1. Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of SBI. The Bidders shall be deemed to license, and grant all rights to SBI, to reproduce the whole or any portion of their equipment for the purpose of evaluation, to disclose the contents of submission to other Bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

15. Bidding process/Opening of Technical Bids:

- 15.1. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the Notice Inviting e-Tender as per Annexure I.
- 15.2. In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP, will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for commercial Bid opening and further RFP evaluation process.
- 15.3. The Bank will examine the Bids to determine whether they are complete, and all documents/appendix(es) stated in Notice Inviting e-Tender as per Annexure I have been submitted, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- 15.4. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding document in toto, without any deviation.
- 15.5. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 15.6. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Software, service, hardware, operating software/firmware proposed to be offered by them.
- 15.7. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

16. Technical Evaluation:

- 16.1. Technical evaluation may include technical information submitted as per technical Bid format, demonstration of proposed product/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/ superior features of their product. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank, the capability of the Equipment, Software and Services to support all the required functionalities at their cost in their lab or those at other organizations where similar product is in use.

- 16.2. The Bank reserves the right to evaluate the Bids on technical & functional parameters including factory/workplace visit and witness demos of the system and verify functionalities, response times, etc.
- 16.3. Bank may evaluate the technical and functional specifications of all the equipment quoted by the Bidder.
- 16.4. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.
- 16.5. The evaluation may also take into account:
- 16.5.1. 'The product to be supplied/services offered by the Bidder to any noticeable bank in India. The Bidder should furnish the details.
 - 16.5.2. Does the proposed product handle the projected volumes and offers a proven solution to meet the requirements.
 - 16.5.3. Is the product offered by the Bidder a complete system or does it have integrations with third party solutions.
 - 16.5.4. Upgrade(s) assurance by the Bidder as per requirements of the Bank for the duration of the project.
 - 16.5.5. Capability of the proposed product to meet future requirements outlined in the RFP.
 - 16.5.6. Support on open platforms and product based on latest technology (both hardware, software, operating software/firmware, database).
 - 16.5.7. Bidder support facilities: Support requirement like online support/ email support/ offline support, time period.
 - 16.5.8. Bidder will support the Bank as required in peak days of business (month-end and start of the month) and during switching over process from PR to DR and vice versa.
 - 16.5.9. Bidder should comply with the mandatory requirements as given in appendix 4(a), 4(b) and 4(c).

17. Evaluation of Price Bids and Finalization:

- 17.1. The envelope containing the indicative Commercial Bids of only those Bidders, who are short-listed after technical evaluation, would be opened.
- 17.2. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank, details of which are given in Notice Inviting e-Tender – Annexure I.

17.3. Shortlisted Bidders shall be willing to participate in the reverse auction process and must have a valid digital signature certificate. Such Bidders will be trained by Bank's authorized service provider for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorised service provider. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.

17.4. Successful Bidders (L1/ L2 etc.) will be selected on the basis of total of the price evaluation as quoted in the Reverse Auction and not on the basis of individual components of the Price Bid.

After the Reverse Auction, the Bidder(s) will be required to submit the confirmation of the price quoted by him in the Reverse Auction within 24 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action.

17.5. As the Bank has already decided to implement MVS in entire ATM network, testing and pilot run for which is already underway, the Bank is requested the bidder to quote in the indicative commercial bid for Cash Recyclers, Hardware and Software separately. In case MVS testing and pilot run is completed during the implementation/ rollout of Phase-XIII Cash Recyclers, the Bank may opt to buy further Cash Recyclers without OEM Native application and its AMC thereon and will not pay for OEM Native application and AMC on OEM Native Application in respect of Cash Recyclers ordered thereafter. On existing Cash Recyclers, where Cash Recyclers were made operational with OEM native application, the Bank on installation of MVS and EPS, shall pay proportionately for AMC on OEM Native application till it is used.

17.6. The basis of arriving at the item-wise price break-up i.e price of individual components to the discovered price in reverse auction shall be in the same proportion as was given in the Indicative Commercial Bid, which shall be advised to the selected bidder by Bank while issuing the Purchase Order.

This is explained by way of an example below:

Example : (Will apply also to sub-items under each Serial Number)

Illustration

| Particulars | Indicative Price Bid Quote (INR) | Proportion to Total Cost (in %age) | L1 Price (INR) | Final price should |
|-------------|----------------------------------|------------------------------------|----------------|--------------------|
| | | | | |

| | | | Through reverse auction | be (INR)* |
|--|------------|------------|-------------------------------|--------------|
| A | B | C | D | E |
| (1) Sr.No.1 | 25 | 13.16 | | 9.87 |
| (2) Sr.No.2 | 50 | 26.32 | | 19.74 |
| (3) Sr.No.3 | 75 | 39.47 | | 29.60 |
| (4) Sr.No.4 | 40 | 21.05 | | 15.79 |
| (5) Grand Total (1 + 2 + 3 + 4) | 190 | 100 | 75 | |

Site Installation and Modification Services : SIS

Bidder shall submit price for each element of the items listed under Appendix 7-2 of this RFP. In the final price (Unit rate) of Site Installation and Modification Services-SIS as per Sr.No.4a submitted by the Bidder after the reverse auction, the prices of individual elements of SIS should be in the same proportion as given in the Appendix 7-2 submitted along with the Indicative Price Bid.

17.7. Basis of Allotment :

Bank will follow the guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) issued vide Central Vigilance Commission Order No. 018/VGL/022-377353 dated April 20, 2018 and basis of allotment will be done in terms of instructions on Public Procurement (Preference to Make In India), Order, 2017 – Revision; regarding issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P-45021/2/2017(BE-II) dated May 28, 2018. Salient features are given below –

(a) Among all qualified bids, the lowest bid (as quoted in reverse auction) will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

(b) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c)'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum 50% local content.

(d)'Local content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

For this RFP, for the purpose of deciding the local content, the local content of the Cash Recyclers with native application only shall be considered.

For same, Bidder to upload a certificate as per Appendix-18 from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number and seal, countersigned by bidder and OEM.

(e)'Margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

(f)Verification of local content – The local supplier at the time of tender, bidding or solicitation shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

(g)Decisions on complaints relating to implementation of the above shall be taken by the competent authority which is empowered to look into procurement related complaints relating to the procuring entity.

(h)Bidders are required to adhere all the Clauses relating to Public Procurement (Preference to Make In India), Order 2017 issued by Govt. of India from time to time. Bank reserves its rights to initiate appropriate action for false declaration made by any bidder, in accordance with the terms & conditions of the RFP including Public Procurement (Preference to Make In India), Order 2017 or available under any other law time being in force.

(i)In case no local suppliers available for the captioned RFP; the allocation shall be done as under :

Allocation between L1 and L2 will be in the ratio of 70:30 based on the Total Cost of Ownership quoted in the Reverse Auction, provided L2 matches not only Reverse Auction price of L1 but also matches the L1 prices worked out after reverse auction in respect of line items of the Indicative Commercial Bid.

If L2 refuse, then the offer will be made to L3 and so on.

In the event L2/L3 and so on, are not willing to take, entire procurements will be awarded to L1.

18. Contacting the Bank:

- 18.1. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time, the Contract is awarded.
- 18.2. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

19. Award Criteria:

- 19.1. Bank will notify successful Bidder **(L1, L2 etc.)** in writing by letter or email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the Bank within **2 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- 19.2. The notification of award will constitute the formation of the Contract.
- 19.3. Until the execution of a formal contract, the Bid document, together with the Bank's **notification of award** and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder(s).
- 19.4. The successful bidder shall be required to enter into a Bank's Standard contract/ SLA Service Level Agreement as provided in Appendix 12 and clauses provided in RFP with the Bank, within 30 days from the date of issuance of Purchase Order or within such extended period as may be decided by the Bank along with the letter of acceptance, Non-Disclosure Agreement, Performance Bank Guarantee for the amount and validity as desired in para 26 (i) and strictly on the lines of format given at **Appendix-9** and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. The contract/ agreement will be based on Bidders' offer document with all its enclosures, modifications arising out of negotiation /clarifications etc and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc.

- 19.5. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- 19.6. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- 19.7. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.

20. Powers to Vary or Omit Work:

- 20.1. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.
- 20.2. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

20.3. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail.

21. No Waiver of Bank Rights or Successful Bidder's Liability:

21.1. Neither any sign-off, nor any payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Bank shall affect or prejudice the rights of Bank against the finally selected Bidder(s), or relieve the finally selected Bidder(s) of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful Bidder(s) for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Bank nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful Bidder against Bank.

22. Change in Orders:

22.1. The Bank may, at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:

- 22.1.1. Method of shipment or packing;
- 22.1.2. Place of delivery;
- 22.1.3. Quantities to be supplied subject to 20 % above or below the originally declared quantities.

22.1.4. If due to lack of technical feasibility or lack of commercial viability or due to unforeseen circumstances, the Bank finds that it is unable to buy certain components or services, or will need to substitute one component or service with another, the Bank may change the quantities beyond 20 % plus or minus in respect of following items. The Bank also reserves the right to discontinue the following products/services in respect of following items, during the term of the contract :

| Price Bid Item No. | Description of Product/Service | If the Need for Variation Arises |
|---------------------------|--|--|
| 1 c and d | Perpetual Client License - OEM Native Application with warranty and its AMC for six years. | On account of implementation of Multi-Vendor Software on Endpoints (Cash |

| | | |
|-----------------|--|--|
| | | Recyclers) . Bank shall pay for the proportionate amount for the actual requirements/services availed. |
| 2 a | ATS for 7 years on Endpoints (Cash Re-Cyclers) | On account of implementation of Multi-Vendor Software on Endpoints (Cash Recyclers). Bank shall pay for the proportionate amount for the actual requirements/services availed. |
| 3 a, b, c, d, e | Managed Services for endpoints for 7 years | On account of implementation of Multi-Vendor Software on Endpoints (Cash Recyclers). Bank shall pay for the proportionate amount for the actual requirements/services availed. |
| 4 a | Site Installation and Modification Services | Cost will be paid as per actual requirements. |

22.1.5. If any such change causes an increase or decrease in the cost of, or the time required for the Vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within 15 days from the date of Vendor's receipt of Bank's change order.

23. Contract Amendments:

23.1. No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

24. Bank's Right to Accept Any Bid and to Reject Any or All Bids:

24.1. The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract

award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

25. Documentary Evidence Establishing Bidder's Eligibility and Qualifications:

- 25.1. On acceptance of the Bid by the Bank, the Bidder needs to submit the undertaking of authenticity on the lines of **Appendix-16** along with documentary evidence of their eligibility/qualifications to perform the Contract to the Bank's satisfaction:
- 25.2. that in case of a Bidder offering to supply products and/or services mentioned in the scope of work, the Bidders need to provide the evidence that Bidder has been duly authorized by the OEM strictly on the lines of authorization letter **Appendix 3-7 and Appendix-17** as the case may be.
- 25.3. that adequate, specialized expertise are available with the Bidder to ensure that the services are responsive and the Bidder will assume total responsibility for the fault-free operation of the product proposed and maintenance thereof during the support (warranty/annual maintenance contract) period.

26. Performance Bank Guarantee:

- 26.1. Performance Bank Guarantee [PBG] of the amount **10%** of the Total Cost of Ownership based on the Final reverse auction price (which shall be calculated and advised by the Bank to Selected Bidder(s) with validity period of 7 years plus 3 months claim period, furnished hereunder strictly on the format at **Appendix-9** is to be submitted by the finally selected Bidder. The PBG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. Purchase Order will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.
- 26.2. The PBG is required to protect the interest of the Bank against delay in supply/installation and or the risk of non-performance or failure to perform any obligation(s), either fully or partially, of the successful Bidder in respect of implementation of the project, or performance of the agreement(s) pursuant to this RFP or material or services sold, which may warrant invoking of PBG. In case any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.

27. System Integration Testing & User Acceptance Testing:

The Vendor should integrate the software with the existing systems as per requirement of the Bank and carry out thorough system integration testing.

System integration testing will be followed by user acceptance testing, plan for which should be submitted by the Vendor to the Bank. The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. SBI staff / third Party Vendor designated by the Bank will carry out the functional testing. This staff / third party vendor will need necessary on-site training for the purpose and should be provided by the Vendor. Vendor should carry out other testing like resiliency/benchmarking/load etc. Vendor should submit result log for all testing to the Bank.

On satisfactory completion of the aforementioned tests and ISD Clearance and pilot, successful commission and acceptance of solution letter will be issued to the vendor by the competent authority on the line of **Appendix-10b1 or Appendix 10b2.**

28. Country of Origin / Eligibility of Goods & Services:

28.1. All equipment and components thereof to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.

28.2. For purposes of this clause, “origin” means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related product is supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

29. Delivery, Installation, Commissioning & Documentation:

29.1. The Vendor shall provide such packing of the products as is required to prevent its damage or deterioration during transit thereof to the location given by the Bank. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weight of packing cases shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.

29.2. Delivery, installation and commissioning of the equipment shall be made by the Vendor in accordance with the system approved / ordered and

within the time schedule given in the Scope of work given in **Appendix-6** of this document.

29.3. The delivery will be deemed complete when the equipments/ components/ associated software/firmware are received in good working condition at the designated locations

29.4. The installation will be deemed to be completed, when the product including all the hardware, accessories/components, firmware/system software, and other associated software have been supplied, installed and operationalised as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank and certification as per **Appendix 10a and (Appendix 10b.1 or Appendix 10b.2)** issued by the Bank. The Bidder has to resolve any problem faced during installation and operationalisation.

29.4.1. “Installation of ADWMs” : The installation of ADWMs and Digital VSS camera is said to be completed when

- i) a balance enquiry transaction is completed
- ii) Digital VSS camera is made operational and an image is captured for the first time (with the transaction details) evidenced by installation certificate issued by Vendor
- iii) Bank issuing Installation Certificate **as per Appendix 10a.**

Circles shall not wait for cash loading to be completed on the Cash Recycler to sign the Installation Certificate.

29.4.2. “Deemed Installation”: If for reasons not attributable to Vendor the balance enquiry transaction and DVSS image cannot be completed within the 7 (seven) days of site completion, or delivery of ADWMs in case where Bank has issued order without SIS, then the Cash Recycler shall be deemed to have been installed and accepted by Bank upon expiry of the said period of 7 (seven) days of site completion/delivery as the case may be. The reasons not attributable to Vendor includes (i) switch connectivity not available, (ii) power supply (3 phase) not available, (iii) statutory approvals not received, (iv) non- arrival of admin cards etc. Vendor shall provide services for installation of ADWMs within two days after the receipt of confirmation from Bank that all the above activities have been completed by Bank.

29.5. In addition, vendor will supply all associated documentation relating to the products/ hardware, system software/ firmware, etc. The product(s) are considered accepted (commissioned and operationalised) after signing the **Acceptance Test Plan (ATP) document** jointly by the representative

of the Bank and the engineer from the vendor. The component level checking for individual item may be included during the acceptance test. The 'Acceptance Test Plan' document shall be deemed to form a part of the Agreement, to be signed between the vendor and the SBI. On the evaluation of the Acceptance Test results, if required, in view of the performance of the products/services (including hardware equipments/ components/ software), as observed during the Acceptance Test, the Bidder shall take remedial measures including upgradation of any of the components thereunder, including replacement thereof, at no additional cost to the Bank within a fortnight from the date of notification of the same to the vendor. The vendor should ensure that the product meets the requirements of the Bank as envisaged in the RFP.

29.6. The details of the documents to be furnished by the Vendor are specified hereunder:-

- 29.6.1. Copy of relative purchase order.
- 29.6.2. 2 copies of Vendor's Invoice showing contract number, products description, quantity, unit price and total amount.
- 29.6.3. Delivery Note or acknowledgement of receipt of products from the Consignee or in case of products from abroad, original and two copies of the negotiable clean Airway Bill.
- 29.6.4. 2 copies of packing list identifying contents of each of the package.
- 29.6.5. Insurance Certificate(Vendor may take single Insurance Policy for the total number of ATMs allotted).
- 29.6.6. Manufacturer's / Vendor's warranty certificate.
- 29.6.7. Installation Certificate as per **Appendix 10a**

29.7. The above documents shall be received by the Bank before arrival of products (except where it is handed over to the Consignee with all documents). If these documents are not received, the Vendor will be responsible for any consequent expenses.

29.8. Penalties as specified in **Appendix-11** will be applicable for the any kind of default in delay in delivery, installation/commissioning/support etc. expected in scope of work which will be deducted at the time of making payment(s).

29.9. In addition to the penalty on delayed supplies, Bank also reserves the right to cancel the Purchase Order and forfeit the EMD. In the event of such cancellation, the vendor is not entitled to any compensation, whatsoever.

29.10. For the System & other Software/firmware required with the hardware ordered for, the following will apply:-

- 29.10.1. The vendor shall supply standard software/firmware package published by third parties in or out of India in their original publisher-

packed status only, and should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.

29.10.2. The Vendor shall provide complete and legal documentation of all sub systems, licensed operating systems, licensed system software/firmware, licensed utility software and other licensed software. The Vendor shall also provide licensed software for all software/firmware whether developed by them or acquired from others.

29.10.3. In case the Vendor is providing software/firmware which is not its proprietary software then the Vendor must submit evidence in the form of agreement he has entered into with the software/firmware vendor which includes support from the software/firmware vendor for the proposed software for the entire period of contract with the Bank.

30. Services:

30.1. All professional services necessary to successfully implement the proposed **'product/solution/services'** will be part of the RFP/contract. These services include, but are not limited to, Project Management, Training, Deployment methodologies etc.

30.2. The Bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product.

30.3. Bidder should ensure that vendor's key personnel with relevant skill-sets are available to the Bank.

30.4. Bidder should ensure that the quality of methodologies for delivering the products and services, adhere to quality standards/timelines stipulated therefor.

30.5. Bidder shall be willing to transfer skills to relevant personnel from the Bank, by means of training and documentation.

30.6. Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS/hardware/ software/ Operating System / Middleware etc) as and when released by the Vendor/ OEM or as per requirements of the Bank without any additional cost. Bidder should bring to notice of the Bank all releases/ version changes.

30.7. Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ Operating System/OS/firmware/Middleware etc in case the Bank chooses not to upgrade to latest version.

- 30.8. Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract.
- 30.9. All product updates, upgrades & patches shall be provided by the Bidder/ Vendor free of cost during warranty and AMC period.
- 30.10. Bidder shall provide legally valid firmware/software solution. The detailed information on license count and type of license should also be provided to the Bank.
- 30.11. The ownership of the software/firmware license and the hardware shall be that of the Bank from the date of delivery of the same to the Bank. In other words, wherever the ownership of the licenses/hardware is indicated, the name “State Bank of India” must appear to indicate that the Bank is the perpetual owner of the hardware/operating software/firmware, etc. associated with the hardware. Evidence in this regard must be submitted before the payment is released.
- 30.12. The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware/Software and should ensure support during warranty and AMC.

31. Warranty and Annual Maintenance Contract:

- 31.1. The selected Bidder shall support the machine/ equipment/ product and its associated items/ components including OS/firmware /Software during the period of warranty and AMC as specified in Scope of work in this RFP from the **date of acceptance of the product** by State Bank of India.
- 31.2. During the warranty and AMC period, the Bidder will have to undertake comprehensive support of the entire product (hardware/ components/ operating software/ firmware/software) supplied by the Bidder and all new versions, releases, and updates for all standard software supplied to the Bank at no additional cost to the Bank. During the support period, the Bidder shall maintain the machine/ equipment/ product (hardware/Software etc.) to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the product (hardware/ equipment/ components/ software or any component/ part thereunder), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- 31.3. During the support period (warranty and AMC, the vendor shall ensure that services of professionally qualified personnel are available for

providing comprehensive on-site maintenance of the machine/ equipment/ product and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the system as per the Bank's policy, reloading of firmware/ software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of product (hardware, system software or any of its components), the Bidder shall ensure that product is made operational to the full satisfaction of the Bank within the given timelines. The selected Bidder shall provide preventive maintenance schedules as per periodicity, which shall be specified in advance.

- 31.4. On site comprehensive warranty for the solution would include free replacement of spares, parts, kits, resolution of problem, if any, in solution.
- 31.5. Warranty/ AMC for the system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such software.
- 31.6. Support (Warranty/ AMC) would be on-site and comprehensive in nature and must have back to back support from the OEM/Service Provider. Undertaking on the lines of **Appendix-17** of this RFP document is required to be submitted by the vendor, duly endorsed by the OEM that in case vendor fails to provide services then OEM shall provide the same at no extra cost, to the satisfaction of the Bank. The vendor will warrant products against defect arising out of faulty design, materials, etc. during the specified support period. The vendor will provide support for operating systems and other pre-installed software components/system software during the specified period of the hardware on which these software and operating system will be installed. The vendor shall repair or replace worn out or defective parts including all plastic parts of the equipments at his own cost including the cost of transport.
- 31.7. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified:
 - a. Diagnostics for identification of systems failures
 - b. Protection of data/ Configuration
 - c. Recovery/ restart facility
 - d. Backup of system software/ Configuration
- 31.8. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
- 31.9. The Bidder shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over

from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.

31.10. Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.

31.11. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

32. Compliance with IS Security Policy:

32.1. The Vendor shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder. Some of the key areas are as under:

- 32.1.1. Responsibilities for data and application privacy and confidentiality
- 32.1.2. Responsibilities on system and software access control and administration
- 32.1.3. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
- 32.1.4. Physical Security of the facilities
- 32.1.5. Physical and logical separation from other customers of the Vendor
- 32.1.6. Incident response and reporting procedures
- 32.1.7. Password Policy of the Bank
- 32.1.8. Data Encryption/Protection requirements of the Bank.
- 32.1.9. In general, confidentiality, integrity and availability must be ensured.

33. Penalty/SLA conditions:

As mentioned in **Appendix-11** of this RFP.

34. Right to Verification:

The Bank reserves the right to verify any or all of the statements made by the Bidder in the tender document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.

35. Purchase Price:

35.1. Total Cost of Ownership (TCO) has to be quoted in Reverse Auction.

- 35.2. Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial Bid over the validity period defined in this RFP.
- 35.3. The order will be placed for total Cost of “hardware, software/ firmware/ services/ warranty and AMC/ATS/Support & Services.
- 35.4. The applicable TDS will be deducted at the time of payment of invoices.
- 35.5. Terms of payment are given in Appendix – 7a – Payment Terms. Selected bidder must have an account with the State Bank of India and payment for all deliverables shall be credited to the account of the Successful Bidder(s) / Vendor(s).
- 35.6. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.
- 35.7. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty, GST etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- 35.8. The Bank reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software.

36. Inspection and Quality Control Tests

- 36.1. The Bank reserves the right to carry out pre-shipment factory / godown inspection by a team of Bank officials or demand a demonstration of the product on a representative model at Bidder's place.
- 36.2. The Inspection and Quality Control tests before evaluation, prior to shipment of goods and at the time of final acceptance would be as follows:
- 36.2.1. Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation tests at full load, facilities etc., as per the standards / specifications and may be done at factory site of the supplier before dispatch of goods, by the Bank / Bank's Consultants / Testing Agency.
- 36.2.2. The Vendor shall intimate the Bank before dispatching the goods to various locations/offices for conduct of pre-shipment testing.

Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the supplier;

- 36.2.3. Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.
- 36.2.4. In the event of the product failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.
- 36.2.5. The inspection and quality control tests may also be conducted at the point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. In case of failure by the Vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental expenses of the Bank's representatives to be borne by the vendor.
- 36.2.6. Nothing stated herein above shall in any way release the supplier from any warranty or other obligations under this Contract.
- 36.2.7. The Bank's right to inspect, test and where necessary reject the products after the products arrival at the destination shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by the Bank or its representative prior to the products shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.
- 36.2.8. Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.
- 36.2.9. System integration testing and User Acceptance testing will be carried out as per requirement of the Bank.

37. Right to Audit:

- 37.1. The Selected Bidder (Service Provider) has to get itself annually audited by internal/ external empaneled Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (hardware/ software) and services etc. provided to the Bank and the Service Provider are required to submit such certification by such Auditors to the Bank. The Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.

Bank shall provide prior notice of 7 calendar days before such audit provided this will not be applicable in case of audit is conducted by any statutory or regulatory authority.

37.2. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

37.3. Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.

38. Subcontracting:

38.1. As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.

38.2. In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.

38. Insurance:

38.1. The insurance shall be for an amount equal to 110 percent of the value of the Products from “Warehouse to final destination” on “All Risks” basis, valid for a period of one month after delivery and installation of products at the defined destination.

38.2. Should any loss or damage occur, the Vendor shall:

- 38.2.1. initiate and pursue claim till settlement and
- 38.2.2. Promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

39. Validity of Agreement:

The Agreement/ SLA will be valid for the period of seven years including warranty and AMC which can be extended upto 10 years, solely at the discretion of the Bank. The Bank reserves the right to terminate the Agreement as per the terms of RFP.

40. Limitation of liability:

- 40.1. For breach of any obligation mentioned in this RFP and/or respective Agreements (Appendix 12), subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.
- 40.2. The limitations set forth herein shall not apply with respect to:
 - 40.2.1. claims that are the subject of indemnification pursuant to IPR infringement,
 - 40.2.2. damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
 - 40.2.3. damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - 40.2.4. When a dispute is settled by the Court of Law in India.
 - 40.2.5. Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

41. Confidentiality:

- 41.1. Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to

be confidential and proprietary information (“Confidential Information”) and shall not be disclosed to any third party/published without the written approval of the Bank.

41.2. The Confidential Information will be safeguarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.

41.3. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor’s performance under the Contract, if so required by the Bank.

42. Delay in the Vendor’s Performance:

42.1. Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed in the RFP.

42.2. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, it’s likely duration and cause(s). As soon as practicable after receipt of the Vendor’s notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors’ time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

42.3. Any delay in performing the obligation/ defect in performance by the supplier may result in imposition of penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document).

43. Vendor’s obligations:

43.1. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

43.2. The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.

- 43.3. The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- 43.4. The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- 43.5. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- 43.6. Vendor shall provide necessary training from the OEM to the designated SBI officials on the configuration, operation/ functionalities, maintenance, support & administration for software/ hardware and components, installation, troubleshooting processes of the proposed solution.
- 43.7. The Vendor shall treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Appendix-13** of this document.

44. Technical Documentation:

- 44.1. The Vendor shall deliver the following documents to the Bank for every firmware/software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.
- 44.2. The vendor shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable.
- 44.3. The Vendor should also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by the Vendor to the Bank, free of cost in timely manner. The vendor shall

develop customized documentation as per Bank's requirement, if desired by the Bank.

45. Patent Rights/Intellectual Property Rights:

45.1. For any licensed software/firmware used by the finally selected Vendor(s) for performing services, the Vendor shall have the right as well as the right to license for the outsourced services. The vendor shall, if applicable, furnish a photocopy of the Agreement with their Principals/OEM in respect of 'Product' and services offered. Any license or IPR violation on the part of Vendor/ Subcontractor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor.

45.2. ~~The Vendor shall, at its own expenses without any limitation, defend and indemnify the Bank against all third party claims or infringements of intellectual Property Rights including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design, the supplier shall after due inspection and testing get the solution redesigned for the Bank, at no extra cost.~~

45.3. ~~The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the Vendor shall be fully responsible therefore, including all expenses and court and legal fees.~~

45.4. ~~The Bank will give notice to the Vendor of any such claim without delay, provide reasonable assistance to the vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.~~

Clause No.45.2, 45.3 and 45.4 are to be read in accordance with clause 12 – INTELLECTUAL PROPERTY RIGHTS of Appendix 12 SLA Agreement of this RFP.

46. Liquidated Damages:

If the Service Provider fails to deliver and perform any or all the Services within the stipulated time, as specified in the RFP/Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost payable under the respective agreement(s) (Appendix 12), as liquidated damages a sum

equivalent to 1% of the total value of each order placed by the bank/ respective Circle(s) (from time to time) for delay of each week or part thereof maximum upto 10% of the said purchase order. Once the maximum deduction is reached, the Bank may consider termination of the particular purchase order or the Agreement.

47. Conflict of Interest:

47.1. Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Bank under the bidding documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

47.1.1. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

47.1.1.1. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

47.1.1.2. subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a

- proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- 47.1.1.3. a constituent of such Bidder is also a constituent of another Bidder; or
- 47.1.1.4. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- 47.1.1.5. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- 47.1.1.6. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- 47.1.1.7. such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

48. Fraud & Corrupt Practices:

- 47.2. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding process.
- 47.3. Without prejudice to the rights of the Bank under Clause 48 (i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.
- 47.4. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
- 47.4.1. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the

actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the bidding process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) engaging in any manner whatsoever, whether during the bidding process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

47.4.2. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process

47.4.3. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process;

47.4.4. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest; and

47.4.5. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

49. Termination for Default:

49.1. The Bank, without prejudice to any other remedy for breach of contract, shall have the right to terminate the contract in whole or part, at any time by giving a written notice of 30 days to the Service Provider, if Service Provider fails to deliver any or all of the deliverables within the period(s) specified in this Agreement, or within any extension thereof granted by the

Bank pursuant to conditions of Agreement or if service provider fails to perform any other obligation(s) and/or breach any of terms and conditions of the RFP/Agreement provided a cure period of not less than 60 days (term) is given to service provider to rectify the defects.

- 49.2. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Products and/or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.
- 49.3. If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- 49.4. During the transition, the vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- 49.5. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
- 49.6. In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of **as provided Appendix 11 in RFP** on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.

50. Force Majeure:

- 50.1. Notwithstanding the provisions of terms and conditions contained in this RFP, the Vendor shall not be liable for forfeiture of its performance security,

liquidated damages, or termination for default, if any, and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

50.2. . For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Vendor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

50.3. If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

51. Termination for Insolvency:

The Bank may, at any time, terminate the Contract without notice to the Vendor, if the Vendor becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

52. Termination for Convenience:

52.1. The Bank, by written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

53. Disputes/Arbitration [applicable in case of successful Bidder only]:

53.1. All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (SBI

or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration would be held as per the Arbitration and Conciliation Act, 1996, as amended from time to time. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

53.2. The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

53.3. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

54. Governing Language:

The governing language shall be English.

55. Applicable Law:

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.

56. Taxes and Duties:

56.1. The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Vendor shall include all such taxes in the contract price.

56.2. Prices quoted should be exclusive of all Central / State Government taxes/ duties and levies but inclusive of Custom duty, corporate taxes, Income tax as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST, Service tax, VAT/ Sales tax, Excise duty, Custom duty, Octroi, etc. should be specified in the separate sheet **(Appendix-7-1)**.

56.3. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any,

which may be levied, shall be borne by the Vendor and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-7-1** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-7-1** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Appendix-7-1**.

- 56.4. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- 56.5. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- 56.6. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor.
- 56.7. Bank is not assessed for any tax relating to the purchase of equipment. Consequently, any claim from local or central govt. against the Bank relating to tax for these purchases/ site implementations/ AMC, etc shall have to be defended/settled by Vendor. In case of failure to do so, Bank reserves the right to make the payment demanded by the authorities and adjust it from payments due to Vendor. It shall be Vendor's responsibility to comply with local/ central tax requirements/ laws. Bank on its part shall not withhold providing any document that may be required under the law.

57. Tax deduction at Source:

- 57.1. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied

in India on income and profits made by the Vendor in respect of this contract.

57.2. The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

58. Right to use defective product:

58.1. If after delivery, acceptance and installation and within the warranty period, the operation or use of the product is found to be unsatisfactory, the Bank shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank's operation.

59. Tender Fee:

59.1. The same should be furnished by the Bidders as stated in Annexure I Notice Inviting Tender. The Bids without tender fee will not be considered valid.

60. Notices:

60.1. Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by email(designated) and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

61. Other terms and conditions:

61.1. Selected Bidder's Obligations :

61.1.1. If the proposal includes machine/ equipment or software marketed and/or supported by other companies or individuals, the selected bidder, as the prime contractor for the delivery, testing, installation and maintenance of the entire system, must ensure and declare that they possess the requisite permission/ license for the machine/ equipment/ software. Also, the selected bidder commits to support/ repair/ replace/ maintain all parts of the Endpoint, irrespective of the position whether the parts are manufactured by the Bidder or outsourced by them.

61.1.2. The Bidder is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-

art methods and economic principles, and exercising all means available to achieve the performance specified in Contract.

61.1.3. The bidder will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the machine to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.

61.1.4. The Bidder is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

61.1.5. The Bidder will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence.

61.1.6. The Bidder is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

61.1.7. The Selected bidder(s) shall be responsible for compliance with all laws, rules, regulations, orders, notifications, and directions applicable in respect of its personnel (including, but not limited to, the Contract Labour (Prohibition and Regulation) Act 1986, the Payment of Bonuses Act 1965, the Minimum Wages Act 1948, the Employees' Provident Fund Act 1952, and the Workmen's Compensation Act 1923,) and shall maintain all proper records, including, but not limited to, accounting records required under the Applicable Laws, or any code, practice or corporate policy applicable to it from time to time.

BID FORM

[On Company's letter head]
(to be included in Technical Bid Envelope)

Date:_____

To:

The Deputy General Manager (ATM-I&S),
State Bank of India,
Anytime Channels Dept.,
9th Floor, Air India Building,
Nariman Point Mumbai – 400 021.

Dear Sir,

Ref: RFP No. SBI/AC/2018-19/005 dated 11/03/2019

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We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to supply, test, integrate, Install, commission and support the desired equipments with required applications etc and support services detailed in the RFP. We shall fully support, within 15 days from the date of intimation to us in connection with test, integrate and commissioning of Multi-Vendor Software/Agent , endpoints protection solutions/Agent and support services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial Bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us.

2. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.

- The rate quoted in the indicative *price Bids are as per the RFP* and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- 3. If our offer is accepted, we undertake to complete the formalities for supply, testing, integration, installation, commissioning and operationalization of the equipment, Software/Agent, endpoints protection solutions/Agent and support services within the period specified in this document.
- 4. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement as per sample available at **Appendix 12** of this documents and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.
- 5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
- 7. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 8. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- 9. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
- 10. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Bid.
- 11. We shall make available to the Bank any additional information it may find necessary or require to supplement or authenticate the Qualification statement. We also acknowledge the right of the Bank to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.



12. We understand that you may cancel the bidding process any time and that you are neither bound to accept any Application that you may receive nor to invite that Applicants to Bid for the supply, installations, commissioning and maintenance of Front Access ADWMs, without incurring any liability to the Applicants.
13. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
14. We hereby undertake that our name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.
15. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.
16. The name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).
17. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.
18. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
19. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
20. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
21. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this ..... day of ..... 201

\_\_\_\_\_  
(Signature) (Name)  
(In the capacity of)

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_

**Seal of the company.**

### Eligibility Criteria

### Appendix - 3

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected. Bidders who do not fulfil any of the below criteria need not apply. Bidders who are capable of PAN India mass deployment and can start deployment quickly with full functionalities need only apply.

| S. No. | Eligibility Criteria                                                                                                                                                                                                                                  | Compliance (Yes/No) | Upload documents                                                                                                                                                                                                                                                                                                                                               |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | The Bidder must be an Indian firm / company/ organization registered under Companies Act, 2013 or under any other previous Companies Act, which prevailed earlier and in existence for <b>three</b> years.                                            |                     | Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.                                                                                                                                                                 |
| 2      | Minimum Annual turnover of the Applicant / Bidder from ATM/CD/ CDM/ ADWMs (i.e. Cash Recycler) related activities thereof in India should be more than Rs.50 crores in at least one of the last 3 financial years, i.e. 2015-16, 2016-17 and 2017-18. |                     | Copy of the audited balance sheets along with profit and loss statement for corresponding years and / or Certificate of the Chartered Accountant with details to be provided in Appendix 3-1                                                                                                                                                                   |
| 3      | The Bidder should be profitable organization (on the basis of Profit before tax) during at least <b>three</b> of the last <b>five</b> financial years, i.e. <b>2013-14, 2014-15, 2015-16, 2016-17 and 2017-18.</b>                                    |                     | Copy of the audited balance sheets along with profit and loss statement for corresponding years and / or Certificate of the Chartered Accountant with details to be provided in Appendix 3-1                                                                                                                                                                   |
| 4      | Bidder's Declaration : Bidder to comply with requirements given in Appendix 3-2                                                                                                                                                                       |                     | Bidder should specifically confirm on their letter head in this regard as per Appendix 3-2 (strictly without any change)                                                                                                                                                                                                                                       |
| 5      | Bidder should have experience of minimum 3 years in supply and installation of CDs/ADWMs(i.e. Cash Recyclers) <b>and</b> its Maintenance.                                                                                                             |                     | Duly signed Letter from the client as per Appendix 3-3.<br>OR<br>Copy of the orders/SLAs / Certificate of completion of work                                                                                                                                                                                                                                   |
| 6      | Two Client references from whom Bidder/OEM has executed similar projects for endpoint system and maintenance services in past                                                                                                                         |                     | Clients details required as per Appendix 3-4.                                                                                                                                                                                                                                                                                                                  |
| 7      | Bidder / OEM should submit the Manufacturers' Authorization Form for Endpoints                                                                                                                                                                        |                     | If bidder is OEM, Appendix 17 to be submitted on letter head of OEM. If the OEM itself is not the bidder/applicant, Appendix 17 to be submitted on letter head of OEM countersigned by the applicant/bidder.                                                                                                                                                   |
| 8      | Bidder to submit OEM's Certificate cum Letter of undertaking.                                                                                                                                                                                         |                     | OEM's Certificate cum Letter of undertaking on their letter head in this regard as per Appendix 3-7 (Strictly without any change)                                                                                                                                                                                                                              |
| 9      | The Manufacturing facility of the Bidder/OEM should have ISO 9001:2000 / Equivalent international certification OR higher.                                                                                                                            |                     | Relevant certificates                                                                                                                                                                                                                                                                                                                                          |
| 10     | Equipment to be provided should be working on Base24 Switch.                                                                                                                                                                                          |                     | <b>One of the following is required to be uploaded :</b><br><br>(a) Self-declaration of OEM required - If the proposed model of endpoint is currently working at SBI, or<br>(b) Certificate from any scheduled commercial bank certifying that the proposed model offered under this RFP is Tech live on its Base24 switch-Classical and working satisfactory. |

### Eligibility Criteria

### Appendix - 3

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected. Bidders who do not fulfil any of the below criteria need not apply. Bidders who are capable of PAN India mass deployment and can start deployment quickly with full functionalities need only apply.

| S. No. | Eligibility Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Compliance (Yes/No) | Upload documents                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11     | <p>Certificate(s) from Client(s) about:</p> <p>(A) Original Equipment Manufacturers of ATM/CD/CDM/ADWMs (i.e. Cash Recyclers), their authorized distributors/ agents in India with at least 10000 ATM/CD/CDM/ADWMs (i.e. Cash Recyclers) installations worldwide/ globally as on 31.03.2018 and</p> <p>(B) A certificate of satisfactory performance from at least one Bank in India with installed base of minimum 500 ADWMs (i.e. Cash Recyclers) of a particular OEM and particular make offering to our Bank should be submitted.</p>                                                               |                     | <p>(A) { Duly signed Letter from the client as per Appendix 3-5<br/>OR<br/>Copy of the orders/SLAs / Certificate of completion of work indicating the no. of endpoints.}. Certificate from minimum one client as per appendix 3-5 is required that machines are working satisfactorily.</p> <p>AND</p> <p>(B) { Duly signed Letter from the client as per Appendix 3-6<br/>OR<br/>Copy of the orders/SLAs / Certificate of completion of work indicating the model and no. of ADWMs/Cash Recyclers}. Certificate from minimum one client as per appendix 3-6 is required that machines are working satisfactorily.</p> |
| 12     | <p>a. The Applicant or Applicant's Authorised Partner or OEM or OEM's Authorised Partner should have Online Helpdesk/Management Centre Support Set up - 24 x 7 in India and providing <b>support</b> services at least 5000 endpoints and support centers at various locations.</p> <p>b. The Bidder should agree to complete establishment of the Service Centres at all the LHO/Module centres for rollout of machines within 60 days of issuance of purchase order, failing which the Bank may terminate the Agreement fully or partially and re-distribute the order to other selected vendors.</p> |                     | Bidder to provide the details as per Appendix 3-8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 13     | The Bidder who have already supplied the endpoints under the existing agreements with the Bank to give the confirmation letter for providing support for MVS, EPS and OMS implementation in their endpoint supplied.                                                                                                                                                                                                                                                                                                                                                                                    |                     | <p>Duly signed Letter on the letter head of Endpoint Provider/Bidder countersigned by OEM as per Appendix 3-9, without any change.</p> <p>If bidder is not an OEM, it is required to be signed by Bidder &amp; countersigned OEM. If bidder is an OEM, it is required to be signed by Bidder as Bidder as well as OEM.</p>                                                                                                                                                                                                                                                                                             |

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

**Appendix-3-1**

| Annual Turnover and Profit                                       |                               |          |          |          |          |
|------------------------------------------------------------------|-------------------------------|----------|----------|----------|----------|
| [Rs. In crores]                                                  | As at close of business as on |          |          |          |          |
|                                                                  | 31.03.14                      | 31.03.15 | 31.03.16 | 31.03.17 | 31.03.18 |
| Turnover/ Sales                                                  |                               |          |          |          |          |
| Turnover from<br>ATM/CD/CDM/ADWM/R<br>ecycler related activities |                               |          |          |          |          |
| Profit Before Tax                                                |                               |          |          |          |          |
| Capital & Reserves                                               |                               |          |          |          |          |

## Appendix-3-2

### **Bidder's Declaration : Letter from Bidder on their Letter Head**

Date :

To

The Deputy General Manager (ATM-I&S),  
State Bank of India,  
Anytime Channels Dept.,  
9<sup>th</sup> Floor, Air India Building,  
Nariman Point Mumbai – 400 021.

Dear Sir,

Ref: RFP No.: SBI/AC/2018-19/005 Dated : 11/03/2019

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to supply, test, integrate, Install, commission and support the desired equipments, Multi-Vendor Software/Agent , endpoints protection solutions/Agent, Online Monitoring Solutions/Agent and support services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP.

2. We are manufacturers/ authorized distributor/ partner/ agent of \_\_\_\_\_(Name of brand) Cash Recyclers having factories at \_\_\_\_\_. Our brand has \_\_\_\_\_ number of Cash Recycler s deployed for various banks in India/abroad.

3. We hereby certify that we have neither been blacklisted nor expelled from any project / contract nor had any contract terminated for breach by any Public Sector Undertaking /IBA/ RBI / Regulatory Authority/ Statutory Authority / Any State or Central Government / any bank during the last five years in India or abroad.

4. (a) We hereby certify that no past/present litigations or disputes exists against our Company/firm which could adversely affect our participation under this RFP and result in the disqualification.

**OR**

(b) We hereby certify that past/present litigations or disputes exists against our Company/firm the brief details of which are as under :

- i. \_\_\_\_\_
- ii. \_\_\_\_\_

(NB : Please strike out either 3 (a) or 3 (b) as the case may be )

We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of RFP, we shall intimate the Bank of the same immediately.

5. We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Bank in connection with the selection of bidder or in connection with the selection/bidding process itself in respect of procurement of equipment, Solutions and Support Services.

6. We do hereby certify that not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order issued by any of the Department at SBI as on the date of Bid submission.

7. We agree to provide all support services relating to endpoints to be supplied under this RFP for a Minimum period of seven years (with a provision to extend for 3 years at the discretion of the Bank) by deputing our suitable resources at the endpoint as and when required irrespective of number of visits to operationalize or to ensure uptime of endpoint or to repair or to maintain or to carry out any activity apart from preventive maintenance without any additional cost to the Bank as we will be building suitable cost factor as a part of Total cost of ownership as a part of RFP. Illustrative but not exhaustive list of activities are as under :

- Any managed service activities.
- Any hardware of endpoint replacement/troubleshooting
- Testing, installation, reinstallation, bug fixing, trouble shooting, upgradation at the endpoint in connection with Multi Vendor Agent, any endpoint protection solutions like Hard Disk encryption, White listing Solutions, any agent etc
- Supporting the Multi-Vendor Software Solutions, Endpoint Protection Solutions and Online Monitoring Solution.
- Loading of any software, any agent, any patches which could not be done through centralized patching
- Service for loading and on-going maintenance of encryption keys;
- Service like IP address Changes, DNS Changes, changing currency cassettes configuration, changes combination lock setting etc
- Service during natural calamities or fire.
- Any preventable call
- As and when required by the Bank to carry out specific activity.

The aforesaid clause will hold good even if underlying model is discontinued for any reason.



8. We have dedicated Banks' ATM Monitoring Tool for analyzing full range of Cash Recyclers error/status codes for monitoring health of ATMs with automated on-line problem ticketing, call logging, call transfer/escalation (by SMS, email, voice, etc.), follow up till satisfactory closure of ticket, forecasting optimum cash requirements to the Cash Recycler branch and providing wide ranging MIS for each Cash Recycler for meaningful analysis of performance, including Reports for connected vendors SLAs. We, further, confirm that our central monitoring tools is compatible with Base24 and can be integrated with Banks' ATM Monitoring Tool. In addition, in case, if our Monitoring system is not integrated with Banks' Monitoring tool, we undertake to integrate same with Banks' Monitoring Tool within a month, on intimation in this regard by Bank to us. If required, we undertake to be demonstrate to the Bank's satisfactions at our cost. Further, we undertake to use the Online Monitoring Solutions if provided by the Bank and make required lease line and backup connectivity between our Managed Service Centers and its DR Center to Banks' DC and DR at our cost with network redundancy and note to bear the related recurring expenditure.

9. As a part of contract, we undertake to provide endpoint (ADWMs) at DC location and note to service the said equipment and provide engineer having full knowledge of endpoint as and when required without any additional cost.

10. We, undertake, to upgrade the Operating System and associated hardware components to latest available without any additional cost to the Bank, if Operating System supplied is declared out of date/end of support.

11. We undertake to ensure that in case of installation against replacement, the Hard Disk Drive of the equipment supplied will be handed over to the Branch head / his representative and this will be recorded in the installation report to be signed by our representative and Bank. We also give an undertaking that the integrity of the data on the Hard Disk will not be compromised and put to any misuse, causing financial or reputational loss to the Bank.

12. We give an undertaking that disposal process of the old equipments will be handled properly with a view to protecting the environment, reducing pollution by toxic gases / green house emissions and other non-biodegradable substances caused by e-waste disposal.

13. RFP requires decommissioning / degrouting , lifting, shifting and disposal of the existing endpoint as per the e-waste disposal policy of the bank without any additional cost to the Bank. Payment for a new endpoint would be made only after the old endpoint has been removed by the successful bidder from the ATM kiosk, taken for disposal and undertaking/certificate submitted to the Bank, to the effect that endpoint so taken shall be disposed of as per e-waste policy of the Bank.

14. We also certify that in the event of we becoming one of the successful bidders, the model of Cash Recyclers to be supplied by us are capable of running Multi Vendor Software (MVS) and Endpoint Security Solution (EPS) being procured by the Bank without any hardware changes. We undertake the responsibility for

testing, integrating, commissioning and co-ordinating implementation of the MVS & EPS, currently under procurement by the Bank, to the Cash Recyclers to be supplied by us, without any extra cost to the Bank.

15. We hereby, irrevocably and unconditionally undertake to extend all supports (including, XFS CD Version 3.0 and above, documents, operations manuals, standards, **binaries** and specification of said models with its components, physical devices and its drivers) as and when required without any deviation, without any additional cost and shall work in coordination, collaboratively and cohesively with the Bank selected Solution Provider during the pre-implementation, integration, testing, pilot run, rollout/implementation, installation and post implementation support relating to solutions (i.e. Multi Vendor Software, Endpoint Protection, Online Monitoring Solutions, any other agent at the client etc) in respect of our endpoints supplied to the Bank or being supplied under this RFP, to ensure that solutions to be procured runs on our endpoint supplied without any impact and render all support required to ensure that endpoint remains ups and running successfully during the currency of existing agreement.

Yours faithfully,

Signature and Seal of Bidder

**Client Certificate****Appendix-3-3**

This certificate is to be on the letter-head of the Client

**To whom so ever it may concern**

This is to certify that \_\_\_\_\_ [Name of OEM/Bidder] have successfully deployed \_\_\_\_\_ **Endpoints ( ATM/CD/CDM/ADWMs/Cash Recyclers)** and is working to our Satisfaction, the details of which are furnished as under :

| Make | Type of Endpoint<br>(ATM/CD/CDM/<br>ADWMs/Cash<br>Recycler | Model | No. of<br>Terminals | During the period |    |
|------|------------------------------------------------------------|-------|---------------------|-------------------|----|
|      |                                                            |       |                     | From              | To |
|      |                                                            |       |                     |                   |    |

2. The aforesaid OEM/Bidder is also providing the following support services satisfactory :

| Services             | During the period ( <b>Mention Dates</b> ) |    |
|----------------------|--------------------------------------------|----|
|                      | From                                       | To |
| Maintenance Services |                                            |    |
|                      |                                            |    |

Our coordinates for further details in this regards is as under :

|                  |  |
|------------------|--|
| Name of Official |  |
| Designation      |  |
| Landline no      |  |
| Cell no          |  |
| Email Id         |  |
| Address          |  |

**Signature of the Client**

**Appendix-3-4**

| Customers for whom the Applicant / OEM has executed similar projects for endpoint system and maintenace services. |             |             |
|-------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| Details                                                                                                           | Reference 1 | Reference 2 |
| Name of the Client                                                                                                |             |             |
| Address of the Client                                                                                             |             |             |
| Address of the Client                                                                                             |             |             |
| Name                                                                                                              |             |             |
| Designation                                                                                                       |             |             |
| Landline no                                                                                                       |             |             |
| Cell no                                                                                                           |             |             |
| Email Id                                                                                                          |             |             |
| Start Date                                                                                                        |             |             |
| End Date                                                                                                          |             |             |
| Brief details of the project                                                                                      |             |             |
| No. of Terminals                                                                                                  |             |             |

Documents on deployment framework, tools, templates & utilities to be provided

Signature and Seal of Company

## Client Certificate

## Appendix-3-5

This certificate is to be on the letter-head of the Client

### To whom so ever it may concern

This is to certify that \_\_\_\_\_ [Name of OEM/Bidder] have successfully deployed \_\_\_\_\_ **Endpoints ( ATM/CD/CDM/ADWMs/Cash Recyclers)** and is working to our Satisfaction, the details of which are furnished as under :

| Make | Type of Endpoint<br>(ATM/CD/CDM/ADWMs/<br>Cash Recycler | Model | No. of<br>Terminals | During the<br>period |    | Country |
|------|---------------------------------------------------------|-------|---------------------|----------------------|----|---------|
|      |                                                         |       |                     | From                 | To |         |
|      |                                                         |       |                     |                      |    |         |

Our coordinates for further details in this regards is as under :

|                  |  |
|------------------|--|
| Name of Official |  |
| Designation      |  |
| Landline no      |  |
| Cell no          |  |
| Email Id         |  |
| Address          |  |

**Signature of the Client**

## Client Certificate

## Appendix-3-6

This certificate is to be on the letter-head of the Client

### To whom so ever it may concern

This is to certify that \_\_\_\_\_ [Name of OEM/Bidder] have successfully deployed \_\_\_\_\_ ADWMs/Cash Recyclers and is working to our Satisfaction in India, the details of which are furnished as under :

| Make | ADWMs/Cash<br>Recycler<br>Model | No. of Terminals | During the period |    |
|------|---------------------------------|------------------|-------------------|----|
|      |                                 |                  | From              | To |
|      |                                 |                  |                   |    |

Our coordinates for further details in this regards is as under :

|                  |  |
|------------------|--|
| Name of Official |  |
| Designation      |  |
| Landline no      |  |
| Cell no          |  |
| Email Id         |  |
| Address          |  |

**Signature of the Client**

**Certificate cum Letter of undertaking [OEM]**

*This letter of authority should be on the letterhead of the manufacturer and should be signed by a competent person and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it duly countersigned :*

No.

Date:

To

The Deputy General Manager (ATM-I&S),  
State Bank of India,  
Anytime Channels Dept.,  
9th Floor, Air India Building,  
Nariman Point Mumbai – 400 021.

Dear Sir,

**Ref: RFP No.: SBI/AC/2018-19/005 Dated : 11/03/2019**

We, who are established and reputable manufacturers / producers of endpoints (ATMs/CDs/CDMs/ADWMs/Cash Recyclers) \_\_\_\_\_ (Name of the Brand) having factories / development facilities at \_\_\_\_\_ (address of factory / facility) do hereby authorise M/s \_\_\_\_\_ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

2. We have deployed \_\_\_\_\_ number of ADWMs/Cash Recyclers for various banks in India / Abroad.

3. We, hereby, certify that ADWM model \_\_\_\_\_ (Name of the Model) proposed under this RFP have passed the following in the Single Test :

- (a) Genuine Note Recognition Test for Indian Currency Notes with 100 % accuracy.
- (b) Counterfeit Note Recognition Test for Indian Currency Notes with 100% accuracy.
- (c) Counterfeit Note Retention & Tracing Test for Indian Currency Notes with 100% accuracy, i.e. counterfeits are retained and traceable to the depositor
- (d) to identify the year of issue of the Indian Currency Note with 100% accuracy

4. We hereby certify that we have currently production and supply capacities of 2000 ADWMs per quarter for the model proposed under the RFP. We undertake to supply within 30 days of the issuance of the Purchase Order by the Bank to the bidder and also agreeable to executing an agreement with the bidder to comply with the requirements of the above RFP, as amended from time to time.



5. We, undertake to ensure full range of technology support to the Bank/bidder in respect of our equipment supplied whether it be a Hardware or Software or spare or maintenance or troubleshooting or integration or providing drivers of various components (including part/components estimated time to failure details) or any other technical support required to ensure uptime of the equipment/endpoint during the minimum period of life span of the equipment/endpoint i.e. seven years, extendable for a period upto 10 years at the sole discretion of the Bank.

5. We further certify that we have local presence in India having our / our Authorised Partner's Support Center in India and with a provision of highest escalation (level 3) in India/Abroad , details of which is furnished as under :

|                                                       |                                                                                                  |        |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------|--------|
| <b>A</b>                                              | <b>The OEM or OEM's Authorised Partner should have 24*7 helpdesk support setup for endpoints</b> |        |
| Sr.No.                                                | Complete Address details with contact Nos.                                                       |        |
|                                                       | Name of OEM                                                                                      |        |
| 1                                                     | Address                                                                                          |        |
|                                                       |                                                                                                  |        |
|                                                       | Email                                                                                            |        |
|                                                       | Phone                                                                                            |        |
|                                                       | Fax                                                                                              |        |
|                                                       | Name of Head                                                                                     |        |
|                                                       | Designation                                                                                      |        |
|                                                       | Cell                                                                                             |        |
|                                                       | No. of Team Support Members                                                                      |        |
|                                                       | Whether comply with 3 minutes Response Time?                                                     | Yes/No |
|                                                       | Whether comply with 15 minutes resolution time for routine issues?                               | Yes/No |
|                                                       | No. of terminals supported                                                                       |        |
| NB: Bidder may add if more than one helpdesk support. |                                                                                                  |        |
| <b>B</b>                                              | <b>OEM Level three (Highest escalation) Technical Support</b>                                    |        |
| Sr.No.                                                | Complete Address details with contact Nos.                                                       |        |
|                                                       | Name of OEM                                                                                      |        |
| 1                                                     | Address                                                                                          |        |
|                                                       |                                                                                                  |        |
|                                                       | Email                                                                                            |        |
|                                                       | Phone                                                                                            |        |
|                                                       | Fax                                                                                              |        |
|                                                       | Name of Head                                                                                     |        |
|                                                       | Designation                                                                                      |        |

RFP for Procurement of Endpoints (ADWMs) with  
Support Services – Phase XIII



|                                                       |                                                 |        |
|-------------------------------------------------------|-------------------------------------------------|--------|
|                                                       | Cell                                            |        |
|                                                       | No. of Team Support Members                     |        |
|                                                       | Whether comply with 3 minutes Response Time?    | Yes/No |
|                                                       | Whether comply with 60 minutes resolution time? | Yes/No |
|                                                       | No. of terminals supported                      |        |
| NB: Bidder may add if more than one helpdesk support. |                                                 |        |

6. We duly authorise the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

[Bidder counter signature]

(Name of Manufacturer / Producers)

**Appendix-3-8**

|                                                       |                                                                                                                                                                                  |                              |
|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| <b>A</b>                                              | <b>The Applicant or Applicant's Authorised partner or OEM or OEM's Authorised partner should have 24*7 Online Helpdesk/Management Centre Support Set up for support services</b> |                              |
| Sr.No.                                                | Complete Address details with contact Nos.                                                                                                                                       |                              |
| 1                                                     | Address                                                                                                                                                                          |                              |
|                                                       |                                                                                                                                                                                  |                              |
|                                                       | Email                                                                                                                                                                            |                              |
|                                                       | Phone                                                                                                                                                                            |                              |
|                                                       | Fax                                                                                                                                                                              |                              |
|                                                       | Name of Head                                                                                                                                                                     |                              |
|                                                       | Designation                                                                                                                                                                      |                              |
|                                                       | Cell                                                                                                                                                                             |                              |
|                                                       | No. of Team Support Members                                                                                                                                                      |                              |
|                                                       | Whether comply with 3 minutes response time ?                                                                                                                                    |                              |
|                                                       | Whether comply with 15 minutes resolution/escalation time for routine issues ?                                                                                                   | Yes/No                       |
|                                                       | No. of Terminals supported                                                                                                                                                       |                              |
|                                                       | No. of Support Centers in India                                                                                                                                                  |                              |
| NB: Bidder may add if more than one helpdesk support. |                                                                                                                                                                                  |                              |
|                                                       |                                                                                                                                                                                  | Signature and Seal of Bidder |

[Duly signed Letter on the letter head of Bidder countersigned by OEM]

**Appendix – 3-9**

**CONFIRMATION LETTER**  
**FOR PROVIDING SUPPORT**  
**FOR MVS, EPS AND OMS IMPLEMENTATION**

The Deputy General Manager (ATM-I&S),  
State Bank of India,  
Anytime Channels Dept.,  
9th Floor, Air India Building,  
Nariman Point Mumbai – 400 021.

Dear Sir

**IMPLEMENTATION OF MULTI-VENDOR SOFTWARE (MVS), ENDPOINT PROTECTION SOLUTION(EPS)AND ONLINE MONITORING SOLUTION**

We are fully aware that the Bank has Selected M/s CMS Info Systems Pvt Limited for providing Multi-Vendor Software (MVS), Endpoint Protection Solution(EPS) And Online Monitoring Solution (OMS) through RFP Ref No. : SBI:GITC/ATM/2017-18/439 dated 10.11.2017 and following Make and Model are to be tested in Lab and pilot at two Endpoints

| Make    | Model                                | Type                 |
|---------|--------------------------------------|----------------------|
| Wincor  | Wincor-CD-Procash 280                | Cash Dispenser       |
| OKI     | OKI-CDM/Recycler-RG7                 | Cash Deposit Machine |
| Hitachi | Hitachi-CDM/Recycler-HT-2845         | Cash Deposit Machine |
| Diebold | Diebold-Cash Recycler-Opteva 378     | Cash Deposit Machine |
| Hitachi | Hitachi-CASH Recycler-HT-2845-SR7500 | Cash Deposit Machine |
| NCR     | NCR-CD-Selfserve 22e (SS22e) /22     | Cash Dispenser       |
| Diebold | Diebold-CD- D-429 S                  | Cash Dispenser       |
| Diebold | Diebold-Smart ATM                    | Cash Deposit Machine |

2. We have also gone through and acknowledge the contents of the letter Nos. ATM/I&S/2017-18/ADK/2?? dated 18.10.2017 and also No.AC/ATM/I&S/2017-18/ADK/??? Dated 03/11/2017 enclosing therewith our MOM dated 24<sup>th</sup> October, 2017, the Bank shall pay per make and model for pre-implementation testing and integration of MVS-EPS-Other agents and pilot at two endpoints at the rate of Rs. 12 lacs for cash

dispenser and Rs. 15 lacs for CDM/Cash Recyclers ( Which would require more test cases, as it has deposit module as well).

3. Based on the existing agreements, we (OEMs/Endpoint Providers) agreed to install solutions (MVS, EPS and other agents) to be selected by the Bank, at no cost to the Bank, on all the existing endpoints supplied by the vendor to the Bank.

4. Based on the existing agreements, no charges are payable by the Bank for any software / patches /updates at the endpoints, requiring up to 5 visits per annum including the quarterly visits for preventive maintenance. This will cover MVS/EPS/other agents upgrade also.

5. To ensure the completion of integration and testing in a time-bound manner following SLA has been stipulated by the Bank::

| Integration done within days from the date of this letter |                              | Amount to be paid<br>(% of the flat rate) |
|-----------------------------------------------------------|------------------------------|-------------------------------------------|
| For CDs                                                   | For CDMs/Recycler            |                                           |
| 90 days                                                   | 120 days                     | 100%                                      |
| >90 days and up to 120 days                               | >120 days and up to 150 days | 75%                                       |
| >120 days and up to 150 days                              | >150 days and up to 180 days | 50%                                       |
| >150 days                                                 | >180 days                    | 25%                                       |

4. Payment shall be made after successful completion of pilot on two endpoints of each make & model and subject to SLA

5. We, hereby, confirm to provide our full support as mentioned in **Annexure** for the captioned implementation for the Endpoints supplied by us and agree to the testing pre-implementation and integration cost per Endpoint of each Make and Model, para (3), para (4) above and the SLA mentioned above, failing which the Bank may take decision to debar us for participation in future procurements or black list us.

(Signature of the Bidder)      (Countersigned by OEM of the Endpoint)

## Annexure

### I. Testing of endpoint at LAB :

The Services of an experienced and qualified resident engineers with full knowledge of technical aspects of endpoints (eg. Any functionalities, security testing, software testing, integration testing, interface testing, support UAT etc) required by the Bank during the general shift on all days except Sunday. In exceptional circumstances, services should be available for extended working hours to meet the high priority time bound requirements without any additional cost.

### II. Pre-Implementation- Integration, Testing and Pilot at Endpoints with all required functionalities:

### III. To provide one Endpoint of each model at the Bank's Test Lab as mentioned in the this letter. If the said machine is already provided in the Bank's Lab alternate Hard Disk to be provided for testing.

- To Provide necessary CEN XFS device drivers along with OS.
- To Provide test cases for Hardware related errors/ unsolicited
- To provide end to end support for Solutions integration, testing at the endpoints provided, under the testing environment and successful pilot at Endpoints under the production environment.
- To share with Solution Provider Single Point Contact along with Escalation matrix for Solutions Support.
- To share the make-model-variants with Solution Provider.
- To share the following and any other details required in connection with Endpoints supplied to the Bank, with Solution Provider and to the Bank in connection with testing of all the functionalities, proper error codes, health status messages, device status messages etc at the Endpoint eg :
  - Support for Operating System
    - Windows 7 or 10, patches, service packs etc
    - Changes in Operating System configuration (eg. environment variable, parameter changes, enabling / disabling services etc)
    - End-user License Agreement(EULA)
    - Any other relevant information including Best Practices
  - CEN XFS Layer :
    - XFS software compliant with CEN XFS 3.0 or higher specifications.
    - End-user license Agreement (EULA)
    - CEN XFS Layer CD to be provided.
    - Any other relevant information including Best Practices
  - Hardware / software (both CEN XFS Compliant and Non-CEN XFS compliant)
    - Technical Specifications,
    - Documentations,

- Drivers,
- Terminal Diagnostic Tools/Utilities
- Configuration / Parameter details,
- Components,
- Services
- Patches, updates and upgrades
- EMVCo/PCI certificates
- Any other relevant information
- Functional test cases (Positive and negative)
- Error codes, Health Status Messages, Device status messages.
- Provide complete details of XFS Devices
- (Illustrative List of XFS Devices are given as under) :
  - Printer and Scanners
  - Card Readers (incl. EMV Contact/Contactless)
  - Cash Dispensers
  - Personal Identification Number Keypads (PINpads)
  - Check Readers and Scanners
  - Depository Units
  - Screen Displays (including Touch Screens)
  - Vandal Shields
  - Text Terminal Units
  - Sensors and Indicators Units
  - Vendor Dependent Mode
  - Cameras
  - Card Embossing Units
  - Alarms & Sensors
  - Cash-In Modules
  - Card Dispensers
  - Barcode Readers
  - Biometric Readers
  - Item Processing Modules
- Full support for CEN XFS layer required in connection with integration with Solutions
- Support the Solution Provider with respect to any clarifications and resolution sought regarding the platform behaviour or compliance to the CEN XFS Specifications.
- Fixing of bugs / issues raised during the pre-implementation and pilot phase.
- To conduct functionality tests to avoid any operational level issues.
- Maintaining ATM-Wise version control of Solutions with granularity.
- Pilot Implementation at Endpoints of respective models/processors and its variants at live sites identified by the Bank.
- To provide sign off post completion of functionality tests with Solution Provider.
- To share all statutory or RBI compliance and security features as may be applicable on Effective Date incorporated in Endpoint-OEMs native software along with required technical details/drivers/components and test the same with the Solutions.

\*\*\*\*\*



|        | Technical Bid Rules                                                                                                                                                                                                                                                                                                                                                                            | Appendix-4-1 |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| F      | Available Out of Box- Fully as part of Solution                                                                                                                                                                                                                                                                                                                                                |              |
| C1     | Will be provided as Customisation between 1-30 days.                                                                                                                                                                                                                                                                                                                                           |              |
| N      | It is not possible to provide this feature                                                                                                                                                                                                                                                                                                                                                     |              |
|        |                                                                                                                                                                                                                                                                                                                                                                                                |              |
| Note 1 | Applicant need to give one of the above value in column F/C1/N in the following table as regards to compliance.                                                                                                                                                                                                                                                                                |              |
| Note 2 | Applicant to give supporting technical brochures / documents / presentation etc in support of the undernoted each of the Technical / Functional / Requirement of Solution.                                                                                                                                                                                                                     |              |
| Note 3 | F / C1 / N ' : Any wrong reporting in the column 'F / C1 / N ', which subsequently transpired during the pilot testing shall render the Applicant liable to be blacklisted for the future participation in the RFPs/Tenders of the Bank and forfeit the EMD                                                                                                                                    |              |
| Note 4 | Map your module: Applicant to clearly spell out against each of the Technical/Functional Specifications/Requirement of Solution, the name of the applicant's module where 'F/C1' have been given in the column Validation Criteria.                                                                                                                                                            |              |
| Note 5 | Mention Page No. of RFP Submitted : Applicant to invariably mention the page number of RFP against each of the Technical / Functional Specification with supporting technical brochures / documents / presentation etc, failing which, it will be at the discretion of the Bank to treat the same as Not Feasible - 'N' , which may render the bidder ineligible in the future process of RFP. |              |
| Note 6 | Mandatory : Means Requirements/functionality should either be available Fully as part of the solution [F] or through Customisation [C1].                                                                                                                                                                                                                                                       |              |
|        | Any comment or caveat or exception or assumption against each of the point or separately will not be considered and Bank reserve the right to treat the same as 'N', which may render the bidder ineligible in the further process of RFP.                                                                                                                                                     |              |
| Note 7 | Applicant need to give one of the values(C1), if the feature is not readily available and needs to be customized based on the readiness duration as mentioned above.                                                                                                                                                                                                                           |              |

|               |              |
|---------------|--------------|
| Acronyms Used | Appendix-4-2 |
|---------------|--------------|

|               |              |
|---------------|--------------|
| Acronyms Used | Appendix-4-2 |
|---------------|--------------|

| Acronym  | Description                                          |
|----------|------------------------------------------------------|
| AMC      | Annual Maintenance Contract                          |
| CD       | Cash Dispenser                                       |
| MGD / MS | Managed Services                                     |
| ATS      | Annual Technical Services                            |
| OATS     | Onsite Annual Technical Services                     |
| HW       | Hardware                                             |
| SW       | Software                                             |
| EP       | Endpoint Provider                                    |
| SP       | Solution Provider                                    |
| MVS      | Multi-Vendor Software                                |
| EPS      | Endpoint Protection Software                         |
| OMS      | Online Monitoring System                             |
| CEN      | European Committee for Normalisation/Standardization |
| XFS      | eXtension for Financial Services                     |
| OS       | Operating System                                     |
| LOA      | Letter of Approval                                   |
| TQM      | Terminal Quality Management (MasterCard)             |
| IFM      | Interface Module                                     |
| PCD      | Proximity Coupling Devices                           |
| SNMP     | Simple Network Management Protocol                   |
| PCI      | Payment Card Industry                                |
| PTS      | Pin Transaction Security                             |
| PED      | Pin Entry Device                                     |
| EPP      | Encrypting Pin Pad                                   |
| ATM      | Automated Teller Machine                             |
| TTS      | Text-to-Speech                                       |
| DES      | Data Encryption Standard                             |
| RSA      | Ron Rivest, Adi Shamir and Leonard Adleman           |
| AES      | Advanced Encryption Standard                         |
| DSS      | Data Security Standard                               |
| NDC      | NCR Direct Connect                                   |
| DDC/912  | Diebold Direct Connect                               |
| IFX      | Interactive Financial eXchange                       |
| ISO      | International Organization for Standardization       |
| XML      | eXtensible Markup Language                           |
| EMVCo    | Europay, MasterCard, and Visa Corporation            |
| UIDAI    | Unique Identification Authority of India             |
| OEM      | Original Equipment Manufacturer                      |
| CRUD     | Create, Read, Update and Delete                      |
| FCR      | Field Call Report                                    |
| HTC      | Handover Takeover Certificate                        |
| PM       | Preventive Maintenance                               |
| FLM      | First Line Maintenance                               |
| EPIC     | EndPoint Install Certificate                         |
| ESR      | Electronic Settlement & Reporting                    |

[illegible]

|      |                                           |
|------|-------------------------------------------|
| OTC  | One Time Combination                      |
| SSH  | Secure Shell Security                     |
| SSL  | Secure Socket Layer                       |
| SLA  | Service Level Agreement                   |
| B2B  | Business to Business                      |
| API  | Application Programming Interface         |
| QR   | Quick Response                            |
| NFC  | Near Field Communication                  |
| AKDS | Automated Key Distribution System         |
| RKL  | Remote Key Loading                        |
| MAC  | Message Authentication Code               |
| EJ   | Electronic Journal                        |
| GUI  | Graphical User Interface                  |
| OTP  | One Time Password                         |
| TAT  | Turn Around Time                          |
| FHDE | Full Hard Disk Encryption                 |
| SIEM | Security Information and Event Management |
| DLL  | Dynamic Link Libraries                    |
|      |                                           |
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| Module | Item           | Feature Id | Features                                                                                                                                                                                                                                    | Mandatory | Validation Criteria | Give Page No. of RFP Submitted |
|--------|----------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|--------------------------------|
| RCY    | Processor      | 1.1.0      | 4th Generation Intel® Core™ i3 Processor or higher with minimum 2.9 GHz and 3 MB cache or above                                                                                                                                             | Y         | F/N                 |                                |
| RCY    | Processor      | 1.2.0      | 8 GB DDR3 RAM or higher                                                                                                                                                                                                                     | Y         | F/N                 |                                |
| RCY    | Processor      | 1.3.0      | 2X 1 TB SATA/e-SATA HDDs or higher                                                                                                                                                                                                          | Y         | F/N                 |                                |
| RCY    | Processor      | 1.4.0      | USB ports in front for front access Cash Recycler.                                                                                                                                                                                          | Y         | F/N                 |                                |
| RCY    | Processor      | 1.5.0      | Microsoft Windows 10 or above with latest service pack. In case supplied OS is declared end of support by Microsoft, the bidder has to replace the same with a supported OS or provide compensating controls without                        | Y         | F/N                 |                                |
| RCY    | Processor      | 1.6.0      | Capable of supporting any Endpoint Protection/Whitelisting solution procured by Bank with a view to prevent malware including viruses, worms and trojans which could affect the system.                                                     | Y         | F/N                 |                                |
| RCY    | Processor      | 1.7.0      | OS Hardening (with local firewall) guidelines issued by the OS supplier and the Bank's IS Policy should be strictly followed.                                                                                                               | Y         | F/N                 |                                |
| RCY    | Currency Chest | 2.1.0      | CEN 1 or UL 291 level 1 Certified Secure Chest                                                                                                                                                                                              | Y         | F/N                 |                                |
| RCY    | Currency Chest | 2.2.0      | S&G / KABA (or an equivalent make, of high international reputé) , Centrally / Remote controlled dual electronic combination lock of 6 + 6 digits with capability for one-time combination(OTC) and audit trail without any hardware change | Y         | F/N                 |                                |

| Module | Item           | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                                                                                      | Mandatory | Validation Criteria | Give Page No. of RFP Submitted |
|--------|----------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|--------------------------------|
| RCY    | Currency Chest | 2.3.0      | All factory settings, including password for dual combination electronic lock should be changed at the time of handing over the machine and the same should be mentioned in the Installation Report. This will be a pre-requisite for release of payment                                                                                                                                                                                      | Y         | F/N                 |                                |
| RCY    | Currency Chest | 2.4.0      | Alarm sensors for temperature status, seismic or vibration status and chest open status while sending signal/messages to Switch/Management Centre                                                                                                                                                                                                                                                                                             | Y         | F/N                 |                                |
| RCY    | Currency Chest | 2.5.0      | Terminal should be able to change automatically to Supervisory /Maintenance/Out-Of-Service mode, in following cases when : (a) when cabinet/Hood Door is opened (b) Chest/Safe door is opened.                                                                                                                                                                                                                                                | Y         | F/N                 |                                |
| RCY    | Currency Chest | 2.6.0      | Terminal should be able to change automatically to In-Service/Transaction mode, after Chest door and Hood door is locked.                                                                                                                                                                                                                                                                                                                     | Y         | F/N                 |                                |
| RCY    | Recycler       | 3.1.0      | Bunch Note Accepting and dispensing with capacity minimum 200 notes at one time and accepting / dispensing all denominations Rs.50, Rs.100, Rs. 200/-, Rs. 500/-, Rs.2000, as well as new denominations, if any, issued subsequently without any extra cost to the Bank. All cassettes should be adjustable to hold and dispense the currency notes if dimensions of currency notes are changed without any additional component requirement. | Y         | F/N                 |                                |

| Module | Item     | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Mandatory | Validation Criteria | Give Page No. of RFP Submitted |
|--------|----------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|--------------------------------|
| RCY    | Recycler | 3.2.0      | Cash Recycler should have template for all INR denominations incl. Rs.50, Rs.100, Rs.200 , Rs. 500 & Rs.2000 bills or bills of any other denomination issued by RBI and should support recycling of all these denominations. Vendor should update the recycler software to support all new variants of currency notes(incl. firmware updates) as well as for new denominations, if any, issued subsequently without any extra cost to the Bank. The software/ template versions for currency to be tested at test lab from time to time. Test templates with INR test currency should be made available in test terminal. Test terminal should be able to change the currency from test to genuine as per test requirements. | Y         | F/N                 |                                |
| RCY    | Recycler | 3.3.0      | The machine should have capability to recognize the year of issue of the currency and should be able to be configured in such a way that while currency printed in or upto a certain year may be accepted (or rejected) by the machine, it may not be dispensed.                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Y         | F/N                 |                                |

| Module | Item     | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Mandatory | Validation Criteria | Give Page No. of RFP Submitted |
|--------|----------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|--------------------------------|
| RCY    | Recycler | 3.4.0      | "Cash Recycler should have minimum 5 deposit cassettes or higher; out of which minimum 4 should be having recycling capability ab-initio and Bank may use remaining one cassette as only 'Acceptance Cassette'. Recycler should have minimum 1 cassette for rejected notes, impounded/ counterfeit notes and retracted notes having at least one separate bin (compartment) for counterfeit notes. Each recycling Cassette should hold minimum of 2500 currency notes with a total cash recycler capacity of minimum 10000." | Y         | F/N                 |                                |
| RCY    | Recycler | 3.5.0      | Each Cassette should have capability to accept,hold & dispense notes of any denominations. All cassetts should be adjustable to hold & dispense the currency notes if dimensions of currency notes are changed without any additional component requirement.                                                                                                                                                                                                                                                                 | Y         | F/N                 |                                |
| RCY    | Recycler | 3.6.0      | Denomination-wise sorting of the deposited currency notes. Machine should provide Cassette-wise Cash Report.                                                                                                                                                                                                                                                                                                                                                                                                                 | Y         | F/N                 |                                |
| RCY    | Recycler | 3.7.0      | Retract cassette capacity of minimum 200 notes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Y         | F/N                 |                                |
| RCY    | Recycler | 3.8.0      | The cassette configured to hold counterfeit/ retained notes should be secured with dual locking mechanism                                                                                                                                                                                                                                                                                                                                                                                                                    | Y         | F/N                 |                                |
| RCY    | Recycler | 3.9.0      | Four orientation bill validation for good and bad currency notes. Vendor will have to ensure support for bill validator for the entire period of machine life i.e. a minimum of 7 years.                                                                                                                                                                                                                                                                                                                                     | Y         | F/N                 |                                |



| Module | Item     | Feature Id | Features                                                                                                                                       | Mandatory | Validation Criteria | Give Page No. of RFP Submitted |
|--------|----------|------------|------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|--------------------------------|
| RCY    | Recycler | 3.10.0     | Notes deposited should be categorized and put into individual bins once they are accepted by the machine.                                      | Y         | F/N                 |                                |
| RCY    | Recycler | 3.11.0     | The necessary technology/ application/ hardware for supporting card based, cardless and bio metric transactions should be available ab-initio. | Y         | F/N                 |                                |

| Module | Item     | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Mandatory | Validation Criteria | Give Page No. of RFP Submitted |
|--------|----------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|--------------------------------|
| RCY    | Recycler | 3.12.0     | <p>Appropriate treCash Recyclerent for various categories of Bank Notes, viz.</p> <p>Category 1 - (not recognized) - Due to one of the following possible causes: Wrong image or format, Transportation error (for example, double feeds), Large dog-eared or missing sections, Handwritten notes, Separating cards, Wrong currency. Reject such notes.</p> <p>Category 2 (counterfeit). Image and format are recognized, but one or more authentication features are missing or are clearly out of tolerance. Impound/Retain such notes in separate cassette/bin.</p> <p>Category 3 (suspect). Image, format and authentication features are recognized, but quality and/or tolerance deviations are detected. In most cases, the cause will be unfit or soiled bank notes. Reject such notes.</p> <p>Category 4 (genuine). The bank notes are fully authenticated as genuine. This implies that all authentication checks deliver positive results. Accept such notes.</p> | Y         | F/N                 |                                |
| RCY    | Recycler | 3.13.0     | Capability for back-tracing all notes deposited or dispensed with recording of serial number of individual currency notes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Y         | F/N                 |                                |

| Module | Item     | Feature Id | Features                                                                                                                                                                                                                                                                                                  | Mandatory | Validation Criteria | Give Page No. of RFP Submitted |
|--------|----------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|--------------------------------|
| RCY    | Recycler | 3.14.0     | Minimum 5 deposit cassettes or higher; out of which minimum 4 should be having recycling capability ab-initio. In case the Bank decides to enable / disable the recycling feature of the machine, the vendor should undertake to enable / disable the facility immediately without any cost to the Bank." | Y         | F/N                 |                                |
| RCY    | Recycler | 3.15.0     | "Cassettes that support tracking on docking. Indication (visible or audible) of proper insertion of all cassettes                                                                                                                                                                                         | Y         | F/N                 |                                |
| RCY    | Recycler | 3.16.0     | Foreign object detection in the input tray and rejection                                                                                                                                                                                                                                                  | Y         | F/N                 |                                |
| RCY    | Recycler | 3.17.0     | Cash transport movement should be secure and under dual locking                                                                                                                                                                                                                                           | Y         | F/N                 |                                |
| RCY    | Recycler | 3.18.0     | In case of any transaction being timed out, the cash accepted by the Cash Recycler must not be delivered back to the depositor but rest in Reject / Retract bin for subsequent reconciliation by the Branch.                                                                                              | Y         | F/N                 |                                |
| RCY    | Recycler | 3.19.0     | The Cassettes should be configurable on the machine without any cost to the Bank for:<br>i. Deposit only<br>ii. Dispense only<br>iii. Deposit & Dispense<br>iv. Recycle                                                                                                                                   | Y         | F/N                 |                                |

| Module | Item     | Feature Id | Features                                                                                                                                                                                                                                                                           | Mandatory | Validation Criteria | Give Page No. of RFP Submitted |
|--------|----------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|--------------------------------|
| RCY    | Recycler | 3.20.0     | The Recycler should have capability to handle Plastic Currency also, as and when introduced in India. The Bill Validation Technology must be available for the entire life span of the machine i.e. a minimum of 7 years.                                                          | Y         | F/N                 |                                |
| RCY    | Recycler | 3.21.0     | Encrypted communication and trust relation should be established between PC core and cash acceptor/recycler.                                                                                                                                                                       | Y         | F/N                 |                                |
| RCY    | Recycler | 3.22.0     | All cassettes should be lockable.                                                                                                                                                                                                                                                  | Y         | F/N                 |                                |
| RCY    | Recycler | 3.23.0     | Ability to back-trace the depositor of Category 2 (countefait) notes, preferably with serial number recognition of those notes and storing of image data and transaction details for later processing.                                                                             | Y         | F/N                 |                                |
| RCY    | Recycler | 3.24.0     | Low, Empty, Nearly full, and Full Status Warning for currency notes/bills cassettes, including retract/reject bins.                                                                                                                                                                | Y         | F/N                 |                                |
| RCY    | Recycler | 3.26.0     | Capable to dispense upto 200 currency notes per transaction(minimum 1). Capable to dispense used notes/ deposited notes.                                                                                                                                                           | Y         | F/N                 |                                |
| RCY    | Recycler | 3.27.0     | Cash retraction should be enabled for deposit transaction. Notes returned to customer during deposit can be retracted in the machine.<br>Whereas retraction should not happen for withdrawal. Notes dispensed should not be taken back in the machine for withdrawal transactions. | Y         | F/N                 |                                |
| RCY    | Recycler | 3.28.0     | Friction / vaccum pick technology                                                                                                                                                                                                                                                  | Y         | F/N                 |                                |
| RCY    | Recycler | 3.29.0     | Divert cassette bin with lock and key / latch                                                                                                                                                                                                                                      | Y         | F/N                 |                                |
| RCY    | Recycler | 3.30.0     | Indication of proper insertion of cassettes                                                                                                                                                                                                                                        | Y         | F/N                 |                                |

| Module | Item                    | Feature Id | Features                                                                                                                                                                                                                                           | Mandatory | Validation Criteria | Give Page No. of RFP Submitted |
|--------|-------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|--------------------------------|
| RCY    | Recycler                | 3.31.0     | Capable of Multiple currency dispensing                                                                                                                                                                                                            | Y         | F/N                 |                                |
| RCY    | Dip Card Reader(Hybrid) | 4.1.0      | Capable to read magnetic tracks 1 & 2                                                                                                                                                                                                              | Y         | F/N                 |                                |
| RCY    | Dip Card Reader(Hybrid) | 4.2.0      | Smart Card, Chip Card EMVCo Version 4.0 or later, as certified, with supporting EMVCo L1 LOA. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank during the currency of the contract.        | Y         | F/N                 |                                |
| RCY    | Dip Card Reader(Hybrid) | 4.3.0      | Should provide necessary certificates/approvals from VISA,Master Card, Amex, Union Pay, Rupay, Discover including TQM(IFM) certificates. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank. | Y         | F/N                 |                                |
| RCY    | Dip Card Reader(Hybrid) | 4.4.0      | Card reader should be compatible to work with any valid EMVCo certified EMV Kernels.                                                                                                                                                               | Y         | F/N                 |                                |
| RCY    | Dip Card Reader(Hybrid) | 4.5.0      | Cash Recycler should be ready for using the new EMV Chip Cards i.e. EMV Chip Card Reader enabled.                                                                                                                                                  | Y         | F/N                 |                                |

| Module | Item                        | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Mandatory | Validation Criteria | Give Page No. of RFP Submitted |
|--------|-----------------------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|--------------------------------|
| RCY    | Dip Card Reader(Hybrid)     | 4.6.0      | <p>Dip Smart Card Reader with anti-skimming device installed and integrated with the card reader of the Cash Recycler. Details of the anti-skimming technology / device to be enclosed.</p> <p>The bank is looking for a comprehensive skimming protection solution which achieves the following:-</p> <p>i) Senses unauthorized attachment of any device on the card reader module,</p> <p>ii) Sends the signal to switch and further to the Remote Cash Recycler Management Centre of the vendor and Online Monitoring Solution of the Bank,</p> <p>iii) Capable of enabling the switch to put the machine Out-Of-Service as well as block the card reader from accepting any more card insertions.</p> <p>XFS needs to send out error status so that the Cash Recycler Application/Switch can pick it up and notify the monitoring system.</p> | Y         | F/N                 |                                |
| RCY    | Dip Card Reader(Hybrid)     | 4.7.0      | Communication link between the card reader and CPU/Controller/ System should be encrypted by latest encryption standards.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Y         | F/N                 |                                |
| RCY    | Customer Interface / Fascia | 5.1.0      | MPEG - 4 full motion video support, and support for common video codecs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Y         | F/N                 |                                |
| RCY    | Customer Interface / Fascia | 5.2.0      | 15" LCD/ LED or higher touch screen with standard bright and full screen display with FDK.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Y         | F/N                 |                                |
| RCY    | Customer Interface / Fascia | 5.3.0      | Vandal screen with Privacy filter. Resistance to Indian weather, vandal proof and pertinent to and Indian usability condition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Y         | F/N                 |                                |

| Module | Item                        | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Mandatory | Validation Criteria | Give Page No. of RFP Submitted |
|--------|-----------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|--------------------------------|
| RCY    | Customer Interface / Fascia | 5.4.0      | Rugged spill proof Triple DES enabled keyboard with polycarbonate tactile/stainless Steel EPP pin pad. EPP Keypads to be PCI-PTS compliant with sealed metal keypad. PIN Pads shall be covered to prevent PIN disclosure via shoulder surfing. EPP should be designed so as to prevent overlaying of fake pin pad. Forcible removal of EPP should bring the machine down resulting in loss of data stored in the EPP, so as to prevent compromise even with high end decryption. Please provide details of the technology / solution. Should accompany with PCI certificate. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank. | Y         | F/N                 |                                |
| RCY    | Customer Interface / Fascia | 5.5.0      | Touch Screen (with support for visually handicapped through Function Keys / EPP wherever required). Braille stickers and text speech device on all devices as per requirement to support the visually challenged                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Y         | F/N                 |                                |
| RCY    | Customer Interface / Fascia | 5.6.0      | All devices to have features as per requirements to support the visually challenged. All Cash Recyclers to meet the requirement of 'Talking Cash Recyclers' (EP needs to ensure that braille supported keys(PinPad, Function Keys, Locations of key devices, Audiojack) are present on the Cash Recycler. SP can support with voice guidance/headphone audio from Cash Recycler Application software standpoint.)                                                                                                                                                                                                                                                                      | Y         | F/N                 |                                |



| Module | Item                        | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                                                                                         | Mandatory | Validation Criteria | Give Page No. of RFP Submitted |
|--------|-----------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|--------------------------------|
| RCY    | Customer Interface / Fascia | 5.7.0      | Trilingual Screen Support (English, Hindi, Regional Language), in static graphics(PCX, JPEG, etc) and video files(incl. MP4)                                                                                                                                                                                                                                                                                                                     | Y         | F/N                 |                                |
| RCY    | Customer Interface / Fascia | 5.8.0      | Terminal should be capable to display graphic screen and video files in commonly available picture formats(MPEG, MP4, PCX, JPEG, BMP etc.).                                                                                                                                                                                                                                                                                                      | Y         | F/N                 |                                |
| RCY    | Customer Interface / Fascia | 5.9.0      | Voice guidance support with internal speakers & headphone jack 5 (hardware as well as software both to be provided with Cash Recycler). Capable of voice guidance to the customer and digitalized wave files in the Indian accent for the same in Hindi & English languages to be provided by the vendor. There should be support for text to speech for full fledged voice guidance solution implementation without any extra cost to the Bank. | Y         | F/N                 |                                |
| RCY    | Customer Interface / Fascia | 5.10.0     | Provide Text-to-Speech(TTS) support in English, Hindi and regional languages.                                                                                                                                                                                                                                                                                                                                                                    | Y         | F/N                 |                                |
| RCY    | Customer Interface / Fascia | 5.11.0     | Terminal should be capable to integrate with custom/3rd party Text-to-Speech(TTS) software.                                                                                                                                                                                                                                                                                                                                                      | Y         | F/N                 |                                |
| RCY    | Customer Interface / Fascia | 5.12.0     | Voice guidance support with internal speakers and head phone jack                                                                                                                                                                                                                                                                                                                                                                                | Y         | F/N                 |                                |
| RCY    | Customer Interface / Fascia | 5.13.0     | Terminal should report status (XFS) whether headphone is present/not present in headphone jack, to the monitoring system                                                                                                                                                                                                                                                                                                                         | Y         | F/N                 |                                |
| RCY    | Customer Interface / Fascia | 5.14.0     | Bidder to integrate – where required -- the alarm sensors of the Cash Recycler to the branch siren/hooter without any additional cost to Bank.                                                                                                                                                                                                                                                                                                   | Y         | F/N                 |                                |

| Module | Item                               | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                                                                                   | Mandatory | Validation Criteria | Give Page No. of RFP Submitted |
|--------|------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|--------------------------------|
| RCY    | Customer Interface / Fascia        | 5.15.0     | Cash Recycler should have Rear View Mirrors covering major area of the site which allow users to see what is happening behind to avoid shoulder surfing                                                                                                                                                                                                                                                                                    | Y         | F/N                 |                                |
| RCY    | Customer Interface / Fascia        | 5.16.0     | Cash Recycler should have PIN pad shield covering all three sides to avoid shoulder surfing and capture by the external cameras.                                                                                                                                                                                                                                                                                                           | Y         | F/N                 |                                |
| RCY    | DES Chip / Security                | 6.1.0      | Capable of Remote Key Management - Triple DES/RSA, Certificate or Signature-based.                                                                                                                                                                                                                                                                                                                                                         | Y         | F/N                 |                                |
| RCY    | DES Chip / Security                | 6.2.0      | Triple DES chip with encryption/ verification/ validation software. Should support AES without any additional hardware                                                                                                                                                                                                                                                                                                                     | Y         | F/N                 |                                |
| RCY    | DES Chip / Security                | 6.3.0      | Cash Recycler should be with in-built security features to trigger alarm in case of fire, hammering/tilting of the machine                                                                                                                                                                                                                                                                                                                 | Y         | F/N                 |                                |
| RCY    | Integrated ATM Surveillance Soluti | 7.1.0      | Solution must be motion-sensitive and capable of capturing image of the person while doing transaction in the Cash Recycler. Camera should be suitably positioned to take image of the person even under extreme / difficult lighting conditions. It shall be the responsibility of the bidder to ensure that the images so captured are able to identify the persons entering the Cash Recycler room. The cameras should be pilfer-proof. | Y         | F/N                 |                                |

| Module | Item                               | Feature Id | Features                                                                                                                                                                                                                                                                                                                                          | Mandatory | Validation Criteria | Give Page No. of RFP Submitted |
|--------|------------------------------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|--------------------------------|
| RCY    | Integrated ATM Surveillance Soluti | 7.2.0      | Solution should be able to store the images in a digital format for minimum 6 months at an average of 400 transactions per day. The back-up should be taken by the vendor, at quarterly intervals or earlier(as per requirement of the Bank) and supervised by Bank. The images will be stored on one of the 2 Hard Disks present in the machine. | Y         | F/N                 |                                |
| RCY    | Integrated ATM Surveillance Soluti | 7.3.0      | The resolution of the camera should be sufficient enough to capture the quality image of the object for clear identification                                                                                                                                                                                                                      | Y         | F/N                 |                                |
| RCY    | Integrated ATM Surveillance Soluti | 7.4.0      | Solution must provide an interface to browse, search and archive the stored images on hard disk or external media.                                                                                                                                                                                                                                | Y         | F/N                 |                                |
| RCY    | Integrated ATM Surveillance Soluti | 7.5.0      | Solution must be able to capture & stamp the transaction information (card number masked to comply with PCI-DSS ) on the images.                                                                                                                                                                                                                  | Y         | F/N                 |                                |
| RCY    | Integrated ATM Surveillance Soluti | 7.6.0      | The solution must have a search facility to locate an image/event by date & time, card no., transaction reference no. and Cash Recycler ID.                                                                                                                                                                                                       | Y         | F/N                 |                                |
| RCY    | Integrated ATM Surveillance Soluti | 7.7.0      | The image surveillance solution must be capable of monitoring from a central location. The solution should be able to pull the required images from the Central Location and share the same over e-mail with Bank officials, as and when required.                                                                                                | Y         | F/N                 |                                |

| Module | Item                               | Feature Id | Features                                                                                                                                                                                                                                                                         | Mandatory | Validation Criteria | Give Page No. of RFP Submitted |
|--------|------------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|--------------------------------|
| RCY    | Integrated ATM Surveillance Soluti | 7.8.0      | The image surveillance solution must not degrade the performance of Cash Recycler, e.g. speed of normal transaction. The solution should be able to pull the required images from the Central Location and share the same over e-mail with Bank officials, as and when required. | Y         | F/N                 |                                |
| RCY    | Integrated ATM Surveillance Soluti | 7.9.0      | The image surveillance hardware should be integrated within the Cash Recycler.                                                                                                                                                                                                   | Y         | F/N                 |                                |
| RCY    | Integrated ATM Surveillance Soluti | 7.10.0     | Rear view mirror at machine                                                                                                                                                                                                                                                      | Y         | F/N                 |                                |
| RCY    | Integrated ATM Surveillance Soluti | 7.11.0     | Solution should be integrated with Multi-Vendor ATM Software agent to facilitate the pulling the images centrally.                                                                                                                                                               | Y         | F/N                 |                                |
| RCY    | Integrated ATM Surveillance Soluti | 7.12.0     | The Solution should be capable of notifying the Switch in case the DVSS camera is covered/ blocked by any means so that the Cash Recycler does not dispense cash.                                                                                                                | N         | F/N                 |                                |
| RCY    | Biometric                          | 8.1.0      | Should be UIDAI certified device for biometric capture and authentication. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.                                                                                             | Y         | F/N                 |                                |
| RCY    | Biometric                          | 8.2.0      | Support Biometric Based Authentication API v 2.0 specifications (should be UIDAI certified biometric device for biometric capture and authentication). On expiry of certificate, it should be replaced with valid certificate at no additional cost to the bank.                 | Y         | F/N                 |                                |
| RCY    | Connectivity                       | 9.1.0      | Should have Network Interface Card(NIC) 10/100 Mbps                                                                                                                                                                                                                              | Y         | F/N                 |                                |

| Module | Item                   | Feature Id | Features                                                                                                                                                                                                            | Mandatory | Validation Criteria | Give Page No. of RFP Submitted |
|--------|------------------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|--------------------------------|
| RCY    | Connectivity           | 9.2.0      | Should be capable of connecting to the existing ATM Switch (Base24) or any other Switch introduced by the Bank in future, using existing device handlers (NDC version 4.0/ D912) at no additional cost to the Bank. | Y         | F/N                 |                                |
| RCY    | Connectivity           | 9.3.0      | Cash Recycler must support TCP/IP and DNS                                                                                                                                                                           | Y         | F/N                 |                                |
| RCY    | Connectivity           | 9.4.0      | Cash Recycler must Support TLS 1.2 or above and shall provide required software, if any.                                                                                                                            | Y         | F/N                 |                                |
| RCY    | Connectivity           | 9.5.0      | Should support IPv4 addressing and be IPv6 ready. Ability to perform IPv4-IPv6 integration, if required at no additional cost to bank.                                                                              | Y         | F/N                 |                                |
| RCY    | Connectivity           | 9.6.0      | Ability to support multiple NIC to enable multiple connections.                                                                                                                                                     | Y         | F/N                 |                                |
| RCY    | Receipt Printer        | 10.1.0     | Minimum 40 column Graphic Thermal Receipt printer with dual mode printing                                                                                                                                           | Y         | F/N                 |                                |
| RCY    | Receipt Printer        | 10.2.0     | Machine should print customer slip in HINDI and English and regional languages. ( EP needs to ensure that the printer driver/firmware supports multiple font printing.)                                             | Y         | F/N                 |                                |
| RCY    | Receipt Printer        | 10.3.0     | Printer driver/firmware needs to support Hindi, English and regional Indian type fonts/specification.                                                                                                               | Y         | F/N                 |                                |
| RCY    | Electronic Journal(EJ) | 11.1.0     | Electronic journal to be written on Cash Recycler hard disk and replicated on the second hard disk which records images. The solution should include a EJ viewer.                                                   | Y         | F/N                 |                                |
| RCY    | Electronic Journal(EJ) | 11.2.0     | Support centralised EJ Pulling                                                                                                                                                                                      | Y         | F/N                 |                                |

| Module | Item                   | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Mandatory | Validation Criteria | Give Page No. of RFP Submitted |
|--------|------------------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|--------------------------------|
| RCY    | Electronic Journal(EJ) | 11.3.0     | EJ should be non-editable with encryption or with checksum or any other solution to prove the authenticity of EJ before a third party such as the Regulator (RBI), Courts, Banking Ombudsman, Police Authorities etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Y         | F/N                 |                                |
| RCY    | Power                  | 12.1.0     | In-built SMPS to work on 230V 50 Hz power supply.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Y         | F/N                 |                                |
| RCY    | Power                  | 12.2.0     | Support input voltage of 230V AC /50 Hz with +/- 5% variation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Y         | F/N                 |                                |
| RCY    | Power                  | 12.3.0     | Cash Recycler should have Low Carbon Footprint i.e. Low Power consumption in operation as well as in idle condition.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Y         | F/N                 |                                |
| RCY    | Power                  | 12.4.0     | Cash Recycler should have Integrated Power Management Solution. The Cash Recycler software must be capable of inter-facing with the Bank's UPS systems and query the battery status, in -line power and temperature, taking the machine out of service if the battery capacity is too low, perform scheduled power offs and automatically start up at the configured date and time. The solution must shut down gracefully to allow completion of the ongoing transaction in the event of complete battery discharge/ power cable pulling or any such disruption. The above power management functionality must be controllable remotely. In this situation, Cash Recycler should have the capability of generating message of low battery status and should send the same to the switch. | Y         | F/N                 |                                |

| Module | Item                    | Feature Id | Features                                                                                                                                                                                                                                                                                          | Mandatory | Validation Criteria | Give Page No. of RFP Submitted |
|--------|-------------------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|--------------------------------|
| RCY    | Contactless Card Reader | 13.1.0     | Contactless Card integration capability (Hardware and Software) supporting the ISO 14443 Type A/Type B, MiFare and ISO/IEC 18092, ISO 21481 specifications.                                                                                                                                       | Y         | F/N                 |                                |
| RCY    | Contactless Card Reader | 13.2.0     | Smart Card/ Chip Card EMVCo Contactless Version 2.1 or later, as certified with supporting EMVCo L1 LOA. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank during the currency of the contract.                                            | Y         | F/N                 |                                |
| RCY    | Contactless Card Reader | 13.3.0     | Should provide necessary certificates/approvals from VISA,Master Card, Amex, Union Pay, Rupay, Discover including TQM(PCD) certificates. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.                                                | Y         | F/N                 |                                |
| RCY    | BarCodeScanner          | 14.1.0     | Recycler should have capability to integrate 1D/2D barcode and QR code scanner for future requirements of scanning codes from mobile phones by simply attaching a reader, compliant with Code128, Code39, QRCode standards.                                                                       | Y         | F/N                 |                                |
| RCY    | BarCodeScanner          | 14.2.0     | Should be capable of reading barcodes of all popular symbologies, including Code 128, with up to 36 Characters                                                                                                                                                                                    | Y         | F/N                 |                                |
| RCY    | Device SW               | 15.1.0     | Software with CEN XFS 3.0 or above compliant and cross vendor support, documentation, and terminal diagnostics/utilities and capable of running Multi Vendor Software without any hardware changes. Testing, installation and operationalisation of same without any additional cost to the Bank. | Y         | F/N                 |                                |



| Module | Item          | Feature Id | Features                                                                                                                                                                                                          | Mandatory | Validation Criteria | Give Page No. of RFP Submitted |
|--------|---------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|--------------------------------|
| RCY    | Device SW     | 15.2.0     | Software with drivers(for non-XFS devices), API documentation, and terminal diagnostics/utilities.                                                                                                                | Y         | F/N                 |                                |
| RCY    | Cash Recycler | 16.1.0     | Cash Recycler must be capable of performing under extreme conditions. Temperature : Minus(-) 0 degree Celsius to plus 40 degree Celsius (Without Air Conditioner) Humidity : 5 to 95 % (Without Air Conditioner); | Y         | F/N                 |                                |
| RCY    | Cash Recycler | 16.2.0     | The necessary technology/ application/ hardware for supporting card based, cardless and bio metric transactions should be available ab-initio.                                                                    | Y         | F/N                 |                                |
| RCY    | Cash Recycler | 16.3.0     | Low and media empty warning for all items viz. currency notes, consumer printer roll, etc.                                                                                                                        | Y         | F/N                 |                                |
| RCY    | Cash Recycler | 16.4.0     | Should provide hardware, software and MIS (Keyboard, Mouse etc.) for day to day operations required by the custodian.                                                                                             | Y         | F/N                 |                                |
| RCY    | Testing       | 17.1.0     | Should provide test notes & test firmware for recycler testing, at no additional cost to the Bank. The test notes & firmware will be used only for lab-testing purposes.                                          | Y         | F/N                 |                                |
| RCY    | Testing       | 17.2.0     | Should provide necessary resources including paper rolls ( for receipt printer, journal printer etc.) for lab testing purpose at no additional cost.                                                              | Y         | F/N                 |                                |

| Module | Item                                                               | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                           | Mandatory | Validation Criteria | Give Page No. of RFP Submitted |
|--------|--------------------------------------------------------------------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|--------------------------------|
| RCY    | Software Agent                                                     | 18.1.0     | Vendor should have their own software agent for EJ pulling and Remote Monitoring Software support for the Cash Recycler to monitor its functions from a Central site. The Cash Recycler should be capable of supporting a third party software agent such as SDMS/Infobase/Radia, etc. The vendor also agrees to install any software selected by the Bank at no cost to the Bank. | Y         | F/N                 |                                |
| RCY    | Software Agent                                                     | 18.2.0     | Remote diagnostic agent to diagnose problems with the machine including but not limited to predicting part failures. This service including proactive rectification of problems reported by remote diagnostic agent will have to be provided by the applicant/ bidder/ OEM mandatorily at no extra cost to the Bank.                                                               | Y         | F/N                 |                                |
| RCY    | Interface for Banking Software & Cash Recycler Switch Connectivity | 19.1.0     | Vendor to provide utility for converting the Cash Recycler files, containing transaction details, into ASCII format.                                                                                                                                                                                                                                                               | Y         | F/N                 |                                |

## Appendix-4b-Technical Bid-SW

| Module | Item    | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                                               | Mandatory | Validation Criteria | Give Page No. of RFP Submitted |
|--------|---------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|--------------------------------|
| SW     | ATMAPPL | A.1.1      | Cash Recycler should be capable of One to One Marketing. Client when loaded on Cash Recycler should be able to interact with different CRM sources using open standard messaging standards                                                                                                                                                                                                             | Y         | F/N                 |                                |
| SW     | ATMAPPL | A.1.2      | Cash Recycler should be capable of centrally downloading Software / Patches upgrades and idle screen and content distribution.                                                                                                                                                                                                                                                                         | Y         | F/N                 |                                |
| SW     | ATMAPPL | A.1.3      | Cash Recycler should be capable of interface through multi-vendor ATM software agent(as decided by the Bank) on machine with Bank's Switches i.e. BASE24 or any other Switch introduced by the Bank in future and Multi-Vendor Central Server.                                                                                                                                                         | Y         | F/N                 |                                |
| SW     | ATMAPPL | A.1.4      | Cash Recycler Application should be capable to interface with Bank's Switches i.e. BASE24 or any other Switch introduced by the Bank in future and Multi-Vendor Central Server.                                                                                                                                                                                                                        | Y         | F/N                 |                                |
| SW     | ATMAPPL | A.1.5      | Software for reading the EMV Chip Cards. Smart Card/ chip Card EMV version 4.0, Level 2 approved terminal resident application/kennel.                                                                                                                                                                                                                                                                 | Y         | F/N                 |                                |
| SW     | ATMAPPL | A.1.6      | Remote diagnostic agent to diagnose problems with the machine including but not limited to predicting part failures. This service including proactive rectification of problems reported by remote diagnostic agent will have to be provided by the bidder / OEM mandatorily at no extra cost to the Bank. The bidder also agrees to install any software selected by the Bank at no cost to the Bank. | Y         | F/N                 |                                |
| SW     | ATMAPPL | A.1.7      | Response to the terminal from central solution should not be more than 500 milliseconds from the time of request originated at the terminal. In case of delay in response or no response from central Solution default transaction flow should be used.                                                                                                                                                | Y         | F/N                 |                                |
| SW     | ATMAPPL | A.1.8      | Terminal solution should be the single intelligent application that controls devices/supports display on screen at terminal. Controls and supports multiple devices eg epp, dispenser, card reader etc                                                                                                                                                                                                 | Y         | F/N                 |                                |

## Appendix-4b-Technical Bid-SW

| Module | Item    | Feature Id | Features                                                                                                                                                                                                                                                                 | Mandatory | Validation Criteria | Give Page No. of RFP Submitted |
|--------|---------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|--------------------------------|
| SW     | ATMAPPL | A.1.9      | Bidder to confirm ability to demonstrate proof of concept about CD software being capable of supporting all the applications currently developed for the Bank such as CD Locator, Railway ticketing, Campus fees payment, Mobile Recharge & other Utility Bill Payments. | Y         | F/N                 |                                |
| SW     | ATMAPPL | A.1.10     | Support EJ storage and retrieval mechanism                                                                                                                                                                                                                               | Y         | F/N                 |                                |
| SW     | ATMAPPL | A.1.11     | Software to support DDC/912 or NDC message emulation.                                                                                                                                                                                                                    | Y         | F/N                 |                                |
| SW     | ATMAPPL | A.1.13     | Supports the latest Windows version supported the Cash Recycler/OEM vendors from time to time.                                                                                                                                                                           | Y         | F/N                 |                                |
| SW     | ATMAPPL | A.1.14     | Application interface facilitating all Admin, Reconciliation and MIS functions                                                                                                                                                                                           | Y         | F/N                 |                                |
| SW     | ATMAPPL | A.1.16     | Supports Windows 10                                                                                                                                                                                                                                                      | Y         | F/N                 |                                |
| SW     | ATMAPPL | A.1.17     | Provide Text-to-Speech(TTS) support in English, Hindi and regional languages.                                                                                                                                                                                            | Y         | F/N                 |                                |
| SW     | ATMAPPL | A.1.18     | Terminal should be capable to integrate with custom/3rd party Text-to-Speech(TTS) software.                                                                                                                                                                              | Y         | F/N                 |                                |
|        | ATMAPPL | A.1.19     | EMVCo Level 2 approved terminal application/kernel. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank during the currency of the contract.                                                                        | Y         | F/N                 |                                |
| SW     | ATMTXN  | B.1.1      | Support Cash Withdrawal from any Bank account (at least 6 accounts)                                                                                                                                                                                                      | Y         | F/C1/N              |                                |
| SW     | ATMTXN  | B.1.2      | Support Cash Deposit into any Bank account (at least 6 accounts) including other customers' accounts                                                                                                                                                                     | Y         | F/C1/N              |                                |
| SW     | ATMTXN  | B.1.4      | Support Standing Instruction                                                                                                                                                                                                                                             | Y         | F/C1/N              |                                |
| SW     | ATMTXN  | B.1.5      | Support Loan Account enquiry                                                                                                                                                                                                                                             | Y         | F/C1/N              |                                |
| SW     | ATMTXN  | B.1.6      | Support Fixed Deposit                                                                                                                                                                                                                                                    | Y         | F/C1/N              |                                |
| SW     | ATMTXN  | B.1.7      | Support Bunched Note Acceptance                                                                                                                                                                                                                                          | Y         | F/C1/N              |                                |
| SW     | ATMTXN  | B.1.8      | Support Balance Enquiry                                                                                                                                                                                                                                                  | Y         | F/C1/N              |                                |
| SW     | ATMTXN  | B.1.9      | Support Mini-Statement                                                                                                                                                                                                                                                   | Y         | F/C1/N              |                                |
| SW     | ATMTXN  | B.1.10     | Support Card to Card Transfer                                                                                                                                                                                                                                            | Y         | F/C1/N              |                                |
| SW     | ATMTXN  | B.1.11     | Support Card to Account Transfer                                                                                                                                                                                                                                         | Y         | F/C1/N              |                                |

## Appendix-4b-Technical Bid-SW

| Module | Item   | Feature Id | Features                                                                                                                                                                            | Mandatory | Validation Criteria | Give Page No. of RFP Submitted |
|--------|--------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|--------------------------------|
| SW     | ATMTXN | B.1.12     | Support Account to Account Transfer                                                                                                                                                 | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.13     | Support B 2 B                                                                                                                                                                       | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.14     | Support Visa Money Transfer                                                                                                                                                         | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.15     | Support Biometric Based Authentication API v 2.0 specifications (as stated by UIDAI). Additional changes required to support later revisions to be provided at no cost to the bank. | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.16     | Support Institutional Fee Payment                                                                                                                                                   | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.17     | Support Utility/ Bill Payment/ Taxes/ Trust Dotation etc.                                                                                                                           | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.18     | Support/ Display of graphics/ animation/ scrolling/ date & time                                                                                                                     | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.19     | Support PIN Change                                                                                                                                                                  | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.20     | Support Fast Cash/ My Favourite option                                                                                                                                              | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.21     | Support Mobile Number Registration                                                                                                                                                  | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.22     | Support Mobile Top-UP                                                                                                                                                               | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.23     | Support Mobile Banking Registration/Deregistration                                                                                                                                  | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.24     | Support SBI Credit Card Bill Payment                                                                                                                                                | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.25     | Support SBI Credit Card Cash Withdrawal                                                                                                                                             | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.26     | Support Prepaid Card Cash Withdrawal                                                                                                                                                | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.27     | Support Prepaid Card Balance Enquiry                                                                                                                                                | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.28     | Support SBI Life Insurance Premium payment                                                                                                                                          | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.29     | Support Cheque book issuance request                                                                                                                                                | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.30     | Support Stop Cheque enquiry request.                                                                                                                                                | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.31     | Support Internet Banking Request Approval                                                                                                                                           | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.32     | Support Aadhaar Number Seeding                                                                                                                                                      | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.33     | Support Cash increase/decrease/short/ excess Admin Transactions using admin card                                                                                                    | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.34     | Support Channel Manager visit registration                                                                                                                                          | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.35     | Support Dynamic Currency Conversion during transaction                                                                                                                              | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.36     | Support Failure Alert                                                                                                                                                               | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.37     | Support Idle Screen / Advertising                                                                                                                                                   | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.38     | Support Cash Recycling                                                                                                                                                              | Y         | F/C1/N              |                                |

Appendix-4b-Technical Bid-SW

| Module | Item   | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                              | Mandatory | Validation Criteria | Give Page No. of RFP Submitted |
|--------|--------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|--------------------------------|
| SW     | ATMTXN | B.1.39     | Supports for all available and proposed/advanced value added services                                                                                                                                                                                                                                                                                                 | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.40     | Support QR code based Transaction                                                                                                                                                                                                                                                                                                                                     | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.41     | Support Card less Transaction                                                                                                                                                                                                                                                                                                                                         | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.42     | Support NFC based transaction/ contactless transaction                                                                                                                                                                                                                                                                                                                | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.43     | Support EMV-chip based transactions                                                                                                                                                                                                                                                                                                                                   | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.44     | Support for AKDS                                                                                                                                                                                                                                                                                                                                                      | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.45     | Support for 3-DES                                                                                                                                                                                                                                                                                                                                                     | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.46     | Support for supervisory mode cash counter update                                                                                                                                                                                                                                                                                                                      | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.47     | Support Account Number Masking (on receipt)                                                                                                                                                                                                                                                                                                                           | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.48     | Support 2 digit Screen for checking Keypad is working                                                                                                                                                                                                                                                                                                                 | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.49     | Support Timed out and Last Transaction Status(LTS) based reversals                                                                                                                                                                                                                                                                                                    | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.50     | Support for MAC (Message Authentication Code)                                                                                                                                                                                                                                                                                                                         | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.51     | Support 2048-bit or higher encryption standards                                                                                                                                                                                                                                                                                                                       | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.52     | Support Instant Money Transfer Transaction                                                                                                                                                                                                                                                                                                                            | Y         | F/C1/N              |                                |
| SW     | ATMTXN | B.1.53     | Support Biometric based Registration                                                                                                                                                                                                                                                                                                                                  | Y         | F/C1/N              |                                |
| SW     | ATMVSS | C.1.1      | Solution to support capturing, storing and retrieval of pictures/ Video clips during the transaction at the terminal using proprietary and/or CEN XFS Compliant camera.( In case of proprietary camera solution, endpoint provider to develop/customise the camera solution using proprietary drivers and/or using proprietary camera application wherever available) | Y         | F/C1/N              |                                |
| SW     | ATMVSS | C.1.2      | Proposed Solution should be capable of stamping the transaction information (with masking of Card Number as per PA-DSS) on the images / Video clipping.                                                                                                                                                                                                               | Y         | F/C1/N              |                                |
| SW     | ATMVSS | C.1.3      | Customization if any with the OEM proprietary solution will be the sole responsibility of the endpoint provider )                                                                                                                                                                                                                                                     | Y         | F/C1/N              |                                |

| Module | Item      | Feature Id | Features                                                                                                                                        | Mandatory | Validation Criteria | Map your Module | Give Page No.of RFP Submitted |
|--------|-----------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|-----------------|-------------------------------|
| MGD    | CASH-MGMT | AD1.1.0    | Tracking delivery of cash                                                                                                                       | Y         | F/C1/N              |                 |                               |
| MGD    | CASH-MGMT | AD1.2.0    | Tracking delivery of cash. Ability of MS tool to integrate with a generic tracking tool                                                         | Y         | F/C1/N              |                 |                               |
| MGD    | CASH-MGMT | AD1.3.0    | Analysis of cash usage and cash forecasting                                                                                                     | Y         | F/C1/N              |                 |                               |
| MGD    | CASH-MGMT | AD1.4.0    | Management Reports                                                                                                                              |           |                     |                 |                               |
| MGD    | CASH-MGMT | AD1.4.1    | - Comparing historical data                                                                                                                     | Y         | F/C1/N              |                 |                               |
| MGD    | CASH-MGMT | AD1.4.2    | - Reporting of trends                                                                                                                           | Y         | F/C1/N              |                 |                               |
| MGD    | CASH-MGMT | AD1.4.3    | - Cost optimization                                                                                                                             | Y         | F/C1/N              |                 |                               |
| MGD    | CASH-MGMT | AD2.1.0    | ESR - Secure electronic interface between Management Centre and Bank                                                                            | Y         | F/C1/N              |                 |                               |
| MGD    | CASH-MGMT | AD2.2.0    | ESR - Standardized replenishment data & mechanism to ensure consistent/timely movement of data                                                  | Y         | F/C1/N              |                 |                               |
| MGD    | CASH-MGMT | AD2.3.0    | ESR - Consolidate Settlement and Reconciliation reports across multiple service providers                                                       | Y         | F/C1/N              |                 |                               |
| MGD    | CASH-MGMT | AD2.4.0    | ESR - Identify discrepancies, missed settlements and other performance issues                                                                   | Y         | F/C1/N              |                 |                               |
| MGD    | CASH-MGMT | AD2.5.0    | ESR - Consolidate vault reconciliation reports, settlement reports and bulk cash acknowledgements                                               | Y         | F/C1/N              |                 |                               |
| MGD    | OTC-MGMT  | AE1.0.0    | Capability for Centralized Control from Management Centre                                                                                       | Y         | F/C1/N              |                 |                               |
| MGD    | OTC-MGMT  | AE1.1.0    | Centralized control capability to monitor & control exactly who may access a particular safe & when                                             | Y         | F/C1/N              |                 |                               |
| MGD    | OTC-MGMT  | AE1.2.0    | Capability to access control to ensure only authorized users gain time based access to safe.                                                    | Y         | F/C1/N              |                 |                               |
| MGD    | OTC-MGMT  | AE1.3.0    | Capability for One Time Combination (OTC) password generating process and to take physical control of the ATM/CD/CDM/ Recyclers, when required. | Y         | F/N                 |                 |                               |
| MGD    | DIST-MGMT | AF1.0.0    | Software & screen distribution from a central source to facilitate individual configuration & screen displays                                   | Y         | F/N                 |                 |                               |
| MGD    | DIST-MGMT | AF1.2.0    | Scheduling download and installation at desired times                                                                                           | Y         | F/N                 |                 |                               |
| MGD    | DIST-MGMT | AF1.3.0    | Scheduled and ad hoc/ immediate upload of eJournals                                                                                             | Y         | F/N                 |                 |                               |
| MGD    | DIST-MGMT | AF1.4.0    | Monitoring Job status online                                                                                                                    | Y         | F/N                 |                 |                               |
| MGD    | NTWK-MGMT | AG1.4.0    | Use reliable, dedicated IP connection with backup                                                                                               | Y         | F/N                 |                 |                               |
| MGD    | NTWK-MGMT | AG2.2.0    | Notify appropriate agency for activating support and followup till resolution                                                                   | Y         | F/N                 |                 |                               |
| MGD    | NTWK-MGMT | AG2.3.0    | Notify customer at detection, isolation and resolution                                                                                          | Y         | F/N                 |                 |                               |
| MGD    | NTWK-MGMT | AG2.4.0    | Manage incident from detection to resolution                                                                                                    | Y         | F/N                 |                 |                               |
| MGD    | NTWK-MGMT | AG3.1.0    | Proactive/predictive analysis & recommendations                                                                                                 | Y         | F/N                 |                 |                               |
| MGD    | NTWK-MGMT | AG3.2.0    | Setting event thresholds based on customer availability needs                                                                                   | Y         | F/N                 |                 |                               |
| MGD    | NTWK-MGMT | AG3.3.0    | Tuning performance by correlating events with performance metrics                                                                               | Y         | F/N                 |                 |                               |
| MGD    | NTWK-MGMT | AG3.4.0    | Order to identify bottlenecks that inhibit availability and performance                                                                         | Y         | F/N                 |                 |                               |
| MGD    | NTWK-MGMT | AG4.2.0    | Remotely implement software upgrades                                                                                                            | Y         | F/N                 |                 |                               |
| MGD    | NTWK-MGMT | AG4.3.0    | Maintain password ownership of configurable managed objects                                                                                     | Y         | F/C1/N              |                 |                               |
| MGD    | NTWK-MGMT | AG4.4.0    | Implement logical changes to remotely configurable devices                                                                                      | Y         | F/C1/N              |                 |                               |
| MGD    | NTWK-MGMT | AG4.5.0    | Report metrics including device class, location, IP address, circuit information                                                                | Y         | F/C1/N              |                 |                               |
| MGD    | NTWK-MGMT | AG5.2.0    | Update customer help desk about estimated service restoration time                                                                              | Y         | F/N                 |                 |                               |
| MGD    | NTWK-MGMT | AG5.3.0    | Monthly report on fault, performance and configuration metrics                                                                                  | Y         | F/N                 |                 |                               |
| MGD    | NTWK-MGMT | AG5.4.0    | Interpret metrics & make recommendations for improvement                                                                                        | Y         | F/N                 |                 |                               |
| MGD    | NTWK-MGMT | AG6.1.0    | 24 X 7 X 365 monitoring and resolution                                                                                                          | Y         | F/N                 |                 |                               |
| MGD    | NTWK-MGMT | AG6.2.0    | Unlimited incidents                                                                                                                             | Y         | F/N                 |                 |                               |
| MGD    | NTWK-MGMT | AG6.3.0    | Toll free number with multiple lines for service requests (minimum 100 lines)                                                                   | Y         | F/N                 |                 |                               |
| MGD    | NTWK-MGMT | AG7.1.0    | Call to Network Service Provider and SMS/EMAIL to Bank within 3 minutes of fault occurrence.                                                    | Y         | F/N                 |                 |                               |
| MGD    | DATA-SEC  | AH.1.0     | IPSEC on circuits that connect the Bank to the vendor's Management Centre                                                                       | Y         | F/N                 |                 |                               |
| MGD    | DATA-SEC  | AH.2.0     | Secure Shell Security (SSH) between Bank's ATM Switch & Incident Management System/Bank Monitoring System                                       | Y         | F/N                 |                 |                               |
| MGD    | DATA-SEC  | AH.3.0     | Secure Socket Layer (SSL) between the Bank and secured web server.                                                                              | Y         | F/N                 |                 |                               |
| MGD    | DATA-SEC  | AH.4.0     | Firewall - Fully integrated Internet security and IP networking on one purpose-built platform                                                   | Y         | F/N                 |                 |                               |
| MGD    | DATA-SEC  | AH.5.0     | Firewall - Access to network always available with VRRP and Firewall synchronization technology                                                 | Y         | F/N                 |                 |                               |
| MGD    | DATA-SEC  | AH.6.0     | Firewall - Networking OS integrated with third party applications designed for security solutions                                               | Y         | F/N                 |                 |                               |
| MGD    | DATA-SEC  | AH.7.0     | Intrusion Detection System                                                                                                                      | Y         | F/N                 |                 |                               |

| Module | Item      | Feature Id | Features                                                                                                                                                                                                                                                                                                      | Mandatory | Validation Criteria | Map your Module | Give Page No.of RFP Submitted |
|--------|-----------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|-----------------|-------------------------------|
| MGD    | DATA-SEC  | AH.8.0     | Virus protection, detection and maintenance of virus definitions                                                                                                                                                                                                                                              | Y         | F/N                 |                 |                               |
| MGD    | DATA-SEC  | AH.9.0     | Should have a Information Security Management System which is established using best practices available in industry (e.g. ISO 27001) operational, continuously monitored and improved                                                                                                                        | Y         | F/N                 |                 |                               |
| MGD    | DATA-SEC  | AH.10.0    | Logging should be done for user account management, privilege changes, user activity, configuration changes etc.                                                                                                                                                                                              | Y         | F/N                 |                 |                               |
| MGD    | DATA-SEC  | AH.11.0    | Adequate redundancy and back up – DR site to support uninterrupted services                                                                                                                                                                                                                                   | Y         | F/N                 |                 |                               |
| MGD    | HELP-DESK | AI.2.0     | Toll free telephone number with multiple lines (minimum 100)                                                                                                                                                                                                                                                  | Y         | F/N                 |                 |                               |
| MGD    | HELP-DESK | AI.3.0     | Must be the single point of contact for Bank for help, checks on status of an ATM problem, Kiosk/kiosk equipment problems, managing multiple parties to resolve problems                                                                                                                                      | Y         | F/N                 |                 |                               |
| MGD    | HELP-DESK | AI.4.0     | Receive telephone call from external customer, identify the caller, log and create the incident ticket and assign the incident priority                                                                                                                                                                       | Y         | F/N                 |                 |                               |
| MGD    | HELP-DESK | AI.5.0     | Supplemental support for variations in business patterns                                                                                                                                                                                                                                                      | Y         | F/N                 |                 |                               |
| MGD    | HELP-DESK | AI.8.0     | Proactive problem resolutions                                                                                                                                                                                                                                                                                 | Y         | F/N                 |                 |                               |
| MGD    | HELP-DESK | AI.9.0     | Coordination/management of multi-vendor support                                                                                                                                                                                                                                                               | Y         | F/N                 |                 |                               |
| MGD    | HELP-DESK | AI.10.0    | Round-the-clock remote support to all field engineers and customers in India                                                                                                                                                                                                                                  | Y         | F/N                 |                 |                               |
| MGD    | REQS      | AI.11.0    | Services will be provided on 24x7x365 basis                                                                                                                                                                                                                                                                   | Y         | F/N                 |                 |                               |
| MGD    | FLM-REQS  | AJ.1.0     | Keeping a written maintenance log at the site. The Bank shall use the same log for recording nature of faults/failures observed, date and time of their occurrence and communication to vendors                                                                                                               | Y         | F/N                 |                 |                               |
| AMC    | ATS-REQS  | AJ.2.0     | Only qualified maintenance personnel familiar with the equipment shall perform all repairs and maintenance services                                                                                                                                                                                           | Y         | F/N                 |                 |                               |
| MGD    | FLM-REQS  | AJ.3.0     | Scheduled visits for checking site's condition in respect of door, door handle, external glass, visual merchandise, access lock, electrical fittings, earthing, AC, UPS and its batteries, electrically-lit signage, painting & other civil requirements, etc. (The list is illustrative and not exhaustive). | Y         | F/N                 |                 |                               |
| MGD    | FLM-REQS  | AJ.4.0     | Supply and replenish journal printer/receipt printer/Cash Recycler ribbons (Ribbons should be new, high tensile strength material – 12.7 mm with 24' length – should print approx 5 million characters)                                                                                                       | Y         | F/N                 |                 |                               |
| MGD    | FLM-REQS  | AJ.5.0     | Supply & replenish journal printer & receipt printer rolls customized as per Bank's requirements. One side of the roll will have to be pre-printed with text provided by the Bank & printing at the ATM will be only on the blank side. Print matter may be changed as and when required.                     | Y         | F/N                 |                 |                               |
| MGD    | FLM-REQS  | AJ.6.0     | Receipt Rolls – 80mm wide x 8" dia approx x 0.7" core dia produced on ATM grade thermal paper Appleton Alpha 8. The density of sense mark should be uniform with 1.2 plus & tolerance level of slitting should be +/- 0.012"                                                                                  | Y         | F/N                 |                 |                               |
| MGD    | FLM-REQS  | AJ.7.0     | Journal Rolls (82.55 mm wide x 3.9" dia x 0.7" core dia) produced on ATM grade wood-free paper - APP grade 60 gsm, should be dust free with high tensile strength                                                                                                                                             | Y         | F/N                 |                 |                               |
| MGD    | FLM-REQS  | AJ.8.0     | Should supply for all Cash Recyclers on Bank's network without limitation on quantity                                                                                                                                                                                                                         | Y         | F/N                 |                 |                               |
| MGD    | FLM-REQS  | AJ.9.0     | Consumable management shall be independent of Cash Recycler make, model, type of network and vendor                                                                                                                                                                                                           | Y         | F/N                 |                 |                               |
| MGD    | FLM-REQS  | AJ.10.0    | Consumables replenishment to be initiated proactively to ensure Cash Recycler does not go down for want of these items                                                                                                                                                                                        | Y         | F/N                 |                 |                               |
| MGD    | FLM-REQS  | AJ.11.0    | Clearing journal/receipt paper jams. Clearing of card jams.                                                                                                                                                                                                                                                   | Y         | F/N                 |                 |                               |
| MGD    | FLM-REQS  | AJ.12.0    | The vendor should arrange to get publicity materials, banners, posters etc. supplied by the Bank displayed in the kiosks as per instructions besides replenishing leaflets, brochures etc.                                                                                                                    | Y         | F/N                 |                 |                               |
| MGD    | POWER     | AL.1.0     | Input and Output Voltage of UPS should be checked                                                                                                                                                                                                                                                             | Y         | F/N                 |                 |                               |
| MGD    | POWER     | AL.2.0     | Input and Output Current of UPS should be checked                                                                                                                                                                                                                                                             | Y         | F/N                 |                 |                               |
| MGD    | POWER     | AL.3.0     | Input frequency of UPS should be checked                                                                                                                                                                                                                                                                      | Y         | F/N                 |                 |                               |
| MGD    | POWER     | AL.4.0     | Battery Life of UPS should be checked                                                                                                                                                                                                                                                                         | Y         | F/N                 |                 |                               |
| MGD    | POWER     | AL.5.0     | Battery Voltage of UPS should be checked                                                                                                                                                                                                                                                                      | Y         | F/N                 |                 |                               |
| MGD    | POWER     | AL.6.0     | Internal Temperature of UPS should be checked                                                                                                                                                                                                                                                                 | Y         | F/N                 |                 |                               |



**Bidder Details****Appendix - 5**

|   |                                                                                |  |
|---|--------------------------------------------------------------------------------|--|
| 1 | Name of the Company / Firm                                                     |  |
| 2 | Date of Incorporation and / or commencement of business                        |  |
| 3 | Certificate of incorporation                                                   |  |
| 4 | Address of Registered Office                                                   |  |
| 5 | Brief description of the Bidder including details of its main line of business |  |
| 6 | Company website URL                                                            |  |
| 7 | PAN Number                                                                     |  |
| 8 | GST Number                                                                     |  |
| 9 | Particulars of the Authorized Signatory of the Bidder                          |  |
|   | a. Name                                                                        |  |
|   | b. Designation                                                                 |  |
|   | c. Address                                                                     |  |
|   | d. Phone Number (Landline)                                                     |  |
|   | e. Mobile Number                                                               |  |
|   | h. Email Address                                                               |  |

|               |
|---------------|
| Scope of Work |
|---------------|

## Requirements to be read with Technical Specifications as per Appendix 4 (a), (b) and (c)

### Contents

|                                                                                                                         |    |
|-------------------------------------------------------------------------------------------------------------------------|----|
| 1. Procurement of Endpoints (ADWMs) - with Warranty, AMC and Support Services .....                                     | 2  |
| 1.1 Procurement of Endpoints (ADWMs) : .....                                                                            | 3  |
| 1.1 Supply, integration, testing, installation, commissioning and maintenance of endpoints (Front Access ADWMs) : ..... | 3  |
| 1.2 . Warranty, Annual Maintenance Contract and its support services : .....                                            | 6  |
| 1.2.1 Testing of endpoint at LAB : .....                                                                                | 6  |
| 1.2.2 Pre-Implementation- Integration, Testing and Pilot at Endpoints with all required functionalities: .....          | 7  |
| 1.2.3 Implementation and Post Implementation Support: .....                                                             | 9  |
| 2. Annual Technical Support Services by Endpoint Provider: .....                                                        | 16 |
| 2.1 Implementation and Post Implementation Support : .....                                                              | 16 |
| 3. Managed Support Services: .....                                                                                      | 20 |
| 3.1 Replenishment of Consumables: .....                                                                                 | 25 |
| 3.2 Housekeeping for endpoint and immediate surrounding: .....                                                          | 25 |
| 3.3 Maintenance and Management of peripherals / allied equipment(s): .....                                              | 26 |
| 3.4 Management Center Activities: .....                                                                                 | 27 |
| 3.4.1 Event/Incident Management Services .....                                                                          | 27 |
| 3.4.2 Central Helpdesk at Management Center: .....                                                                      | 29 |
| 3.4.3 Monitoring and ensuring improved uptime/availability: .....                                                       | 32 |
| 3.4.4 <del>Cash Management Services</del> : .....                                                                       | 34 |
| 3.5 Electronic Journal (EJ) Pulling and Software Management: .....                                                      | 36 |
| 3.5.1 EJ Pulling Services : .....                                                                                       | 36 |
| 3.5.2 Software Management : .....                                                                                       | 37 |
| 4. Site Installation / Modification Services : Scope of Services : .....                                                | 39 |
| 5. Endpoint Migration from OEM Native to MVS+EPS .....                                                                  | 50 |
| 5.1 Pre-Implementation- Integration, Testing and Pilot at Endpoints with all required functionalities: .....            | 50 |
| 5.2 Implementation and Post Implementation Support: .....                                                               | 54 |
| 5.3 Annual Technical Support Services by Endpoint Provider : .....                                                      | 60 |
| 5.3.1 Implementation and Post Implementation Support : .....                                                            | 60 |
| 5.4 Managed Support Services : ( In case, the Bank decides to avail the services) .....                                 | 62 |
| 6. Project Plan, delivery and Schedule: .....                                                                           | 62 |

**All the procurements under this RFP will be for the period of seven years which can be extended upto 10 years, solely at the discretion of the Bank.**

**1. Procurement of Endpoints (ADWMs) - with Warranty, AMC and Support Services**

**1. DEFINITIONS**

1.1. **“ADWMs Loss”** means loss of Valuables from a single ADWM in respect of which the services are provided. The amount of a ADWMs Loss is the face value of the Currency, plus the reasonable cost of reconstructing the negotiable instruments or other items of value (including re-issuance and stop-payment fees), stolen, lost or destroyed as a direct result of the Occurrence. ADWMs Losses do not include any loss of Valuables occurring outside the immediate physical proximity of the ADWMs, including but not limited to losses occurring while such Valuables are in transit or are in storage at a vault or similar location.

The amount of a ADWM Loss does not include the face value of stolen, lost or destroyed negotiable instruments or other items of value, or any loss of any nature to the extent such loss results from:

- (a) ADWMs equipment malfunction in respect of non-Endpoint Provider machines;
- (b) mistakes in ADWMs loading including, without limitation, Currency dispensed due to mis-loaded denominations, mis-configured cassettes, or mis-loaded cassettes;
- (c) discrepancies between network reports and ADWMs bill counter totals (in the event of such discrepancies, bill counter totals shall be deemed conclusive); (d) Bank's mistakes in verification;
- (e) burglary; or
- (f) damage from breakage and
- (g) vandalism.

1.2. **“ADWMs Loss Liability Limit”** means the maximum amount of Endpoint Provider's liability for a ADWM Loss. The ADWMs Loss Liability Limit is Rs.75,00,000/- (Rupees seventy five lacs only) per ADWM.

1.3. **“Business Day”** means a day which is not a 2<sup>nd</sup> & 4<sup>th</sup> Saturday, Sunday or Public Holiday.

1.4. **“Warranty Effective Date”** means the date when the installation certificate is issued by Endpoint Provider or 15 days from the date of delivery whichever is earlier.

1.5. **“Equipment”** shall mean the ATM/CD/ADWM/Cash Recyclers (including Digital VSS camera) (with the configuration as specified in Appendix 4a read with Appendix 4b of the RFP, wherever applicable) supplied by the Endpoint Provider.

- 1.6. **"Maintenance Effective Date"** shall be the date immediately succeeding the completion of Warranty Period.
- 1.7. **"Warranty Period"** shall mean a period of one year from the Warranty Effective Date.
- 1.8. **"Maintenance Renewal Date"** shall mean six years from the Maintenance Effective Date and each anniversary thereafter.
- 1.9. **"Public Holidays"** shall mean public holidays, at the place where the Equipment is located, when banks are closed for business.

#### **1.1 Procurement of Endpoints (ADWMs) :**

##### **1.1 Supply, integration, testing, installation, commissioning and maintenance of endpoints (Front Access ADWMs) :**

- 1.1.1 The Bank is looking for Bidders who can supply, integrate, test, install commission and maintain Endpoints on turnkey basis and undertake responsibility for the same. Bidders should note that Endpoints will be deployed across the length and breadth of the country as per requirements of business and the bidder will have to guarantee that support will be available for the endpoints across the country for a minimum period of 7 years, which can be extended upto 10 years at the discretion of the Bank.
- 1.1.2 Bidders should offer model of endpoints with the Operating System Windows 10 and CEN XFS 3.0 or higher compliant layer, that is state of the art machines capable of running Multi-Vendor Software and endpoint protection solution and which will have to be supported for a minimum period of 7 years after installation / operationalization, extendable up to a period of 10 years at the discretion of the Bank. The Bank wants advanced, multifunctional, energy-efficient system. In case, endpoint with Windows 10 is not ready, bidder can submit the bid for model compatible with Window 7 (with a license of Windows 10) subject to condition that endpoint supplied/installed should be upgraded with Windows 10 before **30<sup>th</sup> June, 2019** without any additional cost to the Bank. If during the period of warranty, a endpoint is frequently becoming out of order for technical reasons for more than three times in a month and for two consecutive months, the Bank may ask the bidder to replace the endpoint with another new endpoint at no extra cost to the Bank. The selected bidder should update /supply/ install necessary changes in Endpoints, if any, due to regulatory compliance, the same should be available at no additional cost to the Bank irrespective whether it being minor or major modifications.
- 1.1.3 The endpoints should have capability / features for remote monitoring of their all-round health / status. Electronic journals must be pulled to a central site. Along with Endpoints, accessories and Digital Video Surveillance System, various sensors alarm system etc., will also have to be supplied, integrated, tested, installed and maintained, wherever required by the Bank.

- 1.1.4 All endpoints should be enabled for the visually challenged so that the Endpoint must be suitable for the visually challenged persons. All endpoints must also be suitable for wheel chair based operations by physically challenged persons. Voice Guidance Support for the visually challenged should be strictly as per the IBA Guidelines issued in this regard.
- 1.1.5 Endpoints with technology and functionalities like touch screen, Triple DES enabled, EMV certified dip smart card reader, etc. should be supplied and installed at sites decided by the Bank. The endpoints should have capability/features for remote monitoring of their all-round health / status. Electronic journals must be pulled to a central site. Along with Endpoints, accessories and Digital Video Surveillance System, various sensors alarm system etc., will also have to be supplied, integrated, tested, installed and maintained, wherever required by the Bank.
- 1.1.6 Some portion of present procurement is intended for replacement of existing endpoints with unsupported OS Windows XP. The old endpoint must be removed by the vendor and disposed-off in a proper manner with a view to protecting the environment, reducing pollution by toxic gases / greenhouse emissions and other non-biodegradable substances caused by e-waste disposal, an undertaking to be submitted by bidder for lifting and disposal of existing endpoint as per e-waste policy of the Bank / Government. Bank shall not pay any decommissioning / degrouting cost, lifting and shifting cost of existing endpoint from the endpoint location in respect of endpoint under this RFP. As the deployment of Endpoints will be all over the country, the applicant will necessarily have to undertake installations at all locations. Endpoint Provider must ensure that Cassettes of the Endpoint being replaced, are handed over to the Branch Manager / his representative.
- 1.1.7 Endpoint Provider must ensure that the Hard Disk Drive of the Endpoint being replaced, is handed over to the Branch Manager / his representative and this should be recorded in the Installation Report to be signed by the Endpoint Provider and the Bank. The Endpoint Provider should also give an undertaking that the integrity of the data on the Hard Disk will not be compromised and put to any misuse, causing financial / reputational loss to the Bank.
- 1.1.8 The selected bidders will have to provide the endpoints as per the technical specifications mentioned elsewhere in this RFP.
- 1.1.9 Deviations from technical specifications, if any, may be clearly indicated. Though the Bank has laid down the minimum configuration of both hardware and software of Endpoint to meet present requirements, the Endpoint should be upgradable to support any statutory/ regulatory compliance requirements, the same should be available at no additional cost to the Bank irrespective whether it being minor or major modifications and / or change of configuration etc.

1.1.10 Immediate support for Bug fix, customisation, modification, enhancement related to regulatory or causing the financial loss to the Bank or affecting the Bank's reputation or the Bank terms it as critical, and its quick release without any additional cost to the Bank.

1.1.11 Bank proposes to procure fully functional Endpoints in terms of both the hardware and software for the entire life of the machines i.e. minimum 7 years. Responsibility for and the costs involved in, ensuring that the Endpoints run on legal and supported hardware and software, including Operating Systems, rests with the bidder, for the entire life of the machines. All operating system upgrades / proprietary software upgrades / patches/ licenses will be provided duly tested at ATM-Lab and two live sites free of cost to the Bank during the period of the Contract/Agreement. OS hardening (with Firewall) endpoint adequately hardened and only white listed necessary services should run in the system. No malware including viruses, worms and Trojans should enter and affect the system. The bidder is responsible for ensuring that system does not get affected by virus/ malware. Latest Secured Configuration Documents shall be shared with selected Bidder. Endpoints should be configured as per the Bank's Secured Configuration Document (SCD) from time to time. Hardening should be done for the Endpoints. Whitelisting solution should be provided having following features:

- The solution should be able to block USB ports on the ATM.
- The solution should be protected against tampering of applications which are whitelisted either on disk or on memory during execution.
- The solution should protect against malware which may be injected locally or remotely on the machine.
- The solution should prevent execution of unauthorized software, scripts, Dynamic-Link Libraries (DLL) and further defends against memory exploits.
- The solution should protect against unauthorized updation/change or property files etc.
- The solution should block unauthorized installed software.
- The solution should have capability to allocate only required ATM resources to the whitelisted application. The solution should monitor during the execution of the application that only whitelisted resources are accessed.
- The hardening solution should be developed for ATM environment and should have out of box prefabricated best practices to reduce installation period.

1.1.12 The bidders shall indicate the upgrade options available for various models of Endpoints. Machine should be capable of central upload/ download.

- 1.1.13 The Endpoints need to be energy efficient. The Endpoints to be supplied have to be fully functional in extreme weather conditions (Temperature: 0 to plus(+)40 degree Celsius (Without air conditioner), Humidity: 5% to 95% (Without air conditioner), dust, etc.) within the country.
- 1.1.14 A complete write up on security features of the Endpoints must be provided with the relative technical bid.
- 1.1.15 The system should be enabled for eJ pulling and all software required for eJ pulling must be factory loaded or loaded at the time of installation of the Endpoint at no extra cost. The vendor must ensure that eJ pulling is enabled on the day of making the Endpoint operational.
- 1.1.16 Endpoint provider should provide a all the Firmware/Software updates as and when they are released at the endpoints supplied and duly tested at ATM-Lab and two live sites. No charges shall be payable by the Bank for installation/reinstallation of any software / agent / patches / upgrade whatsoever at all endpoints normally during the calendar quarterly preventive maintenance visits or any time in case of Bank's urgent requirement
- 1.1.17 The vendor will ensure that at the time of delivery of Endpoints they are not affected by virus/ malware and will ensure that the vendor's employees attending to the Endpoints during warranty period/ AMC period do not introduce virus/ malware and in the case of any dispute Bank's decision will be final.
- 1.1.18 Grouting of endpoints: Selected bidder will have to necessarily install endpoint with good quality grouting of Endpoints, as under:

"Moving / tilting of endpoint for removing existing leveling screws. Drilling 8"-10" holes in the existing flooring using concrete drill bits. Hammering metal sleeves in these holes. Repositioning the endpoints over the existing markings. Putting in Anchor fasteners - min. 6" long anchor fasteners, preferably of Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding & Repairing broke tiles, if any".

## **1.2. Warranty, Annual Maintenance Contract and its support services :**

The endpoints supplied under this RFP will be subject to the comprehensive Warranty one year and Annual Maintenance Contract (AMC for six years (which is extendable at the discretion of the Bank for another period of 3 years). Further, following support services are also included under warranty and AMC, irrespective of no. of visits at the site/endpoint, and without any additional cost to the Bank:

### **1.2.1 Testing of endpoint at LAB :**



Selected bidder(s) will have to make available at Bank's ATM Lab during the term of the contract:

(a) one endpoint with OEM-Native Application to be supplied with 2 Hard Disks(HDD), one Hard Disk for OEM Native and one Hard Disk for MVS under this RFP without any additional cost to the Bank and

(b) the Services of an experienced and qualified resident engineer with full knowledge of technical aspects of endpoints (eg. Any functionalities, security testing, software testing, integration testing, interface testing, support UAT etc) required by the Bank during the general shift on all days (10.30 am to 7.00 pm with half an hour recess) except Sunday **during the term of contract**. In exceptional circumstances, services should be available for extended working hours to meet the high priority time bound requirements without any additional cost to the Bank.

**1.2.2 Pre-Implementation- Integration, Testing and Pilot at Endpoints with all required functionalities:**

1.2.2.1 To provide end to end support for Solutions integration, testing at the endpoints provided, under the testing environment and successful pilot at two live Endpoints under the production environment.

1.2.2.2 To share the following details and any other details required for Endpoints supplied to the Bank, in connection with testing of all the functionalities, proper error codes, health status messages, device status messages etc at the Endpoint eg :

**1.2.2.2.1 Support for Operating System :**

- Windows 10, patches, service packs etc
- Changes in Operating System configuration (eg environment variable, parameter changes, enabling / disabling services etc)
- End-user License Agreement(EULA)
- Any other relevant information including Best Practices

**1.2.2.2.2 CEN XFS Layer :**

- XFS software compliant with CEN XFS 3.0 or higher specifications.
- End-user license Agreement (EULA)
- CEN XFS Layer CD to be provided.
- Any other relevant information including Best Practices

**1.2.2.2.3 Hardware / software (both CEN XFS Compliant and Non-CEN XFS compliant)**

- Technical Specifications,
- Documentations,



- Drivers,
- Terminal Diagnostic Tools/Utilities
- Configuration / Parameter details,
- Components,
- Services
- Patches, updates and upgrades
- EMVCo/PCI certificates
- Any other relevant information
- Functional test cases (Positive and negative)
- Error codes, Health Status Messages, Device status messages.
- Provide complete details of XFS Devices (Illustrative List of XFS Devices are given as under) :

- 1) Printer and Scanners
- 2) Card Readers (incl. EMV Contact/Contactless)
- 3) Cash Dispensers
- 4) Personal Identification Number Keypads (PIN pads)
- 5) Check Readers and Scanners
- 6) Depository Units
- 7) Screen Displays (including Touch Screens)
- 8) Vandal Shields
- 9) Text Terminal Units
- 10) Sensors and Indicators Units
- 11) Vendor Dependent Mode
- 12) Cameras
- 13) Card Embossing Units
- 14) Alarms & Sensors
- 15) Cash-In Modules
- 16) Card Dispensers
- 17) Barcode Readers
- 18) Biometric Readers
- 19) Item Processing Modules

1.2.2.2.4 Full support for the NDC/DDC Application (connected to the switch) with respect to any clarifications and resolution sought regarding the platform behaviour or compliance to the NDC/DDC Specifications.

1.2.2.3 For the devices (e.g. Camera, biometric, etc.) which are not XFS compliant, Endpoint provider to develop/customise the Solution using proprietary drivers/application. In any way, it should not cause any inconvenience during day to day operations.

1.2.2.4 Text to Speech(TTS) functionality to be made available (Cost of necessary software and customisation to be borne by the Endpoint

Provider as part of total Solutions). To analyse the problem during testing & giving report to Bank.

- 1.2.2.5 To ensure that the developed ATM application(s) are PA-DSS certified.
- 1.2.2.6 To ensure that the EMV Kernel(s) provided are EMVCo certified.
- 1.2.2.7 To close all security observations raised by Information Security Department before pilot.
  - 1.2.2.7.1 Fixing of bugs / issues raised during the pre-implementation and pilot phase.
  - 1.2.2.7.2 To conduct functionality tests to avoid any operational level issues.
  - 1.2.2.7.3 Maintaining ATM-Wise version control of Solutions with granularity.
  - 1.2.2.7.4 Pilot Implementation at Endpoints of respective models/processors and its variants at live sites identified by the Bank, along with the OEM Native Application.
  - 1.2.2.7.5 To provide sign off post completion of functionality tests with Bank.
  - 1.2.2.7.6 To share all statutory or RBI compliance and security features as may be applicable on Effective Date incorporated in Endpoint OEM native application along with required technical details/drivers/components and test the same with the OEM Native Application.

### 1.2.3 Implementation and Post Implementation Support:

- 1.2.3.1 Endpoint Provider shall provide (irrespective of no. of physical visits at the site/endpoint and without any additional cost to the Bank) repair, spares replacements and maintenance service (response and resolution), to the Bank round the clock throughout the year including 2<sup>nd</sup> and 4<sup>th</sup> Saturdays, Sundays and Holidays during the terms of contract on oral/ telephonic/ email/ SMS / Mobile Application or any other mode of communication by the Bank or through its own service personnel or any service provider or any monitoring system through its own expert service resource wherever the endpoints are installed. The service shall be made available by Endpoint Provider as under:

| Category          | Resolution Time/ TAT                                                                      |
|-------------------|-------------------------------------------------------------------------------------------|
| VIP endpoints     | 2 Hours : Irrespective of the population group/ category                                  |
| Regular endpoints | i. 4 Hours : At Metro, Urban and Semi-urban locations<br>ii. 6 Hours : At Rural locations |

The Bank will have sole discretion to permit the grace travel time depending on the circumstances.

Endpoint Provider should ensure dispatch of qualified personnel to the endpoint site with a view to resolve the incident attributed to Endpoint Provider and operationalise the endpoint within the abovementioned resolution timelines under the following illustrative circumstances:

- 1.2.3.1.1 Remedial Hardware Maintenance, shall cover free supply and replacement of spares, components, cassettes, devices as well as labour required to repair a malfunctioning of endpoint caused due to any reason (including but not limited to flood, earthquake, natural calamities and vandalism cases, man handling, short circuit, fire, damage, voltage fluctuation, electrical malfunctioning, destruction, theft, burglary, sacking etc) and restore it to good operating condition without any additional cost to the Bank. Vendor may obtain suitable insurance to cover their liabilities under this clause. However, the Vendor shall not link claim of insurance to the provisioning of services under this clause, to operationalize the endpoint. Remedial hardware maintenance includes software support (and software reload) only to the extent required to repair failed or malfunctioning hardware and / or CEN XFS and OEM Native Application layer. Further, it covers, inter-alia, free provision of spares, parts, kits, software, including CEN XFS, OEM Native Application devices, drivers, as and when necessary to ensure that endpoint function in a trouble-free manner. Endpoint Provider shall correct any faults and failures caused due to any reason, in the equipment and shall repair and replace worn out defective parts of the endpoint as and when requested by the Bank. Unserviceable spares, components, devices of the endpoint caused due to any reason should be replaced free of cost by endpoint provider within the aforesaid resolution time (if it affects/impacts the operation of the endpoint) and within two working days (if it does not impact the operation of Endpoint).
- 1.2.3.1.2 Services include releases and software code corrections for the current software version to support existing functionalities of the Equipment listed in Appendix 4a read with Appendix 4b, wherever applicable, of the RFP which shall be provided and installed at all Cash Recyclers free of cost to the Bank and the last release of the prior software version for Endpoint Provider Equipments should be preserved. All engineering changes generally adopted hereafter by the Endpoint Provider for equipment similar to that covered by this agreement, shall be made to the machine/equipment at no cost to the Bank. Qualified maintenance engineers totally familiar with the machines shall perform all repairs and maintenance service described herein.
- 1.2.3.1.3 Should fully support to resolve any issue/bug related to software/hardware/components/services/ parameters /configuration/

OS/XFS layer/devices/drivers/terminal diagnostic tools/utilities /patches/OEM Native Application provided by Endpoints provider for smooth running of Solutions.

- 1.2.3.1.4 Replace the endpoint parts on an exchange basis. Installed parts may be new or reconditioned by a Vendor Certified Endpoint parts rework facility.
- 1.2.3.1.5 Any Certificate loading on the endpoint.
- 1.2.3.1.6 Replacement of Lock/S&G lock, hood keys, purge bin, currency cassettes and other plastic parts in the endpoint, Safe doors, endpoint safe, print heads, levers – which are used by Bank's custodians to release the cassettes, pull the journal roll or receipt roll, etc
- 1.2.3.1.7 Service like DNS setting, IP address changes, changing currency cassettes configuration, cassettes calibration, changing combination lock setting or any other activities which cannot be performed by Centralized solutions as and when requested by Bank without any additional cost to the Bank.
- 1.2.3.1.8 Should ensure that any software/patches/any change in Hardware introduced by them throughout the contract period, will be tested in coordination the Bank, before it is deployed into production
- 1.2.3.1.9 To provide the complete details with escalation matrix for reporting issues along with URL where the call is required to be logged.
- 1.2.3.1.10 Root cause analysis for disputed / fraudulent transaction and submit the report to the Bank.
- 1.2.3.1.11 Endpoints provider to share their respective product(HW/SW) roadmaps including software releases/updates to the Bank on a regular basis.
- 1.2.3.1.12 Extend support for all changes related to calendar quarter are fully tested and ready for release by end of the calendar quarter and pilot at two endpoints.
- 1.2.3.1.13 Preventive Maintenance shall be provided to ensure that endpoint is maintained in good operating condition as per Equipment Specifications and includes the provision of labour, service parts as deemed necessary by Vendor and travelling time at no additional cost to Bank.
- 1.2.3.1.14 Endpoint Provider shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the endpoints and necessary repairing of the endpoints) at such intervals

(minimum once in calendar quarter-{Please note that this will not restrict any other visit required for any other purpose at the endpoint by the Bank}) as may be necessary from time to time to ensure that the endpoint is in efficient running condition to ensure trouble free functioning. Such visits could also be covered in visits for trouble shooting provided preventive maintenance is also done. Vendor should submit to a Bank report as per requirement given in Online Portal **or** alternatively confirmed through the Web Portal. If no system/portal in place, Bank shall maintain a register at its site in which, the Bank's operator/ supervisor shall record each event of failure and / of malfunction of the equipment. Endpoint Provider's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, Endpoint Provider's engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official. Preventive maintenance needs to be scheduled at a time convenient to the Vendor and Bank or may be performed during the remedial maintenance. The selected bidder is required to share the quarterly schedule of Preventive Maintenance (endpoint ID-wise) with ATM Operations team under Channel Management and Customer Service Department at LHO at least 15 days in advance. The following Preventive Maintenance Check-list is required to be submitted duly signed and completed.

| PREVENTIVE MAINTENANCE : ATM ID : |                                                                                                 |      |
|-----------------------------------|-------------------------------------------------------------------------------------------------|------|
| SI                                | Check List                                                                                      | Done |
| 1                                 | Verify the device logs and tallies to know the module performance                               |      |
| 2                                 | Check endpoint Input Voltage i.e. Phase Vs Neutral Vs Earthing                                  |      |
| 3                                 | Verify all fans are operating correctly and are not noisy                                       |      |
| 4                                 | Ensure shutter assemblies and guides are fully tightened on to the fascia                       |      |
| 5                                 | Using a vacuum cleaner, vacuum all internal surfaces including all modules                      |      |
| 6                                 | Clean the vacuum filter, Replace if necessary                                                   |      |
| 7                                 | Clean the LVDT sensor wheels with cotton buds and alcohol                                       |      |
| 8                                 | Check and replace the stacker wheels and gears if found damaged                                 |      |
| 9                                 | Replace all the gears and bearing using DPM kit                                                 |      |
| 10                                | Replace all suction cups and check and replace Pick line if found broken                        |      |
| 11                                | Ensure pick and presenter modules are aligned correctly (D wheel, Pick-Pick & Pick - Presenter) |      |
| 12                                | Ensure pick frame and cassette latches operate correctly and lock cassette into position        |      |
| 13                                | Check purge bin micro switch, latch & shutter operates correctly                                |      |
| 14                                | Ensure presenter mouth is aligned to the safe door                                              |      |
| 15                                | MCRW transport rollers should be cleaned with wet cloth                                         |      |
| 16                                | Clean the card reader transport and head using the pre-soaked cleaning card                     |      |
| 17                                | Clean and align MCRW pre head sensor, Replace if required                                       |      |
| 18                                | Check and adjust the shutter mechanism and align with fascia                                    |      |
| 19                                | Check and clean all sensors in depository including anti-fishing sensor                         |      |
| 20                                | Clean the print head flex cable contacts and check the print head holder for proper operation   |      |
| 21                                | Check the auxiliary transport drive gear meshes properly with the main transport drive gear     |      |
| 22                                | Clean and lubricate JP print head carrier and replace ribbon drive spring, if required          |      |
| 23                                | Clean and lubricate JP Reel guide for smooth operation, if required replace                     |      |
| 24                                | Clean thermal print head and transport belts with wet cloth                                     |      |
| 25                                | Clean EPP, Touch screen & FDK's with cloth dipped in IPA                                        |      |
| 26                                | Ensure Mechanical lock dialer and reference plate are fixed and working properly                |      |
| 27                                | Clean camera lens and mirror, Check USB cable are intact at both ends                           |      |
| 28                                | Check cabinet lock and door hinges, replace if required                                         |      |
| 29                                | GBNA/GBRU Preventive maintenance as per Service manual                                          |      |
| 30                                | Check and ensure that Cash retraction is disabled                                               |      |
| 31                                | Grouting done or not done                                                                       |      |
| 32                                | LAN Cables connection checked                                                                   |      |
| 33                                | Air Conditioner in working condition                                                            |      |
| 34                                | Power Supply cleaned using brush or vacuum.                                                     |      |
| 35                                | Check Currency Cassette Pressure                                                                |      |
| 36                                | Cross Check the Cash Recycler completely packed to avoid rodent entry                           |      |

|                           |                                                                                             |           |
|---------------------------|---------------------------------------------------------------------------------------------|-----------|
| 37                        | Check and remove foreign material like paper roll, ribbon and unwanted paper bits           |           |
| 38                        | Latest Software loaded. Mention the software version in the PM report                       |           |
| 39                        | Check for proper operationalisation of combination lock                                     |           |
| <b>POST PM Check List</b> |                                                                                             |           |
| 1                         | Card reader and receipt printer mouth aligned with fascia slot                              |           |
| 2                         | Align monitor display and calibrate touch screen                                            |           |
| 3                         | Check dispenser shutter test in loop and ensure proper operation                            |           |
| 4                         | Do stack and clear test with 40 bills for multiple times, Ensure dispenser work properly    |           |
| 5                         | Run print alignment test for both printer and ensure for good quality print                 |           |
| 6                         | Check camera / DVSS for good quality images with transaction details imposed                |           |
| 7                         | Ensure EJ setting and cash retraction patch work properly / EJ software is working properly |           |
| 8                         | Check card reader for track read and speed test, replace the module if required             |           |
| 9                         | Clear tallies at end of the PM                                                              |           |
| 10                        | DVSS is working properly                                                                    |           |
| 11                        | Environmental condition of Cash Recycler                                                    | Good /Bad |

Date :

Signature of Engineer.

1.2.3.1.15 The scope of Services for Digital VSS covers the following:

1.2.3.1.15.1 At the time of preventive maintenance services, check if image is captured correctly;

1.2.3.1.15.2 using VENDOR VSS menu under supervisor mode to check that images captured are getting stored in the hard disk drive of endpoints;

1.2.3.1.15.3 checking camera status, image capturing and data storage at every preventive maintenance of endpoints;

1.2.3.1.15.4 Digital VSS hardware and software maintenance – In the event of failure, take appropriate actions to rectify the same:

1.2.3.1.15.4.1 Change of cable if bad

1.2.3.1.15.4.2 Change of camera if bad

1.2.3.1.15.4.3 Change of HDD if bad

1.2.3.1.15.4.4 Reload s/w in case of s/w crash or change of HDD



1.2.3.1.16 With submission of AMC bill for payment, a copy of DVSS image along with others required documents is must as a proof of doing the preventive maintenance of DVSS.

1.2.3.1.17 Any other Bank's preventable calls.

1.2.3.1.18 The cost of combination lock if required to be replaced during the contract period shall be borne by Endpoint Provider. Such defective lock shall be broken open by Endpoint Provider at their cost. Further, breaking open the safe lock shall be required to be done without any additional cost to the Bank, as number of such instances are very limited.

1.2.3.1.19 Bank's Responsibilities:

1.2.3.1.19.1 Bank has a duty to secure all valuables that may be present in or about the Equipment / Cash Recyclers being serviced by Endpoint Provider. It is not Endpoint Provider's duty to provide security for Bank's property. In the event that other persons authorized by Bank (including but not limited to the Bank's cash-in-transit provider/ATM/CD/ Cash Recyclers custodians, managed services provider or their subcontractors) are present at the Equipment site, they shall at all times be deemed to have care, custody and control of the Equipment, its contents and the premises.

1.2.3.1.19.2 Bank is responsible for ensuring the currency cassettes are configured correctly by the Endpoint Provider during the installation or during an upgrade or migration to new platform.

1.2.3.1.19.3 In the event the safe is required to be opened, for any reason whatsoever during the warranty or post-warranty period, such instances shall not be included for downtime calculations.

1.2.3.1.19.4 Endpoint Provider shall perform Services requiring access to the vault or other secure area of the Equipment only if Endpoint Provider is met at the Equipment site by the Bank's authorized representative who has the means to open the vault and who shall be deemed at all times to have care, custody, and control of the contents of the Equipment ("Escorted Access Services")

1.2.3.1.19.5 In case Bank intends to shift and/or move the Equipment, Bank shall intimate 15 days in advance to Endpoint Provider of any such shifting and/or movement, as the case may be and further shall provide the complete details of the new location, if any. Endpoint Provider shall provide de-installation and/or re-installation services if required for shifting and/or movement of such Equipment at the Rate specified in the RFP.

1.2.3.1.19.6 Bank or its authorised agent shall call Endpoint Provider's customer care centre on toll free service numbers or any other number as may be provided to Bank from time to time for maintenance service requirement during the maintenance period and shall obtain the work order number. For locations not covered under toll free service



number, Bank shall contact Endpoint Provider's and/or its authorised Endpoint Provider's local office for maintenance services.

- 1.2.3.1.19.7 Endpoint Provider shall maintain service logs of each incident of Equipment malfunction, date and time of commencement and successive completion of repair work performed on the Equipment together with a description of the cause for work, either by description of the malfunction or as regularly scheduled Preventive Maintenance. Bank shall use the same log for recording the nature of faults and failures observed in the Equipment, the date and time of their occurrence, and the date and time of their communication to Endpoint Provider. Bank or its representatives shall acknowledge a call slip for each and every maintenance service performed.
- 1.2.3.1.19.8 Bank shall be responsible for all electrical work which is external to the Equipment.

## **2. Annual Technical Support Services by Endpoint Provider:**

NB : All the support services mentioned below are illustrative but not exhaustive and are part of ATS and suitable cost may be factored while subscribing to the RFP

All Support Services under Annual Technical Support at the Endpoint ( irrespective of no. of physical visits at the site/endpoint and without any additional cost to the Bank), should be made available by Endpoint Provider to the Bank round the clock during the term of the contract throughout the year including 2<sup>nd</sup> and 4<sup>th</sup> Saturdays, Sundays and Holidays during the terms of 7 years. Qualified maintenance engineers totally familiar with the solutions and endpoints shall perform all the services provided hereinafter:

### **2.1 Implementation and Post Implementation Support :**

- 2.2.1 Endpoint Provider shall provide any maintenance and support services (irrespective of no. of physical visits at the site/endpoint and without any additional cost to the Bank), related to Endpoints/Solutions under the ATS – Annual Technical Support, on oral/ telephonic/ email/ SMS / Mobile Application or Tickets/Incidents reported at Banks' Online Monitoring System any other mode of communication by the Bank through its qualified expert personnel wherever the endpoints are installed with following resolution time :

| Category      | Resolution Time/ TAT                                     |
|---------------|----------------------------------------------------------|
| VIP endpoints | 2 Hours : Irrespective of the population group/ category |

|                   |                                                                                           |
|-------------------|-------------------------------------------------------------------------------------------|
| Regular endpoints | i. 4 Hours : At Metro, Urban and Semi-urban locations<br>ii. 6 Hours : At Rural locations |
|-------------------|-------------------------------------------------------------------------------------------|

The Bank will have sole discretion to permit the grace travel time depending on the circumstances.

Endpoint Provider should ensure dispatch of qualified personnel to the endpoint site with a view to resolve the incident and operationalise endpoint within the given response and resolution timelines as given above under the following illustrative circumstances:

- 2.2.2 Selected Bidder(s) shall install/reinstall/ Roll out of duly tested (at ATM Lab and two live sites) OEM Native Application/software/agents/Bank's provided agents, third party provided agents etc, and successful operationalization at their respective endpoints permitted by the Bank as per process shared with the Bank.
- 2.2.3 To attend the tickets/incidents relating to endpoint reported in the Web portal of Vendor/Banks' Online Monitoring Solutions/Mobile Application/Any other arrangement stipulated by the Bank.
- 2.2.4 Endpoint is down for any reason.
- 2.2.5 Clearing of currency jam, paper, card, journal/receipt paper jams, clearing of card jams. Repetitive cash jam issues general administrative maintenance ("Administrative Maintenance"), including retrieval of mutilated cash from the divert cassette
- 2.2.6 Visits required to bring the endpoint online when left in maintenance mode or to correct currency cassettes not properly seated; straps or bands not removed from currency; improper loading of currency into cassettes; or improper loading of cassettes into the endpoint; incorrect, or incorrect installation of consumable supplies; erroneous endpoint settlement totals causing the endpoint to go out of service; failure to clear the electronic journal;
- 2.2.7 The following erstwhile endpoint related FLM services which shall be serviced through ATS Services:
  - 2.2.7.1 Endpoint down due to telephone line, Endpoint network, or non-Vendor-serviced modem problems;
  - 2.2.7.2 Calls placed where no problems are found;
  - 2.2.7.3 Visits to the Endpoint/ATM to allow access to ATM to a third party;

- 2.2.7.4 Visits to the Endpoint/ATM because of vandalism to the Endpoint/ATM or facility;
- 2.2.7.5 Visits to the Endpoint/ATM because the Endpoint/ATM ran out of currency (Vendor shall not load ATM currency cartridges or dispensers as part of FLM Services in ATMs for which cash replenishment services are not being provided by Vendor);
- 2.2.7.6 Calls resulting from Bank's or third party's erroneous actions.
- 2.2.8 To provide training to Bank's custodian as and when required. The training primarily covers the administration and End of Day (EOD) process which comprises two sections i.e. (a) counter update for cash during Cash Replenishment; and (b) comparing Switch Admin Hoppers total and balancing the endpoint. Endpoint Provider shall also provide the training on paper loading (receipt roll) and changing of combination locks;
- 2.2.9 Endpoint Provider shall arrange to store DVSS footages up to a period of 180 days. DVSS Images backup and EJ Backup as and when required by the Bank and /during preventive maintenance shall be done by the Vendor without any additional cost to the Bank.
- 2.2.10 Services for loading and on-going maintenance of encryption keys.
- 2.2.11 Service like DNS setting, IP address changes, changing currency cassettes configuration, cassettes calibration, changing combination lock setting or any other activities which cannot be performed by Centralized solutions.
- 2.2.12 Services covers endpoint testing, installation, operationalization, reinstallation, upgradation, bug fixing, patches , resolution and troubleshooting the endpoint fault or its components or services or parameters or configuration or its accessories or software stack-OEM Native Application/MVS Application/EPS Application (which includes any agent provided by the Bank or OEM or Third party eg EJ agent etc) or any other specific activity/changes required by the Bank or of its representative) with a view to ensure smooth functioning or its operationalization or to ensure proper reporting or to ensure the uptime or for regulatory requirement.
- 2.2.13 Trouble shooting of Software/Agents at the Endpoint for non-functioning of any of its functionality or Endpoint is down irrespective of facts whether it relates to Software or hardware breakdown. The Endpoint Provider will take full responsibility for ensuring that the Endpoint is functional with Solutions installed on the same and will aim for operationalization of Endpoints and share the logs if required.

- 2.2.14 Upgradation of Solutions and its patches at the Endpoints regularly from time to time or at regular frequency or because of any change in Solutions either through software distribution tool or through physical visits at endpoint in case the same could not be pushed through software distribution for any reason.
- 2.2.15 Resolution of any issue related to Electronic Journal (EJ) at the endpoint.
- 2.2.16 Resolution of any issue related to EJ Agent installed at the endpoint.
- 2.2.17 Root cause analysis for disputed / fraudulent transaction, and submit the report to the Bank.
- 2.2.18 Providing physical logs and / or camera (EJ/JP/IMAGE) from Endpoint in case of disputed / fraudulent transactions
- 2.2.19 Extend support and ensure that all changes related to calendar quarter are fully tested and ready for release by end of the calendar quarter and pilot at two endpoints and distribute the same to the Endpoints remotely if bandwidth permits else through the engineers for manual installation and operationalization at the Endpoints.
- 2.2.20 To test Banks' Provided agent (s) at Lab and roll-out (i.e. install at all endpoints) after pilot at two live endpoints at respective model remotely if bandwidth permits else through the engineers for manual installation and operationalization at the endpoints.
- 2.2.21 Access Security and Liability:
- 2.2.21.1 It is agreed that Vendor shall perform Service at the Endpoints without any employee or agent of Bank being present to provide security for the cash and Valuables contained in the Endpoints and at Endpoint site. Vendor agrees to perform service under such unaccompanied and unsecured conditions, but Vendor is not providing a security service. Further, while providing such Services, Vendor shall not be liable for any loss (cash or valuables) provided such loss is not caused by the gross negligence or willful criminal action on the part of Vendor or its employee.
- 2.2.21.2 It shall be the responsibility of Bank to secure cash and valuables that may be present in or about the Endpoint being serviced by Vendor. It is not the duty of Vendor to provide security for Bank's property.

NB : Wherever support of joint custodian require, Endpoint Provider to coordinate with Joint custodian to resolve the issue.

### 3. Managed Support Services:

The Endpoint Provider should be capable to handle the allotted Managed Services under the contract immediately. They should also have a clear action plan to ramp it up to handle number of machines. The responsibility of collecting all the required information and customization to communicate with the Circles shall be with the Endpoint Provider and must be carried out by the Endpoint Provider without any additional cost to the Bank. The cost of leased line and back up connectivity from the Solution Provider's Management Centre and DR Site to the Bank's Switch and DR Site must be borne by the Endpoint Provider. The recurring expenditure relating to connectivity shall be borne by the Endpoint Provider. Cost of licenses/software/hardware/ services required to provide Managed Services will be borne by the Solution Provider.

Endpoint Provider will have to take over existing endpoints sites from existing MS Vendor (in case the same does not belong to it already) on implementation of solutions at the respective endpoint and operationalize the full-fledged managed services at these endpoints within 10 days. Endpoint Provider should start operationalization of full-fledged managed services within 10 days of the installation of endpoint. Submit the following management takeover certificate duly completed and signed. The report is also required to be uploaded / keyed-in at Online Monitoring System of the Bank.

#### MANAGEMENT TAKEOVER CERTIFICATE SITE TAKEOVER REPORT

|                                     |                                                                     |
|-------------------------------------|---------------------------------------------------------------------|
| Bank :                              | ATM Name :                                                          |
| ATM Address:                        | Region:                      Module :                      Circle : |
| Nodal/ Base Branch Name and Code:   | Nodal/ Base Branch address:                                         |
| ATM : (On-site / Off-site/ Captive) | ATM ID:                                                             |
| Branch Manager's Name :             | Branch Contact Nos.:                                                |
| ATM Co-ordinator name:              | ATM Co-ordinator contact details:                                   |
| Weekly Holidays:                    | Zonal ATM Co-ordinator:                                             |
| Cash Link Branch and Code           | Cash Link Branch Address :                                          |
| Geocode                             | Lat :                                      Long :                   |

|                                                                       |   |
|-----------------------------------------------------------------------|---|
| Inventory/Assets available at ATM Site : (Mention Nos., Make & Model) |   |
| 1. ATM: a: Make                                                       | : |
| b: Machine Serial No.                                                 | : |

c: Date of installation :

d: Currency Cassettes (Nos.) :

e. Set 1 of physical key :

f. Set 2 of physical key :

|                                         |                                      |
|-----------------------------------------|--------------------------------------|
| 2. A/C 1 :                              | 22. Name of Network Vendor:          |
| 3. A/C 2 :                              | 23. Dustbin :                        |
| 4. Telephone :                          | 24. Cheque Deposit Box :             |
| 5. ATM Machine :                        | 25. Drop Box Keys :                  |
| 6. UPS make, model no.:                 | 26. No. of Poster frames:            |
| 7. No. of Batteries :                   | 27. Planters :                       |
| 8. Modem :                              | 28. Stationary Box :                 |
| 9. Stabilizer :                         | 29. Stationary:                      |
| 10. Generator :                         | 30. Registers :                      |
| 11. Exhaust Fan :                       | 31. Chair :                          |
| 12. Sign Board/s :                      | 32. Stool :                          |
| 13. Tube Lights :                       | 33. Fire Extinguisher (Full/ Empty): |
| 14. Bulbs :                             | 34. Keys :                           |
| 15. Doormat :                           | 35. Any other Items :                |
| 16. Door :                              | 36. Visual merchandise:              |
| 17. Door handle:                        | 37. Access Lock:                     |
| 18. External Glass:                     | 38. Electrical fittings:             |
| 19. VSS/DVSS, if available:             | 39. Earthing:                        |
| 20. Lollypop signage:                   | 40. ATM Sign Board:                  |
| 21. Network Type: VSAT/Leased Line/CDMA | 41. RBI license copy:                |

Remarks:

|                 |                 |
|-----------------|-----------------|
| H/over by Name: | T/over by Name: |
| Designation:    | Designation:    |
| Company Name:   | Company Name:   |

RFP for Procurement of Endpoints (ADWMs) with  
Support Services – Phase XIII



Signature:

Signature:

Certified that the ATM Site has been taken over by M/s.....for  
Managed Services.

|                              |                               |
|------------------------------|-------------------------------|
| FLM / House Keeping on Duty: | FLM / Housekeeper Supervisor: |
| Name:                        | Name:                         |
| Contact No:                  | Contact No:                   |
| Date:                        | Signature:                    |
| Time                         | Branch/Bank Seal & Sign:      |
| Signature:                   |                               |

RFP for Procurement of Endpoints (ADWMs) with  
Support Services – Phase XIII



| MACHINE & SITE DETAILS                                                       |                           |                                        |
|------------------------------------------------------------------------------|---------------------------|----------------------------------------|
| ATM ID                                                                       |                           |                                        |
| Machine type                                                                 | Endpoint                  | Recycler                               |
| OLD ATM id (if Any)                                                          |                           |                                        |
| Date of Installation                                                         |                           |                                        |
| Machine Supplier Vendor                                                      |                           |                                        |
| OEM/manufacturing Vendor                                                     |                           |                                        |
| MS Vendor                                                                    |                           |                                        |
| Model Name & Serial no.                                                      |                           |                                        |
| Phase                                                                        | Phase 13                  |                                        |
| Installation Location<br>(Tick if applicable)                                | Airport                   | Shopping Mall or Complex/Movie Theatre |
|                                                                              | Intouch                   | Bus Stands                             |
|                                                                              | Railway Station           | Market area/Bazaar                     |
|                                                                              | Metro Station             | Govt. Building/ Govt. office           |
|                                                                              | Army/Defence Area         | Main Branch                            |
|                                                                              | Petrol Pump               |                                        |
| ATM Site Type                                                                | E-corner Onsite           | Onsite                                 |
|                                                                              | E-corner offsite          | Offsite                                |
|                                                                              | Intouch Onsite            |                                        |
| Installation Room                                                            | Branch Lobby              | Cabin                                  |
|                                                                              | Window                    | E-corner                               |
|                                                                              | Intouch                   |                                        |
| Ramp Available for Disable?                                                  | Yes                       | No                                     |
| CCTV available                                                               | Yes                       | No                                     |
| E-surveillance System                                                        | Yes                       | No                                     |
| Security Guard                                                               | Yes, Time shift _____     | No                                     |
| Backroom Available                                                           | Yes                       | No                                     |
| Are all electrical wires, UPS, switches, network cables, modem in back room? | Yes                       | No                                     |
| No. of existing machines at site<br>(exclude this new machine)               | No. of Existing Endpoints | No. of Existing Recycler/CDM           |
|                                                                              | Total Machines at site    |                                        |
| Full Site Address                                                            |                           |                                        |
| District                                                                     |                           |                                        |
| City                                                                         |                           |                                        |
| State                                                                        |                           |                                        |
| Circle as per SBI                                                            |                           |                                        |
| Pincode                                                                      |                           |                                        |
| Latitude (upto 6 decimal)                                                    |                           |                                        |
| Longitude (upto 6 decimal)                                                   |                           |                                        |
|                                                                              |                           |                                        |
| Cash Replenishment                                                           | Bank Staff                | Outsourced Agency Name _____           |
| Joint Custodian1 name                                                        |                           |                                        |



RFP for Procurement of Endpoints (ADWMs) with  
Support Services – Phase XIII



|                                             |                                             |                      |
|---------------------------------------------|---------------------------------------------|----------------------|
| Mobile No.                                  |                                             |                      |
| PF No./Employee no                          |                                             |                      |
| Joint Custodian2 name                       |                                             |                      |
| Mobile No.                                  |                                             |                      |
| PF No./Employee no                          |                                             |                      |
|                                             |                                             |                      |
| Connectivity Vendor                         |                                             | TMK Set<br>No. _____ |
| Machine IP                                  |                                             |                      |
| Gateway IP                                  |                                             |                      |
| <b>Bank Detail</b>                          |                                             |                      |
| Owner Branch:                               | Cash-link Branch                            |                      |
| Address :                                   | Address :                                   |                      |
| City :                                      | City :                                      |                      |
| Pincode :                                   | Pincode :                                   |                      |
| Contact Person(Branch :<br>Mgr/Channel Mgr) | Contact Person(Branch :<br>Mgr/Channel Mgr) |                      |
| Contact No. :                               | Contact No. :                               |                      |
| Email ID :                                  | Email ID :                                  |                      |
| <b>Machine Details</b>                      |                                             |                      |
| Biometric Facility : Yes / No               | Card Lock door:                             |                      |
| DVSS Camera :                               | Operating System : _____                    |                      |
| Braille Friendly:                           | Dip Card:                                   |                      |
| Hearing impaired friendly (talking ATM):    | Languages: English (Y/N) Hindi<br>(Y/N)     |                      |
| Touch Screen :                              | Regional<br>(Y/N) _____                     |                      |
|                                             |                                             |                      |
|                                             |                                             |                      |

The comprehensive Managed Support Services shall include the following:

- 3.1 Replenishment of consumables.
- 3.2 Housekeeping for endpoint and immediate surrounding
- 3.3 Maintenance and Management of peripherals / allied equipment(s)
- 3.4 Management Center Activities
  - 3.4.1 Central Helpdesk at Management Center
  - 3.4.2 Monitoring and ensuring improved uptime/availability
  - 3.4.3 Cash Management Services

Vendor shall also ensure that only qualified maintenance personnel familiar with the respective services shall perform all the services required under the Managed Support Services. There will be no restriction on the no. of visits at the site/endpoint.

### 3.1 Replenishment of Consumables:

3.1.1 Supply and Replenishment of consumables such as paper roll, printer ribbons, inkjet cartridge Vendor shall replenish consumables essential to ensure uninterrupted ENDPOINT operation as necessary without limitation on quantity.

3.1.2 The specification of these consumables shall be as under:

3.1.2.1 Ribbons of high tensile strength material – 12.7mm with 24' length. shall print 5 million characters approx., if applicable.

3.1.2.2 Receipt Rolls – 80mm wide x 8" dia approx x 0.7" core dia produced on ENDPOINT grade thermal paper Appleton Alpha 8. The density of sense mark shall be uniform with 1.2 plus & tolerance level of slitting shall be +/- 0.012".

3.1.3 Consumable Management shall be independent of ENDPOINT make, model, type of network & Vendor.

3.1.4 Stationery, other than specified herein, if required to be procured in future, shall be contracted at mutually agreed terms.

### 3.2 Housekeeping for endpoint and immediate surrounding:

3.2.1 Cleaning of both customer area & back room and immediate surroundings; cleaning of all items in kiosk e.g. ENDPOINT exterior, LCD/CRT screen, air conditioners, visual merchandise, signage (including external signage), floor, glass, walls, cleaning of waste paper basket, etc., to ensure that the kiosk presents a neat and clean appearance. All surfaces shall be maintained clean and particularly glass surfaces shall be maintained sparkling clean.

3.2.2 Cleaning of Signage / Lollypop once a month.

3.2.3 All sites shall be cleaned minimum twice a day for Regular endpoints and thrice a day for VIP endpoints and report through Online Portal or Mobile Application for any non-functioning of the endpoint or any fault or non - availability of connectivity.

3.2.4 Pest control/anti-rodent treatment shall be undertaken minimum once every half year.

3.2.5 Managing display of notices, information and collaterals at ENDPOINT site.

3.2.6 Display of Manage Service Center's toll-free number etc at the endpoint site for reporting of the problem.

3.2.7 In the process of providing these services, Vendor undertakes to use good/ standard quality cleaning material. No housekeeping material will be kept in the direct view of the customer.

3.2.8 Monitoring Site and reporting any problems relating to following through Online Portal or Mobile Application:  
(List is illustrative and not exhaustive)

- Functioning of endpoint
- Door
- Door handle
- External glass
- Visual merchandise
- Access lock
- Electrical fitting
- Earthing
- AC working condition
- Thermostat settings.
- UPSS
- UPSS Batteries
- Electrically fit signage
- Painting
- Any civil requirement
- Lighting facility
- Environmental conditions etc

3.2.9 Arrange to get publicity materials, banners, posters etc. supplied by the Bank displayed at the endpoint site as per instructions besides replenishing leaflets, brochures etc.

3.2.10 Reporting incidents of vandalism, theft, breakage, fire etc. to police/ Link Branch / LHO and other appropriate authorities.

3.3 Maintenance and Management of peripherals / allied equipment(s):

Vendor shall monitor health, repair and maintain UPS and Batteries. Vendor shall check the following parameters during preventive maintenance of UPS:

- Input & output voltage
- Input & output current
- Input frequency
- Battery life
- Battery voltage
- UPS internal temperature

The cost of replacement of UPS and Batteries, if needed, shall be borne by the Bank.

Visits to the site to allow access to the site or to a third party or to provide facilities management such as adjusting thermostat settings

### 3.4 Management Center Activities:

#### 3.4.1 Event/Incident Management Services

This serves to clarify each party's responsibilities with regard to the Incident Management Services provided by Vendor hereunder for Bank's network of endpoints (Hereinafter collectively referred to as "ATM"). Vendor shall remotely monitor Bank's networked endpoints allotted to Vendor, both proactively and reactively, for hardware performance issues and shall dispatch incidents to Bank's service providers (Hardware Vendor/Network Vendor/Vendor's engineers) as appropriate (collectively "Services").

##### 3.4.1.1 Performance Reviews

Vendor shall conduct monthly performance reviews with Bank at LHOs and Corporate Centre at mutually agreed schedules, dates and locations and representatives from both Bank and Vendor shall attend such performance reviews. Meeting agenda items shall include, but not be limited to, Downtime statistics, service levels, missed problems and no fault found incidents as reported by the Vendor Management Centre.

##### 3.4.1.2 Incident Management Services

###### 3.4.1.2.1 Monitoring :

Receipt of service requests via a helpline number (Toll Free Number -----) to Vendor's Management Centre or as per the trouble ticket generated in the monitoring system.

###### 3.4.1.2.2 Technical Helpdesk :

Vendor's help desk function (available 24 x 7 x 365) shall be the single point of contact for engineer's phoning for help, wanting feedback on the status of a problem or managing multiple parties to resolve problems.

###### 3.4.1.2.3 Dispatch Requests

Vendor Incident Management System shall take error codes from the units and route these codes to Vendor's dispatch system or a Vendor ATM Management Centre agent or the appropriate service provider as designated by Bank.

###### 3.4.1.3 Modules :

The Vendor will need to integrate with the Bank, for the feed distribution system for Online Monitoring Solution(OMS) of the Bank. The Vendor will be provided web access of OMS for Operational Dashboard/Fault Monitoring, Incident Management Module, and Vendor Payment System.

#### 3.4.1.4 Managing Vendor and Third Party Service Providers

Vendor's Incident Management Service manages the coordination of incidents that require both single and multiple third party dispatches. Vendor shall monitor (i) receipt of an incident, (ii) arrival on-site, (iii) repair time and (iv) total resolution time from start to finish.

For such equipment not supplied and installed by Vendor like UPS, Access Lock, PC, Air conditioner, Surveillance System, installed at existing ATM locations, Vendor shall dispatch an incident call to the respective supplier's central location. Bank shall provide Vendor the details of the central location and the Toll Free numbers of the suppliers for Vendor to log the calls. It shall be the responsibility of Vendor to ensure that the calls logged by them for rectification of certain deficiencies shall be closed. Till closure Vendor shall continue to follow up with Vendors / Suppliers.

#### 3.4.1.5 Reporting

a. Vendor Management Centre shall notify the closure of incident to the linked branch and shall provide Bank monthly report on ATM channel performance.

b. ATM messages triggered upon crossing of threshold, thermal or vibration captured by the Switch shall be passed on to the Vendor's Management Centre who shall trigger appropriate escalation/alarm. At sites configured with hooters/alarms, the crossing of these thresholds shall also trigger such local alarms/hooters also provided the feed from the Switch is received and appropriate mechanism exists.

c. Escalation shall be necessary for other defined events, like supervisory activity in a particular period of the night.

#### 3.4.1.6 Bank's Responsibilities

##### 3.4.1.6.1 Network Access :

Bank shall provide Vendor access to Bank's network. This shall be a dedicated link from the Vendor ATM Management Centre to Bank's ATM network.

##### 3.4.1.6.2 Bank's Management Interface :

Bank shall communicate with Vendor personnel through a specific set of contacts for initial call placement. Name and phone numbers (during office hours and after office hours) of individuals responsible for assisting Vendor shall be provided prior to the Implementation Date.

#### 3.4.1.6.3 Third Party Service Providers :

Bank shall provide Vendor the names and phone numbers of Sub – Contractors/ Consultants/ Outsourced Agents within any third-party service provider responsible for assisting Vendor prior to the Implementation Date.

#### 3.4.2 Central Helpdesk at Management Center:

The Helpdesk services will broadly cover the following illustrative list but not exhaustive:

- 3.4.2.1 Vendor shall provide Managed Services which would include round the Clock Centralized remote monitoring with all related field-level support services in respect of endpoints.
- 3.4.2.2 Vendor should ensure their key personnel with relevant skill are always available at the Management Center and ensure the professional standard, quality and delivery of services
- 3.4.2.3 Vendor's support staff should be well trained to effectively handle queries raised by the Bank customer / employees / service providers etc.
- 3.4.2.4 The expected time of resolution should be average 3 minutes per call which are of routine nature.
- 3.4.2.5 Help Desk with Toll free telephone number with multiple lines (minimum 100) ( 24 \* 7 \* 365 days a year) as single point of contact for endpoint issues and manual lodging of issue in the Incident Management Ticketing available in Monitoring System on receipt of requests over toll free number. Single Point of Contact for engineer's phoning for help, wanting feedback on the status of a problem or managing multiple parties to resolve problems. Receive telephone call from external customer, identify the caller, log and create the incident ticket and assign the incident priority.
- 3.4.2.6 Receive telephone call from external customer, identify the caller, log and create the incident ticket and assign the incident priority.
- 3.4.2.7 Browser-based solution to enable branches to log incidents and track resolutions.
- 3.4.2.8 Supplemental support for variations in business patterns.

- 3.4.2.9 Automatic escalation tools and procedures.
- 3.4.2.10 Customized report options.
- 3.4.2.11 Proactive problem resolutions.
- 3.4.2.12 Coordination / management of multi-Vendor support.
- 3.4.2.13 Round-the-clock remote support to all field engineers and customers in India.
- 3.4.2.14 Vendor shall provide the required documents to the Bank's official.
- 3.4.2.15 Toll free telephone number with multiple lines (minimum 100)
- 3.4.2.16 Vendor shall display the contact number for any support.
- 3.4.2.17 Must be the single point of contact with multiple lines for Bank for help, checks on status of endpoint problem, endpoint / endpoint equipment problems, managing multiple parties/resources for Testing, installation, operationalization, reinstallation, upgradation, bug fixing, resolution of any issue and troubleshooting the endpoint or its components or its accessories or software stack (which includes any agent eg Multi-Vendor Software Agent, endpoint protection solution agent(s), EJ agent or agent provided by the Bank etc) with a view to ensure smooth functioning or its operationalization or to ensure proper reporting or to ensure the uptime or any other specific activity required by the Bank as per RFP.
- 3.4.2.18 Escalation process should be in place for unresolved issues
- 3.4.2.19 Considering expected number of call which depends upon the knowledge gap about the solution / defects in the solution / suggestion for improvement etc, the help desk should be manned adequately with dedicated resource for the same.
- 3.4.2.20 Selected Bidder must provide with a dedicated and exclusive team at the Management Center
- 3.4.2.21 Maintenance of up-to-date documentation on SOP for day-to-day activities,
- 3.4.2.22 Providing on the call support to provide the One-Time-Password to service provider at the endpoint site using the Centralized Access Management Solution after ensuring the legitimacy of the service provider from the Inventory.
- 3.4.2.23 Management and Administration of Help Desk.



- 3.4.2.24 Managing Vendor and Third-Party Service Providers. Endpoint provider is accountable for managing the coordination of incidents that required both single and multiple party dispatches. The Endpoint Provider's responsibility is to automatically / immediately escalate an incident call to respective vendors / service providers for all equipments / services, and to track all incidents at periodical intervals to enable that the error is rectified within reasonable time.
- 3.4.2.25 The Endpoint Provider shall escalate incidents promptly and continuously follow up at reasonable intervals till closure of a ticket. In other words, the Management Center shall be responsible for ensuring compliance of other vendors as per their respective SLAs. The Network Service Providers have clearly defined SLAs, the monitoring of which is to be done by Endpoint Provider, with specific reference to the performance of the endpoint network only. The Management Centre shall provide suitable reports giving details of activity undertaken as above with exception situations involving breach of related SLAs.
- 3.4.2.26 All incidents which are either auto logged / manually logged under the Incident Management System should be followed up till resolution of problems.
- 3.4.2.27 Based on Incident Management System manage the coordination of incidents that require both single and multiple third-party dispatches. Vendor shall monitor (i) receipt of an incident, (ii) arrival on-site, (iii) repair time and (iv) total resolution time from start to finish.
- 3.4.2.28 In case of communication error, Vendor shall take up with the connectivity Service Provider immediately and follow up rigorously till the fault is rectified
- 3.4.2.29 For such equipment not supplied and installed by Vendor like UPS, Access Lock, PC, Air conditioner, Surveillance System, installed at existing endpoint locations, Vendor shall dispatch an incident call to the respective supplier's central location. Bank's LHOs shall provide Vendor's details of their central location at the Online Portal and the Toll Free numbers of the suppliers for Vendor to log the calls. It shall be the responsibility of Vendor to ensure that the calls logged by them for rectification of certain deficiencies shall be closed. Till closure Vendor shall continue to follow up with Vendors / Suppliers.
- 3.4.2.30 Based on the Online portal made available as required under RFP for auto-generation/reporting of tickets/faults at the endpoint, Vendor as a part of warranty, immediately arrange for dispatch of skilled personnel and ensure to resolve the faults within the stipulated resolution time.



- 3.4.2.31 Monitoring the status of endpoints for non-compliance of Multi-Vendor Software and endpoint protection solution (will require coordination with various vendors in respect of existing endpoints).
- 3.4.2.32 Proactive and reactive review of hardware performance and service providers' performance in relation to SLAs
- 3.4.2.33 Proactive problem resolutions.
- 3.4.2.34 Supplemental support for variations in business patterns.
- 3.4.2.35 Scheduled Maintenance Jobs.
- 3.4.2.36 Use of data analysts for improving uptime of endpoint and its implementation.
- 3.4.2.37 Providing various reports detailing performance of the network on pre-agreed criteria.
- 3.4.2.38 Management reporting, including exceptions for SLAs of all connected service providers.
- 3.4.2.39 Assistance in meaningful analysis of performance for improving uptime and availability of endpoints.
- 3.4.3 Monitoring and ensuring improved uptime/availability:

Vendor is required to provide the following services / ensure the following:

- 3.4.3.1 Remote Monitoring
  - 3.4.3.1.1 Remotely poll devices at intervals that detect problems immediately on occurrence.
  - 3.4.3.1.2 Detect events that exceed set thresholds.
  - 3.4.3.1.3 Use Simple Network Management Protocol (SNMP) for polling, wherever SNMP cards are provided for UPS and necessary feed is received.
  - 3.4.3.1.4 Use reliable, dedicated IP connection with backup.
  - 3.4.3.1.5 Endpoint/ATM cash forecasting. Daily order recommendation
  - 3.4.3.1.6 Potential cash out/cash full warning for endpoint
  - 3.4.3.1.7 Centralized monitoring and control over access to endpoint and safes
- 3.4.3.2 Fault Identification – remote diagnostic tools to be used (if provided by the Bank)
  - 3.4.3.2.1 Notify appropriate agency for activating support.
  - 3.4.3.2.2 Notify customer at detection, isolation and resolution.
  - 3.4.3.2.3 Manage incident from detection to resolution.

#### 3.4.3.3 Performance Management:

- 3.4.3.3.1 Proactive/predictive analysis & recommendations.
- 3.4.3.3.2 Setting event thresholds based on customer availability needs.
- 3.4.3.3.3 Tuning performance by correlating events with performance metrics.
- 3.4.3.3.4 Order to identify bottlenecks that inhibit availability and performance.
- 3.4.3.3.5 Automate collection of key performance metrics.
- 3.4.3.3.6 Normal functioning of DVSS based on the feed from ATM/Bank's.

#### 3.4.3.4 Inventory Management

- 3.4.3.4.1 Create and maintain inventory of devices and configurations as per Site Takeover Report approved by Bank
- 3.4.3.4.2 Software and screen distribution from a central source whenever eJ pulling service is availed by Bank.

#### 3.4.3.5 Reporting :

- 3.4.3.5.1 Show open and closed incident status at secured website.
- 3.4.3.5.2 Update Vendor's customer help desk about estimated service restoration time.
- 3.4.3.5.3 Monthly report on fault, performance and configuration metrics.
- 3.4.3.5.4 Interpret metrics and make recommendations for improvement.
- 3.4.3.5.5 Consolidation of settlement and reconciliation reports.

#### 3.4.3.6 Service levels :

- 3.4.3.6.1 24 \* 7 \* 365 days monitoring and resolution.
- 3.4.3.6.2 Unlimited incidents.
- 3.4.3.6.3 Toll free number with multiple lines for service requests (minimum 100 lines).

#### 3.4.3.7 Response Time

- 3.4.3.7.1 **Intimation to Bank by Email / SMS within 3 minutes of fault occurrence.**
- 3.4.3.7.2 Initiation of remedial action within 3 minutes from occurrence.

3.4.3.8 Endpoint availability shall be measured using Banks' Online Monitoring Tool for which an access shall be provided to Vendor. Bank shall provide to Vendor web login access to Banks' monitoring solution to check the ATM status online. Bank may integrate this solution with the Vendors' Incident Management System through Rest API based WEB Services. Vendor shall take corrective action on the basis of information displayed in the Banks' Online Monitoring Tool, if there is a case in which the Vendor's system has not captured certain faults.

3.4.3.9 Vendor shall attend to tickets raised by mobile application/e-surveillance system/any other system as approved by the Bank from time to time.

3.4.3.10 Availability of endpoints :

Helpdesk shall act immediately on the tickets raised by mobile application/e-surveillance system/any other online system as approved by the Bank from time to time.

3.4.3.10.1 The Selected bidder shall maintain the target availability at all levels as stipulated by the Bank in subsequent paragraphs.

3.4.3.10.2 ENDPOINT availability will be measured using Banks' Monitoring System for which an access will be provided to Management Support Center Helpdesk team.

3.4.3.10.3 Online Monitoring Tool - web login access will be extended to the successful bidders to check the endpoint status online. Successful bidders should take corrective action on the basis of information displayed in the Online Monitoring Tool.

3.4.3.10.4 The Vendor shall maintain raw availability as calculated by Bank's monitoring solution at each Circle level separately. The monthly availability report published by ATM monitoring solution shall be considered for above purpose.

3.4.3.10.5 The Vendor shall maintain availability at individual Endpoint level as well as for the entire channel. For this purpose, 'channel' will include total number of Endpoints in a Circle.

3.4.3.10.6 All machines/endpoints of the Bank will be categorized in 2 types and maintain the availability mentioned thereagainst :

| Category          | Minimum targeted Uptime / Availability per month |
|-------------------|--------------------------------------------------|
| VIP- endpoints    | 95%                                              |
| Regular endpoints | 92 %                                             |

3.4.3.10.7 There shall be no exclusion to availability, except force majeure case like flood, earthquake, natural calamities and vandalism cases.

3.4.4 ~~Cash Management Services:~~

3.4.4.1 Service Implementation:

The Vendor shall implement and establish the service upon Bank's provision of the following in a format reasonably acceptable to Vendor:

3.4.4.1.1 Demographic information for all cash points to be covered by the Service, including ENDPOINT name and location.

#### 3.4.4.2 Data Ownership and Protection:

3.4.4.2.1 The data required from Bank for Vendor's service performance does not include personal data. The Vendor shall not have any obligation to archive or otherwise preserve the information Bank provides, or that which Vendor provides Bank hereunder. All responsibility for doing so remains with Bank. Bank acknowledges and agrees that Vendor is not acting as a data repository or data archive agent for Bank.

3.4.4.2.2 Bank shall retain ownership of operational information and other information specific to Bank, which Bank provided to Vendor during performance of the Cash Management Service. Vendor retains all rights to the software and the methodology employed in the provision of the Service and grants Bank no license to disclose or make use of such intellectual property other than as may be agreed herein.

#### 3.4.4.3 Warranty :

The Vendor warrants that it will perform its obligation under this Appendix in a professional and workmanlike manner. Vendor, at its expense, will promptly re-execute any Services that fail to conform to the requirement of this Appendix.

#### 3.4.4.4 MIS Reports / Dashboard

Vendor shall assist in meaningful analysis of performance for improving uptime and availability of Endpoints. Vendor shall furnish the Standard Report promptly including exceptions for SLAs of all connected service providers along with their stipulated periodicity as appended below which Bank may at its discretion add to / delete from the list.

| Sl.no          | Report                                                   | Description                                                                                                                          |
|----------------|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| <b>Monthly</b> |                                                          |                                                                                                                                      |
| 1.             | Availability Report                                      | Availability trend analysis, causes of down-time, chronic Endpoints, action plan for improving availability (mapped LHO/Module wise) |
| 2.             | Consolidated Cash Out Report with cause and TAT analysis | Monthly with machine ID, date and reasons                                                                                            |
| 3.             | Consolidated Report on machines down                     | Due to hardware fault, network problem and spares not available with reasons                                                         |
| 4.             | Analysis of cash forecasting recommendations             | No. of occasions machines went out of cash despite branch loading cash/providing cash in time as per recommendations                 |
| 5.             | Consolidated Reports on calls (with TAT)                 | Region-wise report of calls per ATM/CD/CDM/Cash Recycler                                                                             |
| 6.             | Report on Service Calls                                  | Region-wise report on service calls per site for kiosk repairs and maintenance                                                       |
| 7.             | Report on Site Condition                                 | Report on condition of kiosks, repairs necessary/undertaken                                                                          |
| 8.             | Report on Chronic faults                                 | ATMs/CDs/CDMs/Cash Recyclers down repeatedly for same reason                                                                         |

| Fortnightly |                                               |                                                                                                                                                             |
|-------------|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9.          | Consolidated Exception Report                 | Consolidated list of ATMs/CDS/CDMs/Cash Recyclers which were out-of-service for more than 4 hours for each instance, with downtime break up and the reasons |
| 10.         | Performance Report on VIPATMs                 | Availability analysis of 'VIP ATMs' with reasons for downtime                                                                                               |
| Weekly      |                                               |                                                                                                                                                             |
| 11.         | Report on cash efficiency ratio (CER)         | Circle-wise weekly report on the FoS along with daily closing balance in each ATM/CD/CDM/Cash Recycler                                                      |
| Daily       |                                               |                                                                                                                                                             |
| 12.         | Report on downtime o/a Third Party Components | Report to ensure previous day's faults have been properly escalated, followed up and rectified within the stipulated timelines                              |
| 13.         | 24/48 hours Down Report                       | List of ATM/CD/CDM/Cash Recycler out of service for 24/48 hours with downtime break up and reasons                                                          |
| 14.         | Current State Reports (thrice a day)          | Status of ATM/CD/CDM/Cash Recycler during the day                                                                                                           |
| 15.         | Urgent Actionable Information                 | Urgent actionable information on cash out, cash jams, cash handler, low currency cassette etc, through SMS                                                  |
| 16.         | Cash Recommendations                          | Recommendations for optimum amount of cash to be loaded to avoid cash outs and idle cash                                                                    |
| 17.         | Consolidated Cash Recommendations             | Consolidated list of all cash recommendations sent to branches                                                                                              |
| 18.         | Cash Recommendations Not Followed             | List of Endpoints/ATMs which went out of cash o/a non adherence to cash recommendations sent                                                                |
| 19.         | Daily CER report (Circle wise)                | Machine-ID wise FoS Report with details of cash dispensed, opening balance and cash replenished                                                             |
| On Demand   |                                               |                                                                                                                                                             |
| 20.         | Cash Out Report                               | Incidents of Cash Out                                                                                                                                       |
| 21.         | Hourly Current Status report                  | Current status on demand in crises like Bank strike, rains, floods, etc                                                                                     |
| 22.         | Ticket History Report                         | For chronically ailing Endpoints                                                                                                                            |
| 23.         | Any other report                              | As and when required                                                                                                                                        |

Vendor shall have to translate dynamically, the status information of all ATMs in the network/MIS as seen through their Management Centre into web pages, which can be accessed by Users Role based. The summarized data provided by Vendor on the Web Server shall be classifiable at Multiple levels such as Endpoint/ATM Wise, LHO wise, Zonal Office wise etc or as may be intimated by Bank.

### 3.5 Electronic Journal (EJ) Pulling and Software Management:

#### 3.5.1 EJ Pulling Services :

- 3.5.1.1 EJ Pulling, wherever referred, shall comprise EJ pulling and screen downloading.
- 3.5.1.2 The Vendor shall have to pull EJ from the date of making the endpoint operational.
- 3.5.1.3 Vendor shall upload 100% EJ (i.e. no missing transaction) within t+1 days from the transaction date.
- 3.5.1.4 EJ disabled and EJ disconnected cases shall be resolved within t+1 days.

- 3.5.1.5 All EJs pulled must be stamped with the 'Event Time'. All EJs must contain information regarding Counterfeit Notes detected and impounded.
- 3.5.1.6 Any liability to the Bank arising out of disputes in case of non-availability of EJ shall be recovered from the Vendor, along with penalty.
- 3.5.1.7 Since EJ Pulling is the sole responsibility of the Vendor, downloading of new/ modified screens within a stipulated time shall also be the responsibility of the Vendor.
- 3.5.1.8 The Bank may eventually procure its own software for EJ Pulling and it shall be obligatory of the Vendor to use this software for EJ Pulling.
- 3.5.1.9 Customer transaction shall take precedence over the EJ pulling process and if a transaction occurs while EJ is being pulled, the EJ process shall be stopped to complete the transaction. The remaining part of the EJ shall be pulled after the transaction is completed.
- 3.5.1.10 Endpoint-wise EJs shall be stored in the EJ Server of the Vendor, at a centralized location for a minimum period of 6 months. Endpoint-wise EJs pulled shall be spooled separately and pushed to the designated server on daily basis. The EJ data may be purged by the Vendor, after seeking confirmation of the Bank.
- 3.5.1.11 Resolution of issue related to functioning of EJ Module / EJ Pulling / EJ parsing.
- 3.5.1.12 Resume EJ jobs which have not started automatically, after resolving relevant line/network/ATM Issues.
- 3.5.1.13 Providing any MIS reports as and when required by the Bank
- 3.5.1.14 Provide audit trail of all activities

### 3.5.2 Software Management :

Vendor shall provide the following services / ensure the following;

- 3.5.2.1 Software and screen distribution from a central source to facilitate individual configuration and screen displays whenever EJ pulling services is availed by Bank.
- 3.5.2.2 Shall be platform independent – shall support all OS Platform.
- 3.5.2.3 Capable of scheduling download and installation at desired times and loading of Software agent.

- 3.5.2.4 Shall have the facility of scheduled and adhoc/immediate upload of e-Journals.
- 3.5.2.5 Capable of monitoring Job status online.
- 3.5.2.6 Shall have built-in e-viewer with search and print facility.
- 3.5.2.7 Shall have e - archival and retrieval facility.
- 3.5.2.8 Messages transferred to be encrypted with time stamp to prevent unauthorised access.
- 3.5.2.9 Capable of resuming job automatically in case of communication failure.
- 3.5.2.10 Shall automatically register ATMs that come live on the network.
- 3.5.2.11 Shall maintain Audit Trail to track all activities.



#### 4. Site Installation / Modification Services : Scope of Services :

Bank may require **bare minimum** Site Implementation Services, partly or wholly, at most of the sites where Endpoints are to be installed. There may also be instances where Endpoints have to be relocated involving some amount of site work. Vendor understood that as the deployment of Endpoints shall be all over the country, Vendor undertake the work at all locations. Vendor shall have own personnel to coordinate **limited** SIS activities, **wherever required**.

This document details Vendor's Site Installation Services ("SIS") for Endpoint at various locations in India as follows:

1. Performing site visits as per the sites identified by Bank.
2. Providing site feasibility report - which involves checking Endpoint site's prerequisites and highlighting sites related discrepancies which can potentially delay the site preparation work.
3. Submission of cost estimate.
4. Vendor shall submit cost estimate for site installation services (based on specifications and rates **discovered in reverse auction and** approved by Bank's Corporate Centre) to the Bank's LHOs. The estimate submitted by Vendor shall be countersigned by the Bank's LHOs. Bank acknowledges that the estimates are on a best effort basis and the final invoice shall be on actual quantity/measurements.
5. Once Bank approves the estimation and provides a clear site to Vendor, Vendor shall take over the site to start necessary site preparation activities.
6. Complete management of subcontractors to supply services in readiness for the Endpoint installation.
7. Liaison with Bank in relation to the schedule and escalation
8. Stage-wise monitoring; Quality audit by Vendor's Civil engineer/ Architect.
9. Provide the quality certificate for the work done.
10. Single point of contact with proactive escalation
11. The SIS specifications may undergo a change in future. If so, any differential in the cost for each site shall be borne by the Bank on actual basis.
12. Where available, the major electrical items including cables, switches etc, should bear ISI certification. All major items like UPS are to be procured only from reputed Brands with all India service support. Brand names given for UPS or other items are illustrative only and not exhaustive. Vendor may supply/ install these items, apart from these any other standard and equivalent makes with good service network across the country.

13. All deviations will be subject to approval.

##### 4.1.1.1 Grouting of endpoints & De-grouting :

Vendor will have to necessarily undertake good quality grouting of Endpoints, as specified by the Bank, which is as under:



“Moving/tilting of machine for removing existing levelling screws. Drilling 8”-10” holes in the existing flooring using concrete drill bits. Hammering metal sleeves in these holes. Repositioning the machines over the existing markings. Putting in Anchor fasteners - min. 6” long anchor fasteners, preferably of Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding & Repairing broke tiles, if any”.

**Vendor will have to necessarily undertake de-grouting work at all sites where replacement of old machine is required.**

#### 4.1.2 Site Feasibility, Estimates, Site Orders And Start Date For Site Preparation Services:

- 4.1.2.1 Bank through its LHOs shall provide its monthly rollout plan to the Vendor. Vendor shall, upon receipt of such list, make a visit to these Endpoint sites in order to determine if these Endpoint sites qualify to be feasible and Clear Sites.
- 4.1.2.2 Based on the site visit as stated in previous para, a Site Feasibility Report (SFR) shall be prepared by the Vendor and submitted to the concerned representative / officer of Bank’s LHO within 10 days of the receipt of list of tentative. Circle shall place order for carrying out Site Feasibility for any numbers up to their allocation but the order shall be treated as 35 sites per week for the purpose of calculation of penalty. The SFR so submitted shall be substantially in the form appended to this Addendum as Exhibit – F. The SFR shall state if the Endpoint site is feasible and a Clear Site for commencing the site preparation work. If the SFR reports a particular Endpoint site as non-feasible / not a clear site then no estimates shall be submitted for such sites.
- 4.1.2.3 The following are the Rate for Labour which shall be paid by Bank when such services are requested by the Bank. However, The old endpoint which are replaced and required to be disposed off as per e-waste policy, shall be at free of cost to the Bank and not subject to the following pricing.

| SI No | Item                                                                                          | Amount (Rs) |
|-------|-----------------------------------------------------------------------------------------------|-------------|
| 1     | Shifting of ATM/ CD/ CDM/ Recycler, UPS, AC (same city)                                       | 14850/-     |
| 2     | Shifting of ATM/ CD/ CDM/ Recycler, UPS, AC (another city in the same State/ Adjoining State) | 22950/-     |

|    |                                                                                                                          |         |
|----|--------------------------------------------------------------------------------------------------------------------------|---------|
| 3  | De-installation & re-installation of ATM/ CD/ CDM/ Recycler & all related equipment, i.e. (ATM/CD/CDMs/Recyclers+AC+UPS) | 14000/- |
| 4. | Cost of Visit for Site Feasibility Report for site found totally non-feasible                                            | 2500/-  |

4.1.2.4 For the feasible and Clear Sites, Vendor shall submit the site drawing and cost estimates to concerned Branch(s) or AGM(AC) or AGM ATM (Operations) at LHO of Bank for their confirmation. The cost estimates shall be based on the rates finalised after reverse auction – **Appendix-7-2.**

4.1.2.5 Based on such confirmation Bank's LHO shall issue site orders to Vendor for commencing the site preparation work.

4.1.2.6 Start Date

Site preparation services for each site shall begin from (i) the next day of the receipt of site order from Bank or (ii) the date of handover of Clear Site whichever is later. If the site order from Bank is received on a Fridays which falls before 2<sup>nd</sup>& 4<sup>th</sup> Saturdays and on a 1<sup>st</sup>, 3<sup>rd</sup>& 5<sup>th</sup> Saturday after 2 p.m. or Sunday, then the Start Date for such order shall be succeeding Monday.

4.1.2.7 Clear Site

Clear Site shall mean Endpoint site (a) that conforms with all the pre-requisites as stated in the RFP; (b) is free from all encumbrances evidenced by Site take over certificate (in the form attached) signed by Vendor or its subcontractor representative; and (c) on which Vendor, its contractors / subcontractors and agents can carry out site preparation service without any restrictions or hurdles round the clock i.e. available for all 24 hours a day, 7 days a week.

4.1.2.8 End date

End date for metro/urban areas shall be 30 (thirty) days from start date and 40 (forty) days in other cases from the date of handing over of clear site by Bank (complete room with 3 phase power connection) or placement of the order, whichever is later.

4.1.3 Additional Visits :

Wherever it is required to make extra visits due to changes in site address by Bank or for the reasons not attributable to Vendor, additional fees shall be charged to Bank for every extra visit as per mutually agreed rates. Also return visits to complete the installation for reasons that are not attributable to Vendor e.g. Civil modifications, Location identification for AC, Earth pit, 3-phase supply, Landlord Agreement, No single phase availability (temporary power) shall be charged to Bank. In case Bank drops the site

after Site visit and/or submission of estimate, the effort for the same shall be charged extra at mutually agreed price.

4.1.4 Personnel :

4.1.4.1 Vendor Resources - Vendor shall normally, at its sole discretion, determine the number of personnel and the appropriate skill sets, necessary to complete Site Implementation. Vendor has identified the following initial resource levels for this Implementation, which may be subject to change.

4.1.4.2 Vendor Project Manager - Vendor shall appoint a Project Manager (s) who shall be responsible for overall management of Vendor's (and Vendor's contractors, if any) obligations for site implementation service. The Project Manager (s) shall work with Bank to clearly define and document the requirements of Bank and on an ongoing basis shall perform implementation project reviews.

4.1.4.3 At Bank's ATM Department at Corporate Office, Asst. General Manager (ATM-I & S), and at Bank's LHOs, Asst. General Manager (AGM) ATM Operations or AGM (Alternate Channel) shall be points of contact on behalf of BANK who shall be regularly available with Vendor team responsible for delivery on matters pertaining to site implementation services. The AGM (ATM-I&S) of Bank shall procure, manage and direct BANK's resources as defined in this RFP.

4.1.5 Vendor's Responsibilities

4.1.5.1 Vendor shall conduct implementation updates and regular project reviews with Bank.

4.1.5.2 Vendor shall allocate appropriate resources, and use all reasonable efforts to avoid delay in the schedule.

4.1.5.3 Vendor shall provide a final invoice along with the bill of material and site completion report upon completion of site.

4.1.5.4 Vendor shall not be liable for any loss of material and equipments belonging to Bank or any of its Vendors kept at the Endpoint site.

4.1.5.5 Vendor shall update Bank's Project Manager, through email / written communication, about the incidences related to site held up for reasons not attributable to Vendor such as non availability of site power / landlord permissions / permissions from statutory authorities etc.

4.1.5.6 Vendor shall ensure that power points and connectivity points are not accessible to the public.

4.1.6 Bank's Responsibilities:

- 4.1.6.1 Bank shall provide, in a timely manner, tentative list of Endpoint sites enabling Vendor to commence site feasibility study and shall co-operate with Vendor while conducting site visits.
- 4.1.6.2 Bank shall provide to Vendor personnel and Vendor's sub-contractors with reasonable access, working space and facilities, including heat, light, ventilation, free electric current outlets, clean water supply and telephone facility.
- 4.1.6.3 Bank shall provide twenty four [24] hour access to sites to allow Vendor to perform the site preparation service.
- 4.1.6.4 Bank shall co-operate with Vendor and its contractors/sub-contractors /agents and third party Vendors to avoid delay in the schedule.
- 4.1.6.5 Prompt resolution by Bank on the escalation by Vendor of the complaints related to the delays in the completion of the work (including the escalations raised by Vendor under section 5.5 by the agencies directly appointed by Bank to facilitate execution of the work by Vendor or their sub-contractors
- 4.1.6.6 Bank shall undertake all structural and RCC works, water proofing, anti termite / pest control treatments, all approvals and permissions and liaison work incidental to site implementation service.
- 4.1.6.7 Unless otherwise agreed, the responsibilities and prerequisites to be provided by Bank for site implementation service in order to determine an Endpoint site as clear site are as under :
  - 4.1.6.7.1 Endpoint site shall be a minimum of rectangular with a height of 10 feet floor to floor and minimum carpet dimension of the Endpoint site to be 8'-0" wide x 10' – 0"clear height . These dimensions shall not be reduced without the prior written consent of Vendor. Three phase power supply to cater minimum 5 KVA load through a separate electric meter to be made available up to each Endpoint site. Bank to provide mains cabling from the electric source to meter room and terminate the same into a breaker switch.
  - 4.1.6.7.2 Location for digging earth pits of size 4'-0" x 4'- 0" on the immediate /surrounding ground with proper access for maintenance.
  - 4.1.6.7.3 Permanent location for installation of condenser units adjacent to ATM/Endpoint site along with drainage arrangement.
  - 4.1.6.7.4 Two nos. network points with data cabling, cord, conduiting to be provided by Bank.
  - 4.1.6.7.5 Site implementation does not include VSAT/ Leased Line/CDMA connectivity and related works like conduiting, crimping, cabling etc. This shall be done by Bank. However, Vendor shall provide a conduit sleeve through the wall for the entry of such cables at appropriate location.
  - 4.1.6.7.6 Bank at its sole discretion, in order to maintain security of the Branch premises of an onsite Endpoint, may undertake the brick work.
  - 4.1.6.7.7 Bank shall ensure landlord permissions, including but not limited to obtaining relevant government/local authority approvals etc.
- 4.1.6.8 If for reasons not attributable to the Vendor, the site implementation services needs to be suspended and if such suspension continues for a period of 10 days, then Bank agrees to pay Vendor immediately for the

work completed till such suspension and such suspension shall not attract any penalty.

#### 4.1.7 Site Completion And Handover :

Upon completion of the site preparation services, Vendor shall submit a site completion report / Certificate vide Exhibit D to the concerned branch of Bank. The said branch office of Bank shall acknowledge the receipt of the site completion report evidencing the completion of site implementation service.

#### 4.1.8 Defect Liability :

- 4.1.8.1 There shall be a twelve (12) month defect liability period from the date of site handover to Bank. Vendor shall remedy defects attributable due to Vendor's fault of workmanship in site preparation service at no charge to Bank. Such defects shall be remedied within the mutually agreed reasonable period. The defect liability shall be restricted to rectification or repair of the work executed by Vendor under this RFP.
- 4.1.8.2 The defect liability shall not cover removable items in the backroom and lobby including but not limited to tube lights, bulbs, dustbin, surveillance system, signages, VM's Stickers, poster frames, door handles, plastic parts of AC etc.
- 4.1.8.3 Vendor shall not be liable for any defect liability for any product of any other Vendor / supplier of Bank.
- 4.1.8.4 It is agreed by and between Bank and Vendor that all major components like UPS, ~~air conditioners~~, wiring, switches shall bear ISI certification (or made by ISO certified company).
- 4.1.8.5 During the warranty ~~and subsequent AMC~~ period for the site, the time for attending to and rectifying faults in sites shall be up to one working day for metro / urban centres & up to two working days in other places except for UPS and AC for which the response and resolution time shall be 4 hours in metro/urban centres and 6 hours at other centres as these are the critical items for the service support
- 4.1.8.6 Defects liability period and terms for third party component
  - a. UPS shall carry 1 (one) year warranty whereas it shall be 18 months for UPS Batteries.
  - b. The break fix service during the defects liability period shall, and thereafter may be provided by respective third party / supplier / Vendor.
  - c. The service level for maintenance of these components during defects liability period shall be as per the warranty / maintenance service terms of the respective manufacturers.
  - d. The scope of services during the Defects liability period for UPS does not include the break downs necessitated due to site related problems such as
    - a. Mains failure – more than the backup hours
    - b. Inputs low (less than 340v AC – Phase to Phase)
    - c. Input high (above 460v AC – Phase to Phase)
    - d. Phase sequence reversal/ phase failure

- e. Phase & Neutral reversal / Neutral & Earth reversal
- f. Short circuit between Phase & Neutral – Phase & Earth, Neutral open
- g. Voltage between Neutral & Earth more than 5v

#### 4.1.9 Other Penalties

- 4.1.9.1 Vendor shall abide by the job safety measures prevalent in India and shall defend and indemnify the Bank from all third party claims, losses, demands against the Bank arising from accidents or loss of life, the cause of which is the Vendor's negligence under this Agreement and shall not hold the Bank responsible or obligated if the Bank gives (a) prompt written notice of the incidence; (b) all requested information available with the Bank about the incidence; (c) reasonable cooperation and assistance; and (d) sole authority to defend and settle the claim relating to such incidence.

RFP for Procurement of Endpoints (ADWMs) with  
Support Services – Phase XIII



Exhibit D

| Completion Report                                             |                                                                                                 |                 |                                  |                                           |    |         |
|---------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------------|----------------------------------|-------------------------------------------|----|---------|
| Branch Code :-                                                |                                                                                                 |                 |                                  |                                           |    |         |
| ADDRESS OF THE SITE :-                                        |                                                                                                 |                 |                                  |                                           |    |         |
| SITE REFERENCE NO. :-                                         |                                                                                                 |                 |                                  |                                           |    |         |
| Site Commencement Date :-                                     |                                                                                                 |                 |                                  |                                           |    |         |
| Site Completion Date :-                                       |                                                                                                 |                 |                                  |                                           |    |         |
| SR.NO                                                         | ITEMS                                                                                           | QTY.            | Status(YES/NO/NA)                |                                           |    | Remarks |
|                                                               |                                                                                                 |                 | Please tick whichever applicable |                                           |    |         |
|                                                               |                                                                                                 |                 | YES                              | NO                                        | NA |         |
| C                                                             | CIVIL                                                                                           |                 |                                  |                                           |    |         |
| 1                                                             | Brick wall with plaster                                                                         |                 |                                  |                                           |    |         |
| 2                                                             | Painting / Panelling                                                                            |                 |                                  |                                           |    |         |
| 3                                                             | Flooring                                                                                        |                 |                                  |                                           |    |         |
| 4                                                             | Granite Work                                                                                    |                 |                                  |                                           |    |         |
| 5                                                             | False Ceiling                                                                                   |                 |                                  |                                           |    |         |
| W                                                             | WOOD WORK                                                                                       |                 |                                  |                                           |    |         |
| 1                                                             | Partition Work                                                                                  |                 |                                  |                                           |    |         |
| 2                                                             | Canopy Work                                                                                     |                 |                                  |                                           |    |         |
| D                                                             | DOOR & EXTERNAL GLAZING                                                                         |                 |                                  |                                           |    |         |
| 1                                                             | Doors                                                                                           |                 |                                  |                                           |    |         |
| 2                                                             | Fixed Glazing                                                                                   |                 |                                  |                                           |    |         |
| E                                                             | ELECTRICAL                                                                                      |                 |                                  |                                           |    |         |
| 1                                                             | Tube lights, Spotlights, Porch Lights                                                           |                 |                                  |                                           |    |         |
| 2                                                             | DB Box                                                                                          |                 |                                  |                                           |    |         |
| 3                                                             | Earthing Station                                                                                | 1nos.           |                                  |                                           |    | OK      |
| 4                                                             | Ups Input & Output                                                                              | 1nos.           |                                  |                                           |    | OK      |
| 5                                                             | 5/15 Power Point.                                                                               | 2nos.           |                                  |                                           |    | OK      |
| V                                                             | VM's, AC                                                                                        |                 |                                  |                                           |    |         |
| 1                                                             | Air-conditioning Units                                                                          |                 |                                  |                                           |    |         |
| 1.1                                                           | Make & Contact No.                                                                              |                 |                                  |                                           |    |         |
| 1.2                                                           | Air-conditioning Remote                                                                         |                 |                                  |                                           |    |         |
| 2                                                             | Writing Ledge                                                                                   |                 |                                  |                                           |    |         |
| 3                                                             | Information Panel                                                                               |                 |                                  |                                           |    |         |
| 4                                                             | Cheque/Suggestion Box                                                                           |                 |                                  |                                           |    |         |
| 5                                                             | Poster Frames                                                                                   |                 |                                  |                                           |    |         |
| K                                                             | KEYS (Handed Over to BM <input type="checkbox"/> Custodian <input type="checkbox"/> (Tick '✓')) |                 |                                  |                                           |    |         |
| 1                                                             | Rolling Shutter                                                                                 |                 |                                  |                                           |    |         |
| 2                                                             | Flush door                                                                                      |                 |                                  |                                           |    |         |
| 3                                                             | Cheque/Suggestion Box                                                                           |                 |                                  |                                           |    |         |
| Checked by:                                                   |                                                                                                 | Verified by:    |                                  | Accepted as a token of acceptance of site |    |         |
| TIS - Coordinator                                             |                                                                                                 | Team Leader/RPM |                                  | Signature & Stamp of Customer             |    |         |
| Date :                                                        |                                                                                                 | Date            |                                  | Name:                                     |    |         |
|                                                               |                                                                                                 |                 |                                  | Designation:                              |    |         |
|                                                               |                                                                                                 |                 |                                  | Date:                                     |    |         |
| Notes:                                                        |                                                                                                 |                 |                                  |                                           |    |         |
| ◊ Final Quantities are indicated in the final bill to follow. |                                                                                                 |                 |                                  |                                           |    |         |
| ◊ All quantities are open to verification on the site.        |                                                                                                 |                 |                                  |                                           |    |         |
| ◊ Items marked "N/A" are not applicable for this site.        |                                                                                                 |                 |                                  |                                           |    |         |



RFP for Procurement of Endpoints (ADWMs) with  
Support Services – Phase XIII



SITE FEASIBILITY REPORT

EXHIBIT – F

DATE OF INTIMATION FROM BANK

DATE OF SITE VISIT

**SITE FEASIBILITY REPORT** (PLEASE FILL THIS FORM IN CAPITAL LETTERS)

Name of the Bank and Branch

Branch Code

Name of the Branch Manager

Branch Address

If Offsite, Site Address

Telephone Numbers:

General

BM (O)

BM (R)

Location

OFFSITE

ONSITE

If Rental, please give  
contact details of  
landlord

Premises owned by

BANK

RENTAL

ATM Make

Model

Front / Rear

Connectivity

VSAT

Leased

ISD

None

Landlord approval, lease signed

YES

NO

NA

Municipal Approval

YES

NO

NA

Power supply Availability  
For Site Commissioning  
(Meter Application Made?)

Single Phase

YES / NO

3 Phase

YES / NO

KVA

VSAT – Permission Obtained for placing dish

YES

NO

NA

Location of Earthing Pit

YES

NO

NA

Location of AC Outdoor Units

YES

NO

NA

Location of Signage Landlord/ Municipal  
approvals obtained

YES

NO

NA

Others



24 hours access for working at the premises

|     |                          |    |                          |    |                          |
|-----|--------------------------|----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> | NA | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|----|--------------------------|

Describe signs/ possibilities of seepage,  
flooding at the premises

|     |                          |    |                          |    |                          |
|-----|--------------------------|----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> | NA | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|----|--------------------------|

Security Guard Availability

|     |                          |    |                          |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

Availability of temporary Power Supply  
For TIS work

|     |                          |    |                          |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

Layout of the Endpoint site

**IN CASE OF NON-FEASIBILITY,  
PLEASE CHECK ☐ ONE OF THE ATTRIBUTES BELOW OR  
CITE A REASON AGAINST “OTHERS” COLUMN AT THE BOTTOM**

|    |                                                                                         |  |
|----|-----------------------------------------------------------------------------------------|--|
| 1  | Branch under litigation/any notice from Landlord that can affect Endpoint site work     |  |
| 2  | Geometry / Dimensions of Site                                                           |  |
| 3  | Branch is Shifting                                                                      |  |
| 4  | Earthing Pit Location ( more than 70 ft. from site) not finalized/approved              |  |
| 5  | Landlord Approval /Lease Deed Pending                                                   |  |
| 6  | Relocation of existing counter/Cabin or alteration of existing temporary structures     |  |
| 7  | Network Not Available                                                                   |  |
| 8  | Signs of moisture seepage present OR site has got marks of pest/white ant infested area |  |
| 9  | 3 Phase Power Supply Not Available                                                      |  |
| 10 | Approved location for Aircon outdoor unit is not available                              |  |

|    |                                                                       |  |
|----|-----------------------------------------------------------------------|--|
| 11 | Congestion in Current Layout                                          |  |
| 12 | Enclosure has temporary construction – E.g., asbestos or MS roof etc. |  |
| 13 | Others (details)                                                      |  |

Site Rating – Please tick as per site feasibility. ☐

|   |   |   |   |
|---|---|---|---|
| A | B | C | D |
|---|---|---|---|

A = Clear Site with no approval issues where work can start within 1 week after submission of Estimate.

B = Sites having approval issues like Landlord approval/Roof top rights pending etc. and can take 2-3 weeks to resolve.

C = Sites requiring Municipal clearance/major alteration in Branch premises to make ATM/Endpoint Room/ construction work for ATM/Endpoint room etc, which can take 1 month's time to resolve.

D = Site not feasible.

Additional Requirements/Remarks of the Branch Manager at the said Site Premises based on the drawing/site survey submitted:

1.

2.

3.

For Vendor

For State Bank of India

Signature :  
Co-ordinator  
STAMP

Checked By  
TIS – MANAGER

SIGNATURE & RUBBER

## **5. Endpoint Migration from OEM Native to MVS+EPS**

In the event of Bank deciding to switch over from OEM Native application to Multi-Vendor Software Solution and Endpoint Protection Solution

### **Note :**

- a. It's at the sole discretion of the Bank, to either continue or dis-continue the procurement of license and AMC of OEM Native Application, Annual Technical Support Services and Managed Services (whole or in part (s)) in respect of endpoints(Cash Recyclers) from the Endpoint Provider, when installed with the Multi-Vendor Software and Endpoint protection agents. Please refer Appendix-1 Terms and Conditions – Change in Orders. In case, the Bank continue to avail the services, respective penalties as per Appendix -11 shall be applicable.
- b. All the support services mentioned below (the illustrative but not exhaustive) are additional specified in para 5.1 and 5.2 for the MVS and EPS and part of line items (1) (b), of Appendix-7- Indicative Commercial Bid and hence Bidder may factor suitable cost while bidding for this RFP.
- c. Para 5.3 are further clarified in regards to Annual Technical Support Services with respect to MVS/EPS/OMS.

The following support services are also included under Comprehensive warranty, AMC and ATS irrespective of no. of visits at the site/endpoint, without any additional cost to the Bank during the term of the contract.

### **5.1 Pre-Implementation- Integration, Testing and Pilot at Endpoints with all required functionalities:**

Cash Recycler should be capable of running Multi-vendor Software (MVS) and Endpoint Security Solution (EPS) under pilot by the Bank without any hardware changes. The Endpoint Provider will be responsible for testing, integration, commissioning and coordinating implementation of the MVS & EPS, to the Cash Recyclers to be supplied by the successful bidder(s), without any extra cost to the Bank, as per requirement(s) of the Bank. The illustrative details have been furnished as under :

- 5.1.1 To provide end to end support for solutions integration, testing at the endpoints provided, under the testing environment and successful pilot at two live Endpoints under the production environment.
- 5.1.2 To share with Solution Provider Single Point Contact along with Escalation matrix for Solutions Support.
- 5.1.3 To share the make-model-variants with Solution Provider.

5.1.4 To share the following details and any other details required in connection with Endpoints supplied to the Bank, with Solution Provider and to the Bank in connection with testing of all the functionalities, proper error codes, health status messages, device status messages etc at the Endpoint eg :

5.1.5 Support for Operating System

- Windows 10, patches, service packs etc
- Changes in Operating System configuration (eg environment variable, parameter changes, enabling / disabling services etc)
- End-user License Agreement(EULA)
- Any other relevant information including Best Practices

5.1.6 CEN XFS Layer :

- XFS software compliant with CEN XFS 3.0 or higher specifications.
- End-user license Agreement (EULA)
- CEN XFS Layer Cash Recycler to be provided.
- Any other relevant information including Best Practices

5.1.7 Hardware / software (both CEN XFS Compliant and Non-CEN XFS compliant)

- Technical Specifications,
- Documentations,
- Drivers,
- Terminal Diagnostic Tools/Utilities
- Configuration / Parameter details,
- Components,
- Services
- Patches, updates and upgrades
- EMVCo/PCI certificates
- Any other relevant information
- Functional test cases (Positive and negative)
- Error codes, Health Status Messages, Device status messages.
- Provide complete details of XFS Devices (Illustrative List of XFS Devices are given as under) :

1. Printer and Scanners
2. Card Readers (incl. EMV Contact/Contactless)
3. Cash Dispensers
4. Personal Identification Number Keypads (PIN pads)
5. Check Readers and Scanners
6. Depository Units
7. Screen Displays (including Touch Screens)
8. Vandal Shields
9. Text Terminal Units
10. Sensors and Indicators Units
11. Vendor Dependent Mode
12. Cameras

13. Card Embossing Units
14. Alarms & Sensors
15. Cash-In Modules
16. Card Dispensers
17. Barcode Readers
18. Biometric Readers
19. Item Processing Modules

5.1.8 Endpoint Provider to provide Full support for the NDC Application (connected to the switch) with respect to any clarifications and resolution sought regarding the platform behaviour or compliance to the NDC Specifications.

5.1.9 Full support for CEN XFS layer required relating to the integration with Solutions

5.1.10 Support the Solution Provider with respect to any clarifications and resolution sought regarding the platform behaviour or compliance to the CEN XFS Specifications.

5.1.11 Fixing of bugs / issues raised during the pre-implementation and pilot phase.

5.1.12 To support the functionality tests to avoid any operational level issues.

5.1.13 Maintaining endpoint/ATM-Wise version control of Solutions with granularity.

5.1.14 Pilot Implementation at two Endpoints of respective models/processors and its variants at live sites identified by the Bank.

5.1.15 To provide sign off post completion of functionality tests with Solution Provider (for both MVS, EPS, Client and Server Solutions/software/agents/ endpoint protection agent/EJ Agent/ any Bank's provided agents etc .)

5.1.16 For the devices (e.g. Camera, biometric, etc.) which are not XFS compliant, Endpoint provider to provide the drivers, proprietary drivers, application etc.

5.1.17 Text to Speech(TTS) functionality to be made available. To analyse the problem during testing & giving report to Bank.

5.1.18 Endpoint Provider to provide the following items to the Solution Provider :

| Sr.No | Requirement                                                                                                                                                                                                                                                   |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | OEM non-Hardened Windows 10 OS+XFS Image (or) Install Media with detailed instructions. Existing terminal OEMs to provide Win7 non-Hardened OS+XFS Image (or) Install Media with detailed instructions, and share plans for Win10 availability/compatibility. |
| 2     | XFS Software with support for all devices installed/configured on the OEM ATMs                                                                                                                                                                                |
| 3     | XFS SP Versions list (CEN specs) for all devices installed/configured on the OEM ATMs. Expect all XFS SP software to be compliant with CEN 3.0 and above, and required CEN 3.10 spec compliance for Recyclers.                                                |
| 4     | XFS SP Documentation (Incl. Configuration) for all devices installed/configured on the OEM ATMs                                                                                                                                                               |
| 5     | Device Drivers (non-XFS) for all devices installed/configured on the OEM ATMs                                                                                                                                                                                 |
| 6     | Device Driver documentation (incl. Configuration) for all devices installed/configured on the OEM ATMs.                                                                                                                                                       |
| 7     | OEM Diagnostic Tool/Program with documentation                                                                                                                                                                                                                |
| 8     | OEM Hardened OS Guidelines/Policy                                                                                                                                                                                                                             |
| 9     | OEM OS Update/Patch notifications                                                                                                                                                                                                                             |
| 10    | OEM XFS & 3rd party drivers Update/Patch notifications                                                                                                                                                                                                        |
| 11    | OEM List of third-party software required for Base Image to work.                                                                                                                                                                                             |
| 12    | OEM Provided Devices - Unique Identifiers - Programs/Processes, Vendor ID(VID), Product ID(PID), Model ID, Unique ID list, etc.                                                                                                                               |
| 13    | EMVCo L1 Certificates                                                                                                                                                                                                                                         |
| 14    | PCI PTS Certificates                                                                                                                                                                                                                                          |
| 15    | TTS Engine                                                                                                                                                                                                                                                    |

## 5.2 Implementation and Post Implementation Support:

5.2.1 Endpoint Provider shall provide (irrespective of no. of physical visits at the site/endpoint and without any additional cost to the Bank) repair, spares replacements and maintenance service (response and resolution), to the Bank round the clock throughout the year including 2<sup>nd</sup> and 4<sup>th</sup> Saturdays, Sundays and Holidays during the terms of contract on oral/ telephonic/ email/ SMS / Mobile Application or any other mode of communication by the Bank or through its own service personnel or any service provider or any monitoring system through its own expert service resource wherever the endpoints are installed. The service shall be made available by Endpoint Provider as under:

| Category          | Resolution Time/ TAT                                                                      |
|-------------------|-------------------------------------------------------------------------------------------|
| VIP endpoints     | 2 Hours : Irrespective of the population group/ category                                  |
| Regular endpoints | iii.4 Hours : At Metro, Urban and Semi-urban locations<br>iv.6 Hours : At Rural locations |

The Bank will have sole discretion to permit the grace travel time depending on the circumstances.

Endpoint Provider should ensure dispatch of qualified personnel to the endpoint site with a view to resolve the incident attributed to Endpoint Provider and operationalise the endpoint within the abovementioned response and resolution timelines under the following illustrative circumstances:

5.2.1.1 Remedial Hardware Maintenance, shall cover free supply and replacement of spares, components, devices as well as labour required to repair a malfunctioning of endpoint caused due to any reason (including but not limited to flood, earthquake, natural calamities and vandalism cases, man handling, short circuit, fire, damage, voltage fluctuation, electrical malfunctioning, destruction, theft, burglary, sacking etc) and restore it to good operating condition without any additional cost to the Bank. Vendor may obtain suitable insurance to cover their liabilities under this clause. However, the Vendor shall not link claim of insurance to the provisioning of services under this clause, to operationalize the endpoint. Remedial hardware maintenance includes software support (and software reload) only to the extent required to repair failed or malfunctioning hardware and / or CEN XFS layer. Further, it covers, inter-alia, free provision of spares, parts, kits, software, including CEN XFS, devices, drivers, as and when necessary to ensure that endpoint function in a trouble-free manner. Vendor shall correct any faults and failures caused due to any reason, in the equipment and shall

repair and replace worn out defective parts of the endpoint as and when requested by the Bank. Unserviceable spares, components, devices of the endpoint caused due to any reason should be replaced free of cost by endpoint provider within the aforesaid response/resolution time (if it affects/impacts the operation of the endpoint) and within two working days (if it does not impact the operation of Endpoint).

- 5.2.1.2 Should fully support to resolve any issue/bug related to software/hardware/components/services/ parameters /configuration/ OS/XFS layer/devices/drivers/ terminal diagnostic tools/utilities /patches provided by Endpoints provider for smooth running of Solutions.
- 5.2.1.3 Replace the endpoint parts on an exchange basis. Installed parts may be new or reconditioned by a Vendor certified Cash Recycler parts rework facility.
- 5.2.1.4 Any Certificate loading on the endpoint.
- 5.2.1.5 Replacement of Lock/S&G lock, hood keys, purge bin, currency cassettes and other plastic parts in the endpoint, Safe doors, endpoint safe, print heads, levers – which are used by Bank's custodians to release the cassettes, pull the journal roll or receipt roll, etc
- 5.2.1.6 Service like DNS setting, IP address changes, changing currency cassettes configuration, cassettes calibration, changing combination lock setting or any other activities which cannot be performed by Centralised solutions as and when requested by Bank
- 5.2.2 Should ensure that any software/patches/any change in Hardware introduced by them throughout the contract period, will be tested in coordination with Solution Provider and approved by the Bank, before it is deployed into production by the Endpoint Provider.
- 5.2.3 Should extend full cooperation to Solution Provider to isolate the issue whether it is Solutions or hardware and work in close coordination with Solution Provider to make the Endpoint up and running.
- 5.2.4 To provide the complete details with escalation matrix for reporting issues along with URL where the call is required to be logged. Vendor shall extend all support required by the Bank to integrate with Banks'-Online Monitoring Solution (OMS) and Mobile Apps.
- 5.2.5 To provide complete details of endpoint-wise engineers' coordinates to the solution provider's Managed Service Centre to enable Managed Service Centre to provide the access to endpoint on case to case basis.



- 5.2.6 Root cause analysis for disputed / fraudulent transaction, coordinate with solution provider and submit the report to the Bank.
- 5.2.7 If Endpoints provider believes that there is a deficiency in the Solutions that materially impacts the loading, configuration or operation of the Solutions for the Bank, Service Providers to follow the escalation matrix, its process, Service Request format, problem severity, service level definition, means of communication etc. (to be finalised at the time of execution of agreement). Endpoints provider's personnel are authorised to produce trace logs in the manner required by Solution Provider, copy trace log files onto the media and to dispatch expeditiously through fastest means of communications to Solution Provider for analysis and its solution. The trace log files from the application Solutions are and shall remain the property of Solutions but are subject to rights of the Bank. Endpoints provider or any of his representative will not disclose trace log files from the application Solutions to anyone other than the Bank and Solution Provider. It is further understood that non-Solutions event logs, such as general event log files in Windows, are not Solution Provider confidential information or restricted in any manner. Endpoints provider are authorised to produce documentation that shows how to configure, install and operate the Solutions that includes reproductions of graphical outputs from the Endpoints produced by the Solutions, and to reproduce and distribute such documentation to Endpoints Provider's representatives who perform services to the Bank.
- 5.2.8 Immediate support and work closely with solution provider eg : Bug fix, customisation, modification, enhancement related to regulatory or causing the financial loss to the Bank or affecting the Bank's reputation or the Bank terms it as critical, for its quick release.
- 5.2.9 Endpoint provider should provide all the Firmware/Software updates as and when they are released. Along with Firmware/Software updates, the procedure & utilities for firmware updates should be shared with the Bank and Solution Provider. Endpoint provider will demonstrate this activity of firmware/software update to the representative of Service Provider at the Endpoint supplied to Bank for UAT environment. A complete procedure of firmware/software rollback should be provided upfront so that firmware/software can be rolled back to previous version in case of any issue while doing firmware/software upgrade.
- 5.2.10 Extend support for all changes related to calendar quarter are fully tested with the Solution provider and ready for release by end of the calendar quarter and pilot at two endpoints.
- 5.2.11 Preventive Maintenance shall be provided to ensure that endpoint is maintained in good operating condition as per Equipment Specifications and includes the provision of labour, service parts as deemed necessary by Vendor and travelling time at no extra cost to Bank.

5.2.12 Endpoint Provider shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the endpoints and necessary repairing of the endpoints) at such intervals (minimum once in a calendar quarter-{Please note that this will not restrict any other visit required for any other purpose at the endpoint by the Bank}) as may be necessary from time to time to ensure that the endpoint is in efficient running condition to ensure trouble free functioning. Vendor should submit to a Bank report as per requirement given in Online Portal **or** alternatively confirmed through the Web Portal or through Mobile App provided by the Bank. Preventive maintenance needs to be scheduled at a time convenient to the Vendor and Bank or may be performed during the remedial maintenance. The selected bidder is required to share the quarterly schedule of Preventive Maintenance (endpoint ID-wise) with ATM Operations team under Channel Management and Customer Service Department at LHO at least 15 days in advance. The following Preventive Maintenance Check-list is required to be submitted duly signed and completed.

| PREVENTIVE MAINTENANCE : ATM ID : |                                                                                                 |      |
|-----------------------------------|-------------------------------------------------------------------------------------------------|------|
| SI                                | Check List                                                                                      | Done |
| 1                                 | Verify the device logs and tallies to know the module performance                               |      |
| 2                                 | Check endpoint Input Voltage i.e. Phase Vs Neutral Vs Earthing                                  |      |
| 3                                 | Verify all fans are operating correctly and are not noisy                                       |      |
| 4                                 | Ensure shutter assemblies and guides are fully tightened on to the fascia                       |      |
| 5                                 | Using a vacuum cleaner, vacuum all internal surfaces including all modules                      |      |
| 6                                 | Clean the vacuum filter, Replace if necessary                                                   |      |
| 7                                 | Clean the LVDT sensor wheels with cotton buds and alcohol                                       |      |
| 8                                 | Check and replace the stacker wheels and gears if found damaged                                 |      |
| 9                                 | Replace all the gears and bearing using DPM kit                                                 |      |
| 10                                | Replace all suction cups and check and replace Pick line if found broken                        |      |
| 11                                | Ensure pick and presenter modules are aligned correctly (D wheel, Pick-Pick & Pick - Presenter) |      |
| 12                                | Ensure pick frame and cassette latches operate correctly and lock cassette into position        |      |
| 13                                | Check purge bin micro switch, latch & shutter operates correctly                                |      |
| 14                                | Ensure presenter mouth is aligned to the safe door                                              |      |
| 15                                | MCRW transport rollers should be cleaned with wet cloth                                         |      |
| 16                                | Clean the card reader transport and head using the pre-soaked cleaning card                     |      |
| 17                                | Clean and align MCRW pre head sensor, Replace if required                                       |      |
| 18                                | Check and adjust the shutter mechanism and align with fascia                                    |      |
| 19                                | Check and clean all sensors in depository including anti-fishing sensor                         |      |
| 20                                | Clean the print head flex cable contacts and check the print head holder for proper operation   |      |
| 21                                | Check the auxiliary transport drive gear meshes properly with the main transport drive gear     |      |
| 22                                | Clean and lubricate JP print head carrier and replace ribbon drive spring, if required          |      |
| 23                                | Clean and lubricate JP Reel guide for smooth operation, if required replace                     |      |
| 24                                | Clean thermal print head and transport belts with wet cloth                                     |      |
| 25                                | Clean EPP, Touch screen & FDK's with cloth dipped in IPA                                        |      |
| 26                                | Ensure Mechanical lock dialer and reference plate are fixed and working properly                |      |
| 27                                | Clean camera lens and mirror, Check USB cable are intact at both ends                           |      |
| 28                                | Check cabinet lock and door hinges, replace if required                                         |      |
| 29                                | GBNA/GBRU Preventive maintenance as per Service manual                                          |      |
| 30                                | Check and ensure that Cash retraction is disabled                                               |      |
| 31                                | Grouting done or not done                                                                       |      |
| 32                                | LAN Cables connection checked                                                                   |      |
| 33                                | Air Conditioner in working condition                                                            |      |
| 34                                | Power Supply cleaned using brush or vacuum.                                                     |      |
| 35                                | Check Currency Cassette Pressure                                                                |      |
| 36                                | Cross Check the Cash Recycler completely packed to avoid rodent entry                           |      |

|                           |                                                                                             |           |
|---------------------------|---------------------------------------------------------------------------------------------|-----------|
| 37                        | Check and remove foreign material like paper roll, ribbon and unwanted paper bits           |           |
| 38                        | Latest Software loaded. Mention the software version in the PM report                       |           |
| 39                        | Check for proper operationalisation of combination lock                                     |           |
| <b>POST PM Check List</b> |                                                                                             |           |
| 1                         | Card reader and receipt printer mouth aligned with fascia slot                              |           |
| 2                         | Align monitor display and calibrate touch screen                                            |           |
| 3                         | Check dispenser shutter test in loop and ensure proper operation                            |           |
| 4                         | Do stack and clear test with 40 bills for multiple times, Ensure dispenser work properly    |           |
| 5                         | Run print alignment test for both printer and ensure for good quality print                 |           |
| 6                         | Check camera / DVSS for good quality images with transaction details imposed                |           |
| 7                         | Ensure EJ setting and cash retraction patch work properly / EJ software is working properly |           |
| 8                         | Check card reader for track read and speed test, replace the module if required             |           |
| 9                         | Clear tallies at end of the PM                                                              |           |
| 10                        | DVSS is working properly                                                                    |           |
| 11                        | Environmental condition of Cash Recycler                                                    | Good /Bad |

#### 5.2.13 The scope of Services for Digital VSS covers the following:

- 5.2.13.1 At the time of preventive maintenance services, check if image is captured correctly;
- 5.2.13.2 using VENDOR VSS menu under supervisor mode to check that images captured are getting stored in the hard disk drive of endpoints;
- 5.2.13.3 checking camera status, image capturing and data storage at every preventive maintenance of endpoints;
- 5.2.13.4 Digital VSS hardware and software maintenance – In the event of failure, take appropriate actions to rectify the same:

5.2.13.4.1 Change of cable if bad

5.2.13.4.2 Change of camera if bad

5.2.13.4.3 Change of HDD if bad

5.2.13.4.4 Reload s/w in case of s/w crash or change of HDD

5.2.13.5 With submission of AMC bill for payment, a copy of DVSS image along with others required documents is must as a proof of doing the preventive maintenance of DVSS.

5.2.13.6 Any other Bank's preventable calls.

5.2.14 The cost of combination lock if required to be replaced during the contract period shall be borne by Endpoint Provider. Such defective lock shall be broken open by Endpoint Provider at their cost. Further, breaking open the safe lock shall be required to be done without any additional cost to the Bank, as number of such instances are very limited.

### **5.3 Annual Technical Support Services by Endpoint Provider :**

NB : In case Bank decides to avail the ATS Services on installation of MVS and EPS, the following support services (illustrative but not exhaustive) are in addition (and not substitution) to the para (2) given above and part of ATS services. Suitable cost may be factored while subscribing to the RFP

All the additional Support Services under Annual Technical Support at the Endpoint irrespective of no. of physical visits at the site/endpoint and, without any additional cost to the Bank during the term of the contract should be made available by Endpoint Provider to the Bank round the clock throughout the year including 2<sup>nd</sup> and 4<sup>th</sup> Saturdays, Sundays and Holidays during the terms of 7 years. Qualified maintenance engineers totally familiar with the solutions and endpoints shall perform all the services provided hereinafter:

#### **5.3.1 Implementation and Post Implementation Support :**

- 5.3.1.1 Selected Bidder(s) shall install/reinstall/ Roll out of duly tested (at ATM Lab and two live sites) MVS/EPS/Application/software/agents/Bank's provided agents, third party agent etc, and successful operationalization at their respective endpoints permitted by the Bank as per process shared with the Bank
- 5.3.1.2 Trouble shooting of Solutions/Agents at the Endpoint for non-functioning of any of its functionality or Endpoint is down irrespective of facts whether it relates to Solutions/Agents or hardware breakdown. The Endpoint Provider will take full responsibility for ensuring that the Endpoint is functional with Solutions installed on the same and will coordinate with the Solution Provider aimed at operationalization of Endpoints and share the logs if required.
- 5.3.1.3 Root cause analysis for disputed / fraudulent transaction, coordination with Solution Provider and submit the report to the Bank.
- 5.3.1.4 Extend support and ensure that all changes related to calendar quarter are fully tested with the Solution Provider and ready for release by end of the calendar quarter and pilot at two endpoints and installation and operationalisation at the Endpoints, through the engineers, if the same could not be distributed / push / install through remotely for any reason.
- 5.3.1.5 To share the status of roll out with the Bank and Solution provider.

- 5.3.1.6 To share support team details with its escalation matrix to Bank and Solution provider.
- 5.3.1.7 Endpoint Provider to resolve the issue of Endpoint down or affecting the performance of the Endpoint, on account of Solutions / client software either through remote troubleshooting or by onsite physical visit (in case of bandwidth issue or not getting resolved remotely) within given TAT on being known the fact either from centralised portal of Solutions or being notified by Bank or by Endpoint-OEM / Provider of the Endpoint or any other party/Vendor or any other source provided by the Bank. It's Endpoint Provider responsibility to isolate the issue whether it is related to Solutions or hardware and work in close coordination with Solution Provider / other Vendor to make the Endpoint up and running.
- 5.3.1.8 Immediate support and work closely with Solution Provider for changes eg : Bug fix, customisation, modification, enhancement related to regulatory or causing the financial loss to the Bank or affecting Bank's reputation or Bank terms it as critical, for its quick release with pilot at two terminals and distribute the same to the Endpoints remotely if bandwidth permits else through the engineers for manual installation and operationalization at the Endpoints.
- 5.3.1.9 Endpoint Provider shall quickly lodge the case of malfunctioning /improper working of the endpoint (eg. any issue of non-functioning of any functionalities which are dependent upon the XFS or components of endpoint or devices or connected with driver or any dependency on Endpoint provider/Endpoint-OEM with relevant logs, if any) at the Endpoint Provider's Call logging System as well as Banks' Online Monitoring System or through the Managed Service Center Setup for the purpose and aim for the quick resolution as per SLA.
- 5.3.1.10 Endpoint Provider shall quickly lodge the case ( alongwith necessary logs/snapshots of OS/Device/XFS errors/application errors etc) of malfunctioning /improper working of the endpoint other than reasons attributed to the Endpoint Provider at the Banks' Online Monitoring System or through the Managed Service Center Setup for the purpose or designated email ID of Solution Provider.
- 5.3.1.11 "Voice Guidance Support for the visually challenged should be strictly as per the IBA Guidelines issued in this regard vide circular No. CIR/RB/ATMVCP/6846 Feb. 27, 2013 and subsequent changes, if any."

Endpoint Provider providing the Fingerprint Biometric device will also need to manage/ perform the RD services (Device Registration, Key-Exchange/ Rotation Activity, etc.) as per the guidelines or directives received from UIDAI titled "AADHAAR REGISTERED DEVICES TECHNICAL SPECIFICATION - VERSION 2.0 (REVISION 1)" dated February 2017 or any amendments/ updates thereto, and any other

instructions/ guidelines of UIDAI/ RBI/ IBA regarding biometric authentication, in relation to the Fingerprint Biometric devices supplied with the ATMs/ CDs for the length of the contract, at no additional cost to the Bank etc.) for the RD services (incl. Key - Exchange/ Rotation) is to be provided and maintained by the Endpoint Provider/ OEM, at no additional cost to the Bank.

The infrastructure (HW, SW, HSM, etc.) for the RD services (incl. Key-Exchange/ Rotation) is to be provided and maintained by the OEM, at no additional cost to the Bank.

#### 5.4 Managed Support Services : ( In case, the Bank decides to avail the services)

|   |                                                              |                                          |
|---|--------------------------------------------------------------|------------------------------------------|
| a | Replenishment of consumables                                 | As per Scope of work defined in para 3.1 |
| b | Housekeeping of endpoint and immediate surrounding           | As per Scope of work defined in para 3.2 |
| c | Maintenance and Management of peripherals / all equipment(s) | As per Scope of work defined in para 3.3 |
| d | Management Center Activities                                 | As per Scope of work defined in para 3.4 |
| e | Electronic Journal (EJ) Pulling and Software Management      | Shall be terminated                      |

#### 6. Project Plan, delivery and Schedule:

##### X- The date of execution of Agreement.

| Activity | Sub-Activity                                                                                                                                                                                | Number of terminals to be covered                                                                                                                                                                                                                                                                                                 | Owner             | No. of Calendar Days and not working days. |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------------------------------|
| Pilot    | Customisation, Integration, installation and testing (including end to end UAT/SIT/Security Review) by the Endpoint Provider with OEM Native Applications/Agents at test environment at IT- | (i) L1 should provide, <i>pro bono</i> , 2 Endpoints of the model that they intend to supply.<br>(i) L2 should provide, <i>pro bono</i> , 2 Endpoints of the model that they intend to supply.<br>Both the above would be deployed in live environments and tested.<br>(These two terminals are in addition to the terminal which | Endpoint Provider | X+30 days                                  |



RFP for Procurement of Endpoints (ADWMs) with  
Support Services – Phase XIII



|  |                                                       |                                                                 |                               |              |
|--|-------------------------------------------------------|-----------------------------------------------------------------|-------------------------------|--------------|
|  | ATM Lab and thereafter<br>in Live environment.        | is required to be provided at IT-<br>ATM Lab, <i>pro bono</i> ) |                               |              |
|  | Live Pilot Testing,<br>Monitoring and<br>Observations |                                                                 | Endpoint<br>Provider+<br>Bank | X+45<br>days |

| Phase | Roll – out Plan<br>(L1) | Roll out Plan<br>(L2) | Timelines<br>(Days) |
|-------|-------------------------|-----------------------|---------------------|
| I     | 1100                    | 500                   | X+75                |
| II    | 1200                    | 500                   | X+90                |
| III   | 1200                    | 500                   | X+105               |
| Total | 3500                    | 1500                  |                     |

The date of delivery of the endpoint at the identified location shall not be later than 30 days from the date of purchase order issued by the Bank/respective Circle(s).

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## Indicative Commercial Bid

## Appendix - 7

| 1A | B      | C      | D                                                                                                           | E                   | F         | G      | H        | I      | K                    | G                        |
|----|--------|--------|-------------------------------------------------------------------------------------------------------------|---------------------|-----------|--------|----------|--------|----------------------|--------------------------|
| 2  | Sr. No | Sub-No | Details                                                                                                     | Unit Rs./% Year Qty | Unit Rate | Period | Quantity | Amount | Minimum              | Proportion to Total Cost |
| 3  |        |        | TOTAL COST OF OWNERSHIP (TCO)                                                                               |                     |           |        |          | 0      |                      | #DIV/0!                  |
| 4  | 1      |        | Procurement of Endpoints (ADWMs) - with Warranty and AMC                                                    |                     |           |        |          | 0      |                      | #DIV/0!                  |
| 5  |        | a      | Procurements of ADWMs (excluding OEM Native Application) with one year Warranty (As per Tech spec Hardware) | Rs.   -   Qty       | 0         |        | 5000     | 0      | 0                    | #DIV/0!                  |
| 6  |        | b      | AMC for 6 years on ADWMs - % p.a. on Amount of item 1.a                                                     | % p.a. Year Qty     | 0         | 6      | 5000     | 0      | 7%                   | #DIV/0!                  |
| 7  |        | c      | Perpetual Client License - OEM Native Application (As per Tech Spec Software) with one year Warranty        | Rs.   -   Qty       | 0         |        | 5000     | 0      | 6.50 % of item 1(a). | #DIV/0!                  |
| 8  |        | d      | AMC for 6 years on OEM Native Application - % p.a. on Amount of item 1.c                                    | % p.a. Year Qty     | 0         | 6      | 5000     | 0      | 10%                  | #DIV/0!                  |
| 9  | 2      |        | Annual Technical Support for 7 years for endpoints procured under this RFP                                  |                     |           |        |          | 0      |                      | #DIV/0!                  |
| 10 |        | a      | ATS for 7 years on Endpoints (ADWMs)                                                                        | Rs.p.a. Year Qty    | 0         | 7      | 5000     | 0      | 5,000                | #DIV/0!                  |
| 11 | 3      |        | Managed Services for current RFP endpoints for 7 years                                                      |                     |           |        |          | 0      |                      | #DIV/0!                  |
| 12 |        | a      | Replenishment of consumables                                                                                | Rs.p.a. Year Qty    | 0         | 7      | 5000     | 0      |                      | #DIV/0!                  |
| 13 |        | b      | Housekeeping for endpoint and immediate surrounding                                                         | Rs.p.a. Year Qty    | 0         | 7      | 5000     | 0      |                      | #DIV/0!                  |
| 14 |        | c      | Maintenance and Management of peripherals / allied equipment(s)                                             | Rs.p.a. Year Qty    | 0         | 7      | 5000     | 0      |                      | #DIV/0!                  |
| 15 |        | d      | Management Center Activities                                                                                | Rs.p.a. Year Qty    | 0         | 7      | 5000     | 0      |                      | #DIV/0!                  |
| 16 |        | e      | EJ Pulling Services                                                                                         | Rs.p.a. Year Qty    | 0         | 7      | 5000     | 0      |                      | #DIV/0!                  |
| 17 | 4      |        | Site Installation / Modification Services                                                                   |                     |           |        |          | 0      |                      | #DIV/0!                  |
| 18 |        | a      | Site Installation / Modification Services with one year Warranty                                            | Rs.   -   -         | 0         |        | 5000     | 0      |                      | #DIV/0!                  |

| Tax-Rate |        |        |                                                                                                             | Appendix 7-1      | @ other than Income tax,Corporate Taxes and Custom duty   |              |              |              |              |              |
|----------|--------|--------|-------------------------------------------------------------------------------------------------------------|-------------------|-----------------------------------------------------------|--------------|--------------|--------------|--------------|--------------|
| 1A       | B      | C      | D                                                                                                           | Duty              | Taxes not to be included in the price while bidding price |              |              |              |              |              |
| 2        | Sr. No | Sub-No | Details                                                                                                     | Included in Price | Exclusive                                                 | Exclusive    | Exclusive    | Exclusive    | Exclusive    | Exclusive    |
| 3        |        |        |                                                                                                             | Custom Duty       | GST                                                       | Specify Tax@ | Specify Tax@ | Specify Tax@ | Specify Tax@ | Specify Tax@ |
| 4        |        |        | Specify Tax Rate ----->>>>>>>>                                                                              |                   |                                                           |              |              |              |              |              |
| 5        | 1      |        | Procurement of Endpoints (ADWMs) - with Warranty and AMC                                                    |                   |                                                           |              |              |              |              |              |
| 6        |        | a      | Procurements of ADWMs (excluding OEM Native Application) with one year Warranty (As per Tech spec Hardware) |                   |                                                           |              |              |              |              |              |
| 7        |        | b      | AMC for 6 years on ADWMs - % p.a. on Amount of item 1.a                                                     |                   |                                                           |              |              |              |              |              |
| 8        |        | c      | Perpetual Client License - OEM Native Application (As per Tech Spec Software) with one year Warranty        |                   |                                                           |              |              |              |              |              |
| 9        |        | d      | AMC for 6 years on OEM Native Application - % p.a. on Amount of item 1.c                                    |                   |                                                           |              |              |              |              |              |
| 10       | 2      |        | Annual Technical Support for 7 years for endpoints procured under this RFP                                  |                   |                                                           |              |              |              |              |              |
| 11       |        | a      | ATS for 7 years on Endpoints (ADWMs)                                                                        |                   |                                                           |              |              |              |              |              |
| 12       | 3      |        | Managed Services for current RFP endpoints for 7 years                                                      |                   |                                                           |              |              |              |              |              |
| 13       |        | a      | Replenishment of consumables                                                                                |                   |                                                           |              |              |              |              |              |
| 14       |        | b      | Housekeeping for endpoint and immediate surrounding                                                         |                   |                                                           |              |              |              |              |              |
| 15       |        | c      | Maintenance and Management of peripherals / allied equipment(s)                                             |                   |                                                           |              |              |              |              |              |
| 16       |        | d      | Management Center Activities                                                                                |                   |                                                           |              |              |              |              |              |
| 17       |        | e      | EJ Pulling Services                                                                                         |                   |                                                           |              |              |              |              |              |
| 18       | 4      |        | Site Installation / Modification Services                                                                   |                   |                                                           |              |              |              |              |              |
| 19       |        | a      | Site Installation / Modification Services with one year Warranty                                            |                   |                                                           |              |              |              |              |              |

| Site Installation / Modification Services - SIS |                  |                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Appendix-7-2               |     |        |               |                                  |
|-------------------------------------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----|--------|---------------|----------------------------------|
| SI                                              | Items            | Element                                                                                                                                                                                                                                            | Preferred Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Job Specs                  | Qty | Unit   | Unit Rate Rs. | Total Cost (Rs.) (QtyxUnit Rate) |
| 1                                               | Standard         | Panelling in the Endpoint room                                                                                                                                                                                                                     | Providing & fixing in position. ACP (Aluminium Composite Pane) with framing of Aluminium Tube sections of min 1.5"x 1" and 20 gauge 2'-0" C/C both ways. ACP to be in 2' wide panels or distributed equally. Panels to be fixed to the frame with 3M or equi-valent adhesive. Joints to be finished with Silicon based sealant.ACP thickness of 3 mm min. Aluminum foil thickness to be min 0.20 mm on both sides. Alubond, Eurobond, Fujibond, Alcobond or equivalent ISO certified or approved brands to be used. Bright silver Shade to be as per bank's approval. Additional Sections to be provided to fix the Indoor AC units. Both AC units to be installed near the machine area at the highest position.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Providing & Fixing         | 240 | Sq.ft. |               |                                  |
| 2                                               | Standard         | Grouting(All machines to be grouted).                                                                                                                                                                                                              | Moving/tilting of machine for removing existing leveling screws. Drilling 8"-10" holes in the existing flooring using concrete drill bits. Hammering metal sleeves in these holes. Repositioning the machines over the existing markings. Putting in Anchor fasteners - min. 6" long anchor fasteners, preferably of Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding & Repairing broke tiles, if any.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | As requirement at the site | 1   | No     |               |                                  |
| 3                                               | Standard         | Degrouting where replacement                                                                                                                                                                                                                       | Vendor to undertake de-grouting work at all replacement sites.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | As requirement at the site | 1   | No     |               |                                  |
| 4                                               | Standard         | Wiring for UPS                                                                                                                                                                                                                                     | 4 sq mm copper flexible cable of approved ISI make. With conduit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Providing & Fixing         | 10  | metre  |               |                                  |
| 5                                               | Standard         | 15 Amp Switch with sockets                                                                                                                                                                                                                         | 15 Amps Modular Switches and sockets of MK / Havells / Crabtree or equivalent make concealed type of ISI Standards (Within CD Room). Includes cabling up to 5 meters.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Providing & fixing         | 1   | No     |               |                                  |
| 6                                               | Standard         | Data Cabling                                                                                                                                                                                                                                       | Data Cabling with CAT5E cable with conduiting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Providing & fixing         | 10  | metre  |               |                                  |
| 7                                               | Fixed Components | Back Room (mandatory)<br><b>Note: Rack shall be provided if construction of Back Room is not at all feasible. Also, rack shall be provided if the site condition so demands. In these situations, rack shall be as per item C (Optional Item).</b> | Providing & fixing in position. ACP (Aluminium Composite Panel) with framing of Aluminium Tube sections of min 1.5" x1" and 18 gauge 2'-0" C/C both ways. ACP to be in 2' wide panels or distributed equally. The panels to be fixed to the frame with 3M or equivalent adhesive. Joints to be finished with Silicon based sealant. ACP thickness of 2 mm min. Aluminum foil thickness to be 0.20 mm. ACP only on the CD side with thickness of 3mm minimum. No panelling to be done on the back wall of the Room. Alubond, Eurobond, Fujibond, Alcobond or equivalent approved brands to be used. Shades to be as per bank's approval. ACP Door 3'X7' made of Aluminum frame. For back room an ordinary battery stand will be provided and no rack needs to be provided. MS Metal Shelves to be provided to house the other equipments. No flooring needs to be done in the back room.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Providing & fixing         | 80  | Sq.ft. |               |                                  |
| 8                                               | Fixed Components | Battery stand                                                                                                                                                                                                                                      | MS painted rack to house minimum 8 batteries (120AH), Dimensions are H 800 x W - 420 X D - 750 in mm                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Providing                  | 1   | No     |               |                                  |
| 9                                               | Fixed Components | 2 KVA UPS with 4 hours SMF battery back up.                                                                                                                                                                                                        | microprocessor / DSP based online UPS 2 KVA Single Phase with Isolated output, SNMP enabled with Software to facilitate completion of last transaction before gracefully shutting down the CR.<br>Technical Specifications:<br>Input Voltage Tolerance: 120-290 V., Input Frequency Tolerance: 47Hz to 53Hz, Output Voltage: 230 V +/- 1% No Load to Full Load.<br>Output Frequency: Mains Synchronised / 50Hz+/- 0.05% in free running mode.; Overall efficiency: > 90% AC to AC.<br>Recharge Time: < 12 Hours up to 90% Capacity.<br>Overload Capacity: 110% for 1Minute, 130% for 1Sec<br>Total Harmonic Distortion: < 4%, Output Filtration : RC & EMI<br>Protections: Short Circuit, Overload, Low Battery, Over Charge.<br>With Audible Alarm for low battery and inverter trip.<br>Temperature tolerance: 10 to 45 degree C for the UPS<br>Humidity tolerance: <= 90% Non Condensing Indications Digital Display: AC I/P O/P Voltage, AC I/P O/P Current, DC Voltage, DC Current & Battery Status<br>Special Requirement: Auto restart at Mains after Low Battery or Overload, Cold start at 90% of the rated load.; 4 hours battery back-up.<br>Min VAH: 8600; UPS Makes: Numeric, Epoch, Novateur, Tritronics, APC, DB, Emerson, E & C, Techser, Aplab or of any equivalent make and having a good service network across the country. SMF batteries of Hitachi, Rocket, Panasonic, Exide powersafe, AmaraRaja, Amco Best, Numeric, U_PLUS, HBL, CSB, Newmax (all with 18 months warranty) or of any equivalent make and having a good service network across the country. | Supply & Installation      | 1   | No.    |               |                                  |
| 10                                              | Standard         | Wiring                                                                                                                                                                                                                                             | Tamper Proofing, concealed wirings, machine to be flushed into false wall etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Providing & fixing         | 10  | metre  |               |                                  |

| Site Installation / Modification Services - SIS |                      |                                                                                                               | Appendix-7-2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                       |     |      |                  |                                           |
|-------------------------------------------------|----------------------|---------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----|------|------------------|-------------------------------------------|
| SI                                              | Items                | Element                                                                                                       | Preferred Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Job Specs             | Qty | Unit | Unit Rate<br>Rs. | Total Cost<br>(Rs.)<br>(QtyxUnit<br>Rate) |
| 11                                              | Additional Component | Floor standing rack for housing UPS, batteries, distribution board and keeping all stabilisers, routers, etc. | To be able to take 600 kg weight.<br>Frame: 16 gauge CRCA Steel. Front Door: CRCA sheet steel plain door perforated, (Hinge fitting RH or LH, freely selectable on site). Hinges with captive hinge pins, door opening angle. Front door numeric lock of Godrej or equivalent make. Service door at the rear or side depending on site. Door: CRCA sheet steel plain perforated door, (Hinge fitting RH or LH, freely selectable on site). Rear /side door Lockable. All doors/side panels to be 18 gauge. Power strip with min 6 No 5/15 universal power points. For sides CRCA sheet steel perforated. | Supply & Installation | 1   | No   |                  |                                           |
| 12                                              |                      |                                                                                                               | Grand Total (Should be equal to Unit Rate of Appendix-7 Sr.No.4a)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |     |      |                  |                                           |

| Payment Terms |        |         |                                                                                                             | Annexure 7a                                                                                                                                                                                                                                                                                                                                                                    |                                    |
|---------------|--------|---------|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| 1A            | B      | C       | D                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                |                                    |
| 2             | Sr. No | Sub- No | Details                                                                                                     | Payment Terms                                                                                                                                                                                                                                                                                                                                                                  | Payment Authority                  |
| 3             | 1      |         | Procurement of Endpoints (ADWMs) - with Warranty and AMC                                                    |                                                                                                                                                                                                                                                                                                                                                                                |                                    |
| 4             |        | a       | Procurements of ADWMs (excluding OEM Native Application) with one year Warranty (As per Tech spec Hardware) | 100 % on installation of the machine, the vendor will submit an Installation Certificate with an undertaking to dispose of existing endpoint as per e-waste policy subject to confirmation by the concerned Branch Manager/ Authorised Bank official as per the format<br>In case of deemed installation, payment shall be made 50 % and rest 50 % on successful installation. | Respective CMCS Department at LHO. |
| 5             |        | b       | AMC for 6 years on ADWMs - % p.a. on Amount of item 1.a                                                     | Payment will be made quarterly in arrears                                                                                                                                                                                                                                                                                                                                      | Respective CMCS Department at LHO. |
| 6             |        | c       | Perpetual Client License - OEM Native Application (As per Tech Spec Software) with one year Warranty        | 100 % on installation of the machine, the vendor will submit an Installation Certificate with an undertaking to dispose of existing endpoint as per e-waste policy subject to confirmation by the concerned Branch Manager/ Authorised Bank official as per the format                                                                                                         | Respective CMCS Department at LHO. |
| 7             |        | d       | AMC for 6 years on OEM Native Application - % p.a. on Amount of item 1.c                                    | Payment will be made quarterly in arrears                                                                                                                                                                                                                                                                                                                                      | Respective CMCS Department at LHO. |
| 8             | 2      |         | Annual Technical Support for 7 years for endpoints procured under this RFP                                  |                                                                                                                                                                                                                                                                                                                                                                                |                                    |
| 9             |        | a       | ATS for 7 years on Endpoints (ADWMs)                                                                        | Payment will be made quarterly in arrears                                                                                                                                                                                                                                                                                                                                      | Respective CMCS Department at LHO. |
| 10            | 3      |         | Managed Services for current RFP endpoints for 7 years                                                      |                                                                                                                                                                                                                                                                                                                                                                                |                                    |
| 11            |        | a       | Replenishment of consumables                                                                                | Payment will be made quarterly in arrears                                                                                                                                                                                                                                                                                                                                      | Respective CMCS Department at LHO. |
| 12            |        | b       | Housekeeping for endpoint and immediate surrounding                                                         | Payment will be made quarterly in arrears                                                                                                                                                                                                                                                                                                                                      | Respective CMCS Department at LHO. |
| 13            |        | c       | Maintenance and Management of peripherals / allied equipment(s)                                             | Payment will be made quarterly in arrears                                                                                                                                                                                                                                                                                                                                      | Respective CMCS Department at LHO. |
| 14            |        | d       | Management Center Activities                                                                                | Payment will be made quarterly in arrears                                                                                                                                                                                                                                                                                                                                      | Respective CMCS Department at LHO. |
| 15            |        | e       | EJ Pulling Services                                                                                         | Payment will be made quarterly in arrears                                                                                                                                                                                                                                                                                                                                      | Respective CMCS Department at LHO. |
| ##            | 4      |         | Site Installation / Modification Services                                                                   |                                                                                                                                                                                                                                                                                                                                                                                |                                    |
| ##            |        | a       | Site Installation / Modification Services with one year Warranty                                            | Payment will be made on successful completion certificate issued by the Bank                                                                                                                                                                                                                                                                                                   | Respective CMCS Department at LHO. |

## Appendix-8

### **FORMAT FOR EMD BANK GUARANTEE**

To:

-----

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Dear Sir,

**EMD BANK GUARANTEE FOR**  
**NAME OF SOFTWARE SOLUTION/ SERVICES TO STATE BANK OF INDIA TO**  
**MEET SUCH REQUIRMENT AND PROVIDE SUCH SOFTWARE SOLUTION/**  
**SERVICES AS ARE SET OUT IN THE RFP NO.SBI/AC/2018-19/005 DATED**  
**11/03/2019.**

**SUPPLY, INSTALLATION, TESTING & COMMISSIONING**  
**OF COMPUTER HARDWARE, SOFTWARE & PERIPHERALS**  
**AS ARE SET OUT IN THE SBI**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request for Proposal for supply, installation, testing and *commissioning of* \_\_\_\_\_ *and to develop, implement and support* ..... (name of Software Solution/ Service) \_\_\_\_\_ as are set out in the Request for Proposal **SBI/AC/2018-19/005 dated 11/03/2019.**

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) as Earnest Money Deposit.

3. M/s. \_\_\_\_\_, (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only)

4. NOW THIS GUARANTEE WITNESSETH THAT

We \_\_\_\_\_ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the SBI, pay without demur to the SBI, a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) that may be demanded by SBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided,

however, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

5. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI within 24 hours from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

- a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment to us of the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto 18 months provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 18 months or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is later.
- f) Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the SBI against us under

this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Notwithstanding anything contained hereinabove:

- (a) Our liability under this Bank Guarantee shall not exceed Rs...../-  
(Rupees .....only)
- (b) This Bank Guarantee shall be valid upto .....
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....

Yours faithfully,

For and on behalf of

\_\_\_\_\_  
Authorized official.

(Note: This guarantee will require stamp duty as applicable in the State where it is executed and shall be signed by the official(s) whose signature and authority shall be verified)



**PERFORMANCE BANK GUARANTEE FORMAT**  
***(TO BE STAMPED AS AN AGREEMENT)***

**THIS PERFORMANCE BANK GUARANTEE AGREEMENT** executed at .....this.....day of ..... 201 by ..... (Name of the Bank)..... having its Registered Office at .....and its Branch at .....(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at----- **(procuring office address)**, hereinafter referred to as "**SBI**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "**Service Provider/ Vendor**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to supply of hardware/software and/ or services and to develop, implement and support ..... (name of Software Solution/ Service) (hereinafter referred to as "**Services**") to SBI in accordance with the Request for Proposal (RFP) No. xxxx dated xxxx.

WHEREAS, SBI has agreed to avail the Services from the Service Provider for a period of \_\_\_\_\_ year(s).

WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated....., Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of the Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.

WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_ months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf of Service Provider, Guarantee as above, for an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

**NOW THIS GUARANTEE WITNESSETH THAT**

1. In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI in each of the demands, subject to a cumulative maximum amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
3. We (the Guarantor) confirm that our obligation to the SBI, under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and the Service Provider.
4. This guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

**WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-**

- (i) Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- (ii) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- (iii) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the

- Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- (iv) The guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
  - (v) This guarantee shall be a continuing guarantee during its validity period and the SBI can make its claim in one or more events within the total liability of the Guarantor mentioned herein.
  - (vi) This Guarantee shall remain in full force and effect for a period of \_\_\_ years from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us within three (3) months from that date i.e. on or before \_\_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
  - (vii) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein above:

- (a) Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupees .....only)
- (b) This Bank Guarantee shall be valid upto.....
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before ..... (date which is 3 months after date mentioned at (b) above.

Yours faithfully,

For and on behalf of Bank.

\_\_\_\_\_  
Authorised official

Appendix-10a

| Installation Certificate of Endpoint                                                                                                                                                                                                                  |                     |                      |                                          |                       |                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------|------------------------------------------|-----------------------|--------------------|
| Customer Name:                                                                                                                                                                                                                                        |                     | Customer ID:         |                                          | ATM ID:               | Installation Date: |
| Bank Detail                                                                                                                                                                                                                                           |                     |                      |                                          |                       |                    |
| Base Branch:                                                                                                                                                                                                                                          |                     |                      | Place of Installation                    |                       |                    |
| Address :                                                                                                                                                                                                                                             |                     |                      | Address :                                |                       |                    |
| City :                                                                                                                                                                                                                                                |                     |                      | City :                                   |                       |                    |
| Pincode :                                                                                                                                                                                                                                             |                     |                      | Pincode :                                |                       |                    |
| Contact Person(Branch : Mgr/Channel Mgr)                                                                                                                                                                                                              |                     |                      | Contact Person(Branch : Mgr/Channel Mgr) |                       |                    |
| Contact No. :                                                                                                                                                                                                                                         |                     |                      | Contact No. :                            |                       |                    |
| Email ID :                                                                                                                                                                                                                                            |                     |                      | Email ID :                               |                       |                    |
| Purchase Order / Dispatch Details                                                                                                                                                                                                                     |                     |                      |                                          |                       |                    |
| Purchase Order No. :                                                                                                                                                                                                                                  |                     | PO Date :            |                                          | Dispatch Date:        | Delivery Date:     |
| Physical condition of machine at time of deliver :                                                                                                                                                                                                    |                     |                      |                                          |                       |                    |
| <input type="checkbox"/> Good <input type="checkbox"/> Partially Damaged                                                                                                                                                                              |                     |                      |                                          |                       |                    |
| <input type="checkbox"/> Completely Damaged <input type="checkbox"/> Item Missing                                                                                                                                                                     |                     |                      |                                          |                       |                    |
| Warranty Period :                                                                                                                                                                                                                                     |                     | Warranty Start Date: |                                          | Warranty Expiry Date: |                    |
| Hardware Configuration                                                                                                                                                                                                                                |                     |                      |                                          |                       |                    |
| Machine Serial No. :                                                                                                                                                                                                                                  |                     |                      |                                          |                       |                    |
| Part No.                                                                                                                                                                                                                                              | Part Description    | Quantity             |                                          |                       |                    |
|                                                                                                                                                                                                                                                       |                     |                      |                                          |                       |                    |
|                                                                                                                                                                                                                                                       |                     |                      |                                          |                       |                    |
|                                                                                                                                                                                                                                                       |                     |                      |                                          |                       |                    |
|                                                                                                                                                                                                                                                       |                     |                      |                                          |                       |                    |
| Software Configuration                                                                                                                                                                                                                                |                     |                      |                                          |                       |                    |
| Application                                                                                                                                                                                                                                           |                     | Version              |                                          |                       |                    |
|                                                                                                                                                                                                                                                       | MVS                 |                      |                                          |                       |                    |
|                                                                                                                                                                                                                                                       | EPS                 |                      |                                          |                       |                    |
|                                                                                                                                                                                                                                                       | XFS                 |                      |                                          |                       |                    |
|                                                                                                                                                                                                                                                       | OS                  |                      |                                          |                       |                    |
|                                                                                                                                                                                                                                                       | Native Recycler App |                      |                                          |                       |                    |
|                                                                                                                                                                                                                                                       |                     |                      |                                          |                       |                    |
| Network Configuration                                                                                                                                                                                                                                 |                     |                      |                                          |                       |                    |
| Machine IP :                                                                                                                                                                                                                                          |                     | Subnet Mask :        |                                          | Gateway:              |                    |
| Remote IP :                                                                                                                                                                                                                                           |                     | Remote Port :        |                                          |                       |                    |
| Disposal of ATM as per e-Waste Bank's Policy                                                                                                                                                                                                          |                     |                      |                                          |                       |                    |
| We undertake that Machine Serial No. _____ ATM ID _____ Make _____ Model _____ have been decommissioned, lifted and shifted to our location as per RFP. We, hereby undertake that we shall dispose of the same as per the e-waste policy of the Bank. |                     |                      |                                          |                       |                    |
| Certificate Compliance and submission (Attached)                                                                                                                                                                                                      |                     |                      |                                          |                       |                    |
| PCI-PTS Certificate (EPP,PinPads)                                                                                                                                                                                                                     |                     |                      |                                          | Yes/No                |                    |
| EMVCo L1 LoA, MC,Visa , Rupay Certificates (Card Readers and EMV)                                                                                                                                                                                     |                     |                      |                                          | Yes/No                |                    |

| TIS/SIS (If in Scope)                                                                                                                                                                                                      |                              |                             |                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|--------------------------------------------------------------|
| Date when clear Site made available:                                                                                                                                                                                       | <input type="checkbox"/>     | AC Installed                | <input type="checkbox"/> UPS Installed                       |
| Reasons for delay if any :                                                                                                                                                                                                 | <input type="checkbox"/>     | Hard Disk of old            | Factory Settings/Password for dual                           |
|                                                                                                                                                                                                                            | <input type="checkbox"/>     | ATM/CD returned             | <input type="checkbox"/> combination electronic lock changed |
| To the branch                                                                                                                                                                                                              |                              |                             |                                                              |
| Date of SIS Completion:                                                                                                                                                                                                    |                              |                             |                                                              |
| We confirm that default BIOS password has been changed and endpoint have been integrated with the Switch and Central MVS/EPS/Other Solutions (wherever required by Bank) and admin control taken over by Central solution. |                              |                             |                                                              |
| Following keys were handed over and received by: _____                                                                                                                                                                     |                              | Signature : _____           |                                                              |
| Cash out Cassette & RR Cassette key No. :                                                                                                                                                                                  | Addition Cassette Key No. :  | Hood Door key               |                                                              |
| Safe Key Received :                                                                                                                                                                                                        | <input type="checkbox"/> Yes | <input type="checkbox"/> No |                                                              |
| Elect. Lock Combination changed and set to dual user:                                                                                                                                                                      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |                                                              |
| Operation Training given to : _____                                                                                                                                                                                        | Signature : _____            |                             |                                                              |
| Engineer Name : _____                                                                                                                                                                                                      | Signature : _____            |                             |                                                              |
| Branch Manager/ Channel Manager: _____                                                                                                                                                                                     | Signature : _____            |                             |                                                              |

**Appendix-10b.1**

**PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK  
AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE  
OF THE HARDWARE/SOFTWARE SOLUTION/ SERVICES**

Date:

M/s.-----

-----

Sub: Certificate of commissioning of Solution

RFP No : SBI/

dated \_\_\_\_\_

1. This is to certify that the Equipment, Software Solution and Services as detailed below has/have been successfully installed and commissioned/ received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) in accordance with the Contract/specifications.

| Deliverables                                                                 | Successful as per RFP<br>Terms<br>Y/N | Date of success |
|------------------------------------------------------------------------------|---------------------------------------|-----------------|
| Endpoints with OEM<br>Native Application pilot<br>connected to BASE24 @<br>* |                                       |                 |
|                                                                              |                                       |                 |
|                                                                              |                                       |                 |
|                                                                              |                                       |                 |

\* Successful completion of following activities :

- (a) Functionalities defined in Scope of Work – OEM Native Application
- (b) Functionalities defined in Scope of Work - Services
- (b) Functional and technical requirements as per RFP (except where Bank has deferred );
- (c) All the test cases defined by the Bank
- (d) Pass on UAT
- (e) Information Security cleared by Bank.
- (f) Pilot on following terminals
  - (i) 2 Endpoints(new)

Further, following certificates have been submitted :

- 1) EndPoint Installation Certificate (EPIC)
  - 2) PCI-PTS Certificate (EPP/PinPads)
  - 3) EMVCo L1 LoA, MC/Visa Certificates (Card Readers)
  - 4) EMVCo L2 LoA, MC/Visa/Rupay Certificates (EMV Kernel)
  - 5) Default Passwords Reset (BIOS, System, etc.)
  - 6) Disposable e-waste Certificate (DEC), if applicable
2. Details of specifications of Equipment, Software Solution and Services not yet supplied/commissioned and recoveries to be made on that account:

| <u>S.No.</u> | <u>Description</u> | <u>Amount to be recovered</u> |
|--------------|--------------------|-------------------------------|
|--------------|--------------------|-------------------------------|

3. The acceptance test has been done to our entire satisfaction and Staff have been trained to operate the Equipment, Software Solution and Services.
4. The Vendor has fulfilled his contractual obligations satisfactorily\*  
or  
The Vendor has failed to fulfill his contractual obligations with regard to the following:
  - (a)
  - (b)
  - (c)
5. The amount of recovery on account of non-supply of Equipment, Software Solution and Services is given under Para No. 2.
6. The amount of recovery on account of failure of the Vendor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation with stamp \_\_\_\_\_

\* Explanatory notes for filling up the certificates:

- (a) The Vendor has adhered to the time schedule specified in the contract in in dispatching the Equipments /providing the required Software Solution / Manuals pursuant to Technical Specifications.

- (b) The Vendor has supervised the commissioning of the Equipments/ Software Solution in time i.e., within the period specified in the contract from the date of intimation by the Bank in respect of the installation of the Equipments/Software Solution.
- (c) Training of personnel has been done by the Vendor as specified in the Contract.
- (d) In the event of Manuals having not been supplied or installation and commissioning of the Software Solution having been delayed on account of the Vendor, the extent of delay should always be mentioned.



## Appendix-10b.2

### **PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE OF THE HARDWARE/SOFTWARE SOLUTION/ SERVICES**

Date:

M/s.-----

-----

Sub: Certificate of commissioning of Solution

RFP No : SBI/

dated \_\_\_\_\_

1. This is to certify that the Equipment, Software Solution and Services as detailed below has/have been successfully installed and commissioned/ received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) in accordance with the Contract/specifications.

| Deliverables                                                   | Successful as per RFP<br>Terms<br>Y/N | Date of success |
|----------------------------------------------------------------|---------------------------------------|-----------------|
| Endpoints with MVS and<br>EPS and other agents at<br>pilot @ * |                                       |                 |
|                                                                |                                       |                 |
|                                                                |                                       |                 |

\* Successful completion of following activities :

- (a) Functionalities defined in Scope of Work – MVS, EPS
- (b) Functionalities defined in Scope of Work - Services
- (b) Functional and technical requirements as per RFP (except where Bank has deferred );
- (c) All the test cases defined by the Bank
- (d) Pass on UAT
- (e) Information Security cleared by Bank.
- (f) Pilot on following terminals
  - (i) 2 Endpoints(new)

Further, following certificates have been submitted :

- 1) EndPoint Installation Certificate(EPIC)
- 2) PCI-PTS Certificate (EPP/PinPads)

- 3) EMVCo L1 LoA, MC/Visa Certificates (Card Readers)
  - 4) EMVCo L2 LoA,, MC/Visa/Rupay Certificates (EMV Kernel)
  - 5) Default Passwords Reset (BIOS, System, etc.)
  - 6) MVS Solution (as part of EPIC)
  - 7) PA-DSS Certificate (for MVS)
  - 8) Disposable e-waste Certificate (DEC), if applicable
2. Details of specifications of Equipment, Software Solution and Services not yet supplied/commissioned and recoveries to be made on that account:
- | <u>S.No.</u> | <u>Description</u> | <u>Amount to be recovered</u> |
|--------------|--------------------|-------------------------------|
|--------------|--------------------|-------------------------------|
3. The acceptance test has been done to our entire satisfaction and Staff have been trained to operate the Equipment, Software Solution and Services.
4. The Vendor has fulfilled his contractual obligations satisfactorily\*  
or  
The Vendor has failed to fulfill his contractual obligations with regard to the following:
- (a)
  - (b)
  - (c)
5. The amount of recovery on account of non-supply of Equipment, Software Solution and Services is given under Para No. 2.
6. The amount of recovery on account of failure of the Vendor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation with stamp \_\_\_\_\_

\* Explanatory notes for filling up the certificates:

- (a) The Vendor has adhered to the time schedule specified in the contract in in dispatching the Equipments /providing the required Software Solution / Manuals pursuant to Technical Specifications.

- (b) The Vendor has supervised the commissioning of the Equipments/ Software Solution in time i.e., within the period specified in the contract from the date of intimation by the Bank in respect of the installation of the Equipments/Software Solution.
- (c) Training of personnel has been done by the Vendor as specified in the Contract.
- (d) In the event of Manuals having not been supplied or installation and commissioning of the Software Solution having been delayed on account of the Vendor, the extent of delay should always be mentioned.

|                                                   |
|---------------------------------------------------|
| <b>SLA Terms and Penalties for Non-Compliance</b> |
|---------------------------------------------------|

Table of Contents

|    |                                                                     |    |
|----|---------------------------------------------------------------------|----|
| 1. | General :.....                                                      | 2  |
| 2. | Procurement of Endpoints, Warranty and AMC : Endpoint Provider..... | 2  |
| 3. | Annual Technical Support : .....                                    | 5  |
| 4. | Managed Services : .....                                            | 6  |
| 5. | SIS :.....                                                          | 9  |
| 6. | Deficiency of Services :.....                                       | 10 |
| 7. | Transition Penalty :.....                                           | 10 |
| 8. | Transition Penalty :.....                                           | 11 |

## 1. General :

- 1.1 In case where penalty amount cannot be serviced through payment being made to endpoint provider/solution provider, penalty will be paid by the endpoint provider/solution provider through a cheque within 15 days from the close of the quarter. If the endpoint provider/solution provider fails to pay, the Bank may realize the penalty amount by either invoking the BG submitted by the endpoint provider/solution provider or recovering from any other payment due to the endpoint provider.
- 1.2 Computation of all penalties at the Local Head Office level.
- 1.3 No penalties shall be levied for delays not attributable to Vendor or delays on account of uncontrolled circumstances which shall be decided by the Bank and shall be binding on the Vendor.
- 1.4 Vendor shall submit the reason for delays on account of Bank dependencies via email twice a week for verification and confirmation by the Bank. In case, Bank does not do so within 15 days of receipt of such communication, this shall be a valid document for exclusion of penalties.
- 1.5 The total maximum penalties which can be levied as specified in the RFP/Agreement (except for actual loss and transition penalty) during a financial year (1st April to 31st March), shall not exceed 1/7th of the Total Project Cost for 7 years payable under the respective Agreements (appendix 12 )

## 2. Procurement of Endpoints, Warranty and AMC : Endpoint Provider

### 2.1 Downtime :

#### 2.1.1 Calculation of Downtime :

An endpoint will be considered "down" when it cannot receive/dispense cash. "Down Time" shall mean the interval between the times of reporting of failure to completion of repair. "Percentage Downtime" shall mean the aggregate of downtime of the particular endpoint during a quarter expressed as a percentage of total available time in a quarter -- actual number of days to be taken into account X 24 hours).

For example, if the aggregate downtime of an endpoint works out to 15 hours during a quarter, then the percentage downtime shall be calculated as follows:

$$\frac{15 \times 100}{\text{No of days in quarter} \times 24}$$

The downtime will be calculated on endpoint basis and not the entire network for the purpose of implementing penal provisions.

If an endpoint is shut down or is unavailable to the public during pre-determined specific periods as announced by the Bank, for reasons not attributable to the Endpoint Provider, such time period of unavailability will be excluded from the denominator while calculating the downtime percentage. Downtime will have the exclusions as detailed in “Exclusions to Bidder’s liability for penalty”.

"Down Time" shall mean the interval between the time of reporting of failure to the time of completion of repair. The Branch Manager of the Branch or the Channel Manager has the discretion to decide regarding the exclusions which shall be final and binding on Bidder.

In the matter of calculation of penalties, Bank will not rely only on the Endpoint Provider’s report but will also cross-check the data through independent verification from its ATM switch, ATM Monitoring Solution/ Tool or any other mechanism deployed by the Bank.

#### 2.1.2 Penalty for Downtime :

Bidder shall ensure that the full configuration of the endpoint is available to Bank in proper working condition and ensure minimum uptime of 99%. **The penalty for downtime per instance for each endpoint and / or services required under para 1.2 (Warranty, Annual Maintenance Contract and its support services ) of the scope of work of this RFP shall be as under :**

| Category          | Resolution Time/ TAT                                                                      | Penalty                       |
|-------------------|-------------------------------------------------------------------------------------------|-------------------------------|
| VIP endpoints     | 2 Hours : Irrespective of the population group/ category                                  | Rs.1200 per endpoint per hour |
| Regular endpoints | i. 4 Hours : At Metro, Urban and Semi-urban locations<br>ii. 6 Hours : At Rural locations | Rs.1000 per endpoint per hour |

The downtime will be computed from the time of ticketing of the relative fault at the Bank’s Online Monitoring Solution.

The Vendor will **NOT** be responsible for Cashout/ Cash Full because Cash Management Services are not outsourced to them. The Bank shall provide approximate exclusions to downtime for such faults.

Additionally, Penalty for not maintaining uptime of 99% on account of hardware faults will be as under:

|               |                                     |
|---------------|-------------------------------------|
| 97% to 99%    | : 5% of pro rata AMC for the month  |
| 95% to > 97%  | : 10% of pro rata AMC for the month |
| 91% to > 95%  | : 25% of pro rata AMC for the month |
| Less than 91% | : 50% of pro rata AMC for the month |

### 2.1.3 Exclusions to Endpoint Provider's liability for penalty :

The following exclusions would be taken into account in computing penalty:

- A maximum of 3 hours for quarterly Preventive Maintenance
- Actual Supervisory Time (which should be reasonable & in tune with national average)
- Actual downtime on account of the Switch and network connectivity.
- Core Banking Solution Host outages
- Vandalism
- Non-availability of access to the endpoints.
- Force Majeure cases
- Uncontrollable circumstances which shall be decided by the Bank and shall be binding on Endpoint Provider.
- In the state of Jammu and Kashmir and the North Eastern states, the ATM Operations under DGM (CS and CM) at respective LHOs may expressly allow maximum time not exceeding 24 hours for those specific locations which are considered difficult to reach for the reasons of inaccessible terrain and / or insurgency

2.2 As vendor would have received full payment of the machine and no AMC will be payable during the one-year warranty period, the downtime penalty during the warranty period of the machine will be paid by the vendor through a cheque within 15 days from the close of the quarter. If the vendor fails to pay, the Bank may realize the penalty amount by either invoking the BG submitted by the vendor or recovering from any other payment due to the vendor.

2.3 If the machine is not installed within 30 days from the date of order, and the reason for delay is not attributable to the Bank, the vendor will be liable to pay a penalty of Rs.1000/- per machine per day from 31<sup>st</sup> day for metro and urban / 41<sup>st</sup> day for other areas, which will be realized/recovered from the invoice submitted for that machine.

- 2.4 Any delay in installation/ operationalization of Cash Recyclers on account of Vendor's dispute with Government Authority on any count shall be reckoned as part of delay and penalty shall be as applicable as in cases of delay in supply/ installation. In this connection, in case the vendor is unable to deliver/ install Cash Recyclers in reasonable time, Bank reserves the right to review/ cancel the order and redistribute the same in a suitable manner.
- 2.5 In case, endpoint provider who have supplied the endpoints with Window 7 and fails to upgrade the same to Windows 10, penalty shall be charged Rs.1000/- per endpoint per day w.e.f. 01<sup>st</sup> July, 2019.
- 2.6 In addition to the penalties mentioned elsewhere in this RFP penalty will also be levied in case materials/endpoints/equipment used are not in conformity with specifications laid down unless exemption has been obtained from the Bank. Penalty could include free replacement plus 25% deduction of the cost of the materials/endpoints/equipment.
- 2.7 On account of any negligence, commission or omission by the engineers of the Endpoint Provider and if any loss or damage caused to the endpoint, the Endpoint Provider shall indemnify/ pay/ reimburse the loss suffered by the Bank.
- 2.8 If the Endpoint Provider fails to carry out Preventive Maintenance of a endpoint during a quarter, a penalty of Rs.500/= per day per endpoint will be levied from the date of close of the quarter till the date it is carried out, will be levied.
- 2.9 The endpoint installation should be completed within 30 days for metro and urban areas and 40 days for other areas from the date of handing over of clear site by the bank (complete room with power connection will be made available to the bidder) or placement of the order, whichever is later. Penalty @ Rs.1000/- per day will be levied thereafter.

### **3. Annual Technical Support :**

- 3.1 If the vendor fails to provide the DVSS footage, when required by the Bank within 180 days of the incident, for any reason including settlement of complaints within a reasonable time, the vendor will be liable to pay a penalty of Rs. 1,000/= per instance or the amount of loss suffered by the Bank on account of non-availability of such DVSS footage, whichever is higher.
- 3.2 Endpoint Provider shall provide required services (irrespective of no. of visits to the endpoints) furnished under the ATS – Annual Technical Support under the Scope of work , on oral/ telephonic/ email/ SMS / Mobile Application or Tickets/Incidents reported at Banks' Online Monitoring System any other mode of communication by the Bank through its qualified expert personnel wherever the endpoints are installed with following resolution time, otherwise will be subject to penalty mentioned there against :



| Category          | Resolution Time/ TAT                                                                      | Penalty                       |
|-------------------|-------------------------------------------------------------------------------------------|-------------------------------|
| VIP endpoints     | 2 Hours : Irrespective of the population group/ category                                  | Rs.1200 per endpoint per hour |
| Regular endpoints | i. 4 Hours : At Metro, Urban and Semi-urban locations<br>ii. 6 Hours : At Rural locations | Rs.1000 per endpoint per hour |

The Bank will have sole discretion to permit the grace travel time depending on the circumstances.

The above timelines are applicable for third party components also.

### 3.2.1 EJ Disconnected / Disabled Cases:

Following penalties shall be applicable for ATS (Endpoint level) for non-performance/ delayed performance of EJ related activities due to non-working of EJ module. Bank shall levy a penalty of Rs.1000/- per instance per day in case of :

- a) EJ disabled and EJ disconnected cases not resolved within T+1 days.
- b) In case EJ data is not complete at endpoint itself, penalty shall be charged for actual amount of claim received, for which bank is liable to make good the claim, on account of non-submission of EJ.

## 4. Managed Services :

4.1 For any delay in operationalization of full-fledged Managed Services (MS) of endpoints provided beyond 10 days from the date of installation solution with enquiry transaction, a penalty of Rs. 1000/- per day (from the 11<sup>th</sup> day onwards) per endpoint will be charged.

4.2 State Bank Group desires to provide world-class services at its ATMs/CDs/CDMs/ADWMs/Cash Recyclers with high 24x7x365 availability to customers. The Solution Provider is, therefore, expected to maintain the target availability at all levels as stipulated by the Bank in subsequent paragraphs.

4.2.1 Online Monitoring Solution and its web login access will be extended to Endpoint Provider's Management Center to know the status of endpoint real-time and prompt action is required to be taken by Management Center based on the faults in the Online Monitoring Tool, if there is a case in which the Vendors' system has not captured certain faults.

- 4.2.2 The Endpoint Provider to publish monthly availability report based on the Online Monitoring Tool Circle-wise and Bank as whole.
- 4.2.3 The Endpoint Provider will have to maintain availability at individual endpoint level as well as for the entire channel.
- 4.2.4 The endpoints have been classified into two different categories – VIP endpoints and Regular endpoints:

| Category          | Minimum targeted Uptime / Availability per month |
|-------------------|--------------------------------------------------|
| VIP- endpoints    | 95%                                              |
| Regular endpoints | 92 %                                             |

4.2.5 Availability :

- 4.2.5.1 Total time when endpoint was supporting cash withdrawal and/or cash deposit transactions depending on the nature of the endpoint i.e. ATM will be considered available if it is dispensing cash and CDM will be considered available only if it is accepting cash. Cash Recycler will be considered available only if both withdrawal and deposit functionalities are simultaneously available.

There will be no exclusion to availability, except force majeure case like flood, earthquake, natural calamities and vandalism cases.

4.2.5.2 Penalty for not maintaining target availability

The Endpoint Provider will have to achieve the availability targets for endpoints at individual level - VIP Endpoints' and the Regular Endpoints. The penalty for not maintaining target availability will be applicable for individual Endpoints level.

**VIP endpoints**

| Availability             | Penalty amount         |
|--------------------------|------------------------|
| 93.0% to less than 95.0% | 5% of Charges Payable  |
| 90.0% to less than 93.0% | 10% of Charges Payable |
| less than 90.0%          | 25% of Charges Payable |

**Regular endpoints :**

| Availability             | Penalty amount         |
|--------------------------|------------------------|
| 90.0% to less than 92.0% | 5% of Charges Payable  |
| 85.0% to less than 90.0% | 10% of Charges Payable |
| less than 85.0%          | 25% of Charges Payable |

Incentive and rewards for maintaining Higher Uptime.

### VIP endpoints

| Availability                                                                        | Incentive amount      |
|-------------------------------------------------------------------------------------|-----------------------|
| 96.0% to less than 97.0% and monthly average financial transactions of at least 250 | 5% of Charges Payable |
| above 97.0% and monthly average financial transactions of at least 250              | 7% of Charges Payable |

### Regular endpoints :

| Availability                                                                        | Incentive amount      |
|-------------------------------------------------------------------------------------|-----------------------|
| 92.0% to less than 95.0% and monthly average financial transactions of at least 250 | 5% of Charges Payable |
| above 95.0% and monthly average financial transactions of at least 250              | 7% of Charges Payable |

Transactions will be limited to Cash withdrawal and cash deposit only. Non-Financial transactions will not be considered for incentive/reward purpose.

### 4.3 Housekeeping :

SLA : Maintenance of endpoint site clean and in proper condition. Cleaning of the site twice a day including floor/glass/walls etc for regular endpoints and thrice a day for VIP endpoints.

#### Penalty :

For Regular endpoints : The penalty of Rs.2000/- per site shall be levied if endpoint site is not maintained clean and in proper condition. The penalty shall be levied for each instance reported by Channel Manager/ bank official.

For VIP endpoints, The penalty of Rs.3000/- per site shall be levied if endpoint site is not maintained clean and in proper condition. The penalty shall be levied for each instance reported by Channel Manager/ bank official.

An additional penalty of Rs.5000/- per site per month shall be levied if Vendor receives more than 2 recorded complaints from the Bank for that particular site in the particular month, pertaining to unsatisfactory maintenance, upkeep and general cleaning of the sites which falls in the responsibility of Vendor.

### 4.4 Consumables :

SLA : Consumables are required to be replenished well before it gets over.

Penalty :

Rs.1000/- per incident shall be levied if consumable are not made available within four hour from the time information available in Online Monitoring Solution or complaint lodged by Bank official at the portal and/ or advised by Channel Manager or by the Bank official in this regard.

#### 4.5 Electronic Journal (EJ)

##### 4.5.1 EJ Pulling Cases:

Following penalties shall be applicable for Managed services (Central Setup) for non-performance/ delayed performance of EJ related activities. Bank shall levy a penalty of Rs.500/- per instance per day in case of :

- a) Non-uploading of EJ within T+1 days from the date of transaction, and/or
- b) Uploaded file not having 100% transactions
- c) Non-uploading of EJ within T+3 days in case of network issue, where EJ should be pulled either after connectivity re-established or through engineers under ATS and upload it in centralized location.

## 5. SIS :

**5.1** Bank may undertake a quality test check of Endpoint sites within 60 (sixty) days by its own or external auditors of its choice to ascertain adherence by the Vendor to the technical specifications (both civil and electrical) at its own cost. If any deviation from the technical specifications (civil and/or electrical), is found / reported, the Vendor shall be allowed 90 (ninety) days to regularise the position, failing which he shall be liable for penalty.

**5.2** The quantum of such penalty shall not exceed

- (a) the cost for conducting such audit plus
- (b) the actual cost incurred in or the estimated cost for upgrading / restoring the site to the specified level plus
- (c) 10% of (a + b).

The amount stated above (a + b + c) shall be deducted from any future payment due to the Vendor from the Bank.

**5.3** During the warranty period for the site, the time for attending to and rectifying faults in sites shall be up to one working day for metro / urban centres & up to

two working days in other places except for UPS for which the response and resolution time shall be 4 hours in metro/urban centres and 6 hours at other centres as these are the critical items for the service support. For all other vital items the response and resolution time shall be one working day. For all other items which do not impact the operations of the endpoints, it shall be 2 working days. Penalties @ Rs.200/- per day shall be levied for delays in rectifying the faults – provided the site fault does not result in downtime of the Endpoint. For site faults that result in Endpoint downtime, the penalties applicable for Endpoint downtime shall be levied. No penalties shall be levied for delays on account of force majeure.

5.4 Site feasibility should be done and the report submitted within 10 days of the request made by the Bank. Penalty @ Rs.200 per day will be levied thereafter. (The Bank may waive it at its sole discretion if a large number of sites – much more than the monthly plan -- are given at one time). The SIS and Cash Recyclers installation should be completed within 30 days for metro and urban areas and 40 days for other areas from the date of handing over of clear site by the bank (complete room with power connection will be made available to the bidder) or placement of the order, whichever is later. Penalty @ Rs.1000/- per day from the 31<sup>st</sup> day for metro and urban area / 41<sup>st</sup> day for other area which shall be recovered / realized from the Invoice submitted for that site.

5.5 Penalty shall be levied in case material/equipment used are not in conformity with specifications laid down unless exemption has been obtained from Bank. Penalty could include free replacement plus 25% deduction of the cost of the material/equipment/machines.

5.6 On account of any negligence, commission or omission by the engineers of the Vendor in delivery of Product and Services if any loss or damage caused to the Equipment/machine, Vendor shall indemnify/pay/reimburse all loss suffered by Bank

## **6. Deficiency of Services :**

Actual loss incurred by the Bank on account of errors/bugs/deficiencies in services attributable to the Vendor shall be recovered from the vendor.

## **7. Transition Penalty :**

In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing

Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of 10 % of the respective line item of price bid on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period.

#### **8. Transition Penalty :**

In case Bank decides to switch over from OEM Native Application to Multi-Vendor Software and Endpoint Protection Solutions and avail the ATS Support Service and Managed Services from the Endpoint Provider, the penalties hereinabove mentioned will continue to be applicable.

**Procurement of Endpoints (ADWMs) with Support  
Services – Phase XIII  
SERVICE LEVEL AGREEMENT**

**BETWEEN**

**STATE BANK OF INDIA**

**&**

.....

**State Bank of India,  
Anytime Channels Dept.,  
9th Floor, Air India Building,  
Nariman Point Mumbai – 400 021.**

## **Contents**

|     |                                                                   |    |
|-----|-------------------------------------------------------------------|----|
| 1.  | DEFINITIONS & INTERPRETATION.....                                 | 4  |
| 2.  | SCOPE OF WORK .....                                               | 8  |
| 3.  | FEES /COMPENSATION.....                                           | 14 |
| 4.  | PENALTIES/SLA CONDITIONS .....                                    | 17 |
| 5.  | LIABILITIES/OBLIGATION.....                                       | 17 |
| 6.  | REPRESENTATIONS &WARRANTIES.....                                  | 18 |
| 7.  | VENDOR’S OBLIGATIONS .....                                        | 20 |
| 8.  | GENERAL INDEMNITY .....                                           | 21 |
| 9.  | CONTINGENCY PLANS. ....                                           | 22 |
| 10. | TRANSITION REQUIREMENT: .....                                     | 23 |
| 11. | LIQUIDATED DAMAGES.....                                           | 23 |
| 12. | RELATIONSHIP BETWEEN THE PARTIES .....                            | 23 |
| 13. | SUB CONTRACTING .....                                             | 24 |
| 12  | INTELLECTUAL PROPERTY RIGHTS .....                                | 25 |
| 13  | SYSTEM INTEGRATION TESTING & USER ACCEPTANCE TESTING : .....      | 27 |
| 14  | COUNTRY OR ORIGIN / ELIGIBILITY OF GOODS & SERVICES: .....        | 27 |
| 15  | DELIVERY, INSTALLATION, COMMISSIONING & DOCUMENTATION .....       | 27 |
| 16  | INSPECTION AND AUDIT .....                                        | 30 |
| 17  | SECURITY AND CONFIDENTIALITY .....                                | 33 |
| 18  | OWNERSHIP :.....                                                  | 36 |
| 19  | TERMINATION CLAUSE :.....                                         | 38 |
| 20  | DISPUTE REDRESSAL MACHANISM & GOVERNING LAW .....                 | 39 |
| 21  | RIGHT TO USE DEFECTIVE PRODUCT :.....                             | 40 |
| 22  | POWERS TO VARY OR OMIT WORK : .....                               | 41 |
| 23  | NO WAIVER OF BANK RIGHTS OR..... (SERVICE PROVIDER)’S LIABILITY . | 42 |
| 24  | CHANGE OF ORDERS .....                                            | 42 |
| 25  | CONTRACT AMENDMENTS .....                                         | 43 |
| 26  | LIMITATION OF LIABILITY .....                                     | 43 |
| 27  | FORCE MAJEURE.....                                                | 44 |
| 28  | NOTICES .....                                                     | 44 |
| 29  | GENERAL TERMS & CONDITIONS.....                                   | 45 |



This agreement made at..... (Place) on this -----day of \_\_\_\_\_ 20\_\_ \_\_.

BETWEEN

**State Bank of India**, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its.....  
.....<sup>1</sup> hereinafter referred to as “the Bank” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) of one Part:

AND

.....<sup>2a</sup>  
private/public limited company/LLP/Firm <strike off whichever is not applicable>  
incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 <strike off whichever is not applicable>, and hereinafter referred to as “.....”, which expression shall mean to include its successors in title and permitted assigns) of the Other Part:

WHEREAS

A. “The Bank” is carrying on business in banking in India and overseas and is desirous to avail services for **Procurement of Endpoints (ADWMs) with Support Services – Phase XIII** and ..... has agreed to provide such Services on the terms and conditions set forth in this Agreement and its Annexures.

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<sup>1</sup>Name & Complete Address of the Dept.

<sup>2</sup>Name & Complete Address ( REGISTERED OFFICE) of the service Provider,

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained in addition to the all the contents of **RFP No** \_\_\_\_\_ **dated** \_\_\_\_\_ and its corrigendum/clarifications/amendment thereto issued by the Bank;

## 1. DEFINITIONS & INTERPRETATION

### 1.1 Definition

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

- A. 'The Bank/SBI' shall mean the State Bank of India (including domestic branches and foreign offices) and subsidiaries.
- B. "Documentation" will describe in detail and in a completely self-contained manner how the User may access and use the ..... (name of the Software/ Maintenance Services)<*Strike off whichever is Inapplicable*>,<sup>3</sup> such that any reader of the Documentation can access, use and maintain all of the functionalities of the ..... (Service)<sup>4</sup>, without the need for any further instructions. 'Documentation' includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.

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<sup>3</sup> Name of Software

<sup>4</sup> Name of Software

- C. ‘Services’ shall mean and include the Services offered by ‘.....’<sup>5</sup>, including but not limited to .....<sup>6</sup> more particularly described in Clause 2 of this Agreement. ‘Services’ shall also include the Implementation Services, Training Services and Maintenance Services etc. and other incidental services and other obligation of the service provider to be provided under this Agreement. Services shall also mean ancillary to the supply of the equipment and development of the solution such as testing, transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, certifications, auditing, maintenance, its support, troubleshooting and other such obligations of the Service Provider covered under the Agreement.
- D. “Code” shall mean computer programming code contained in the Software. If not otherwise specified, Code shall include both Object Code and Source Code which means programming languages, including all comments and procedural code, and all related development documents(e.g., flow charts, schematics, statements of principles of operations, end-user manuals, architecture standards, and any other specifications that are used to create or that comprise the Code). Code shall include Maintenance Modifications and Enhancements licensed by the Bank.
- E. “Confidential Information” shall have the meaning set forth in Clause 15.
- F. “Intellectual Property Rights” shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- G. “Software” shall mean (a) the software product(s) described in this agreement; (b) all Maintenance Modifications and Enhancements that are provided to the Bank; (c) the Code contained in or otherwise related to each of the foregoing; and (d) the Documentation.

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<sup>5</sup>Name of the service provider

<sup>6</sup>Description of nature of service in detail.

- H. “Project Documents” shall mean all the plans, drawings and specifications used while bidding and all other documents necessary to complete all work.
- I. “Deficiencies” shall mean non satisfactory outcome of the services which has resulted in deviation from the desired outcome and has thereby cause loss to a party of this agreement.
- J. “Open Source or Copyleft license” shall mean a license of a computer program in which the source code is available to the general public for use and/or modification from its original design.
- K. “Revision control procedure” shall mean the procedure for management of changes to documents, software programs, and other collections of information made during this engagement.
- L. “Test Bug Reports” shall mean a report providing the details as to the efficiency of software in relation with reporting and resolution of any bug.
- M. “Root Cause Analysis Report” shall mean a report addressing a problem or non-conformance, in order to get to the ‘root cause’ of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.
- N. “The Contract” means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- O. “Vendor/Supplier/Contractor/Endpoint Provider/Service Provider” is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as **L1/L2 Bidder** as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- P. “Endpoints Provider” means **the Vendor who has supplied/is to supply the Endpoints to the Bank.**
- Q. “The Contract Price/Project Cost” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- R. “Equipment / Endpoint / Terminal / ATM / Machine means all the hardware (Automate Teller Machine, Cash Dispenser, Cash Deposit Machine, ADWMs, Cash Recycler, Smart ATM, Self-Service Kiosk, Multi-functional Kiosk.), its all

components, peripheral apparatus, associated software, firmware, operating software, Software Agent(s) which the Bidder is required to supply to the Bank as per the RFP.

- S. “Software Solution/Solution “ means all software products (which includes Multi-Vendor Software (Central Solution and its agent) and end point protection solutions and its agents), services and Online Monitoring Solutions as per the scope of work and deliverables to be provided by a Bidder as described in the RFP for procurement of Endpoints with Solutions and Support Services dated 10/11/2017 and corrigendum(s) thereto
- T. “The Project” means supply, installation, testing and commissioning, integration of computer hardware, software and services with support under Warranty and annual maintenance contract, if required for the contract period.
- U. “The Project Site” means locations where supply and services as desired in this Agreement are to be provided.
- V. Annual Maintenance Contract (AMC) - It would be the annual cost of maintenance of equipment, Software Solution and Services.
- W. Request for Proposal or RFP : means RFP No. \_\_\_\_\_ dated \_\_\_\_\_ and its corrigendum/clarifications/amendment thereto issued by the Bank from time to time.

## 1.2 Interpretations:

- 1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- 1.2.2 The singular includes the plural and vice versa.
- 1.2.3 Reference to any gender includes each other gender.
- 1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- 1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as

amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.

1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

1.2.9 The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

### 1.3 Commencement, Term & Change in Terms

1.3.1 This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from \_\_\_\_\_ (Effective Date).

1.3.2 This Agreement shall be in force for a period of \_\_\_\_7\_\_\_\_ year(s), unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.

1.3.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of 3 years on the same terms & conditions.

1.3.4 Either party can propose changes to the scope, nature or time schedule of services being performed under this Service Level Agreement. Such changes can be made upon mutually accepted terms & conditions maintaining the spirit (Purpose) of this Service Level Agreement.

## 2. SCOPE OF WORK

### 2.1 Place of Service<sup>7</sup>

| Sr. No. | Work Location | Address                                                                                                        |
|---------|---------------|----------------------------------------------------------------------------------------------------------------|
| 1.      | Navi Mumbai   | State Bank of India Global IT Centre, Sector -11,CBD Belapur, Navi Mumbai – 4000614 or any location in Mumbai. |
| 2.      | PAN India     | Sites identified for installation(s) of endpoints by Local Head Offices.                                       |

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<sup>7</sup>Brief description of place of service

## 2.2 Standard Services

Standard services to be delivered under this agreement are illustratively listed **Appendix -6 of RFP and Appendix-4 (a), (b) and (c)** of the RFP but are not limited to those.

## 2.3 Maintenance/ Upgrades

2.3.1 ..... (Service provider) shall maintain and upgrade the Software and Hardware during the **Warranty/AMC** Period so that the Software shall, at all times during the Warranty Period, meet or exceed the specifications in the Project Documents and the performance requirements as set forth in this Agreement. .... (Service provider) shall, at no cost to the Bank, promptly correct any and all errors, deficiencies and defects in the Software.

2.3.2 .....(Service Provider) shall have the operational maintenance obligations (e.g., telephone support, problem resolution, on-site services) as mentioned in Annexure-A<*kindly add operational maintenance obligation with deliverables*>

## 2.4 Correction of Deficiencies in Deliverables ( as mentioned in annexure-A).

2.4.1 If .....(Service provider) is unable to correct all Deficiencies preventing Acceptance of a Deliverable for which .....(Service provider) is responsible after a reasonable number of repeated efforts, the Bank may at its discretion:

- a) Allow .....(Service provider) to continue its efforts to make corrections; or
- b) Accept the Deliverable with its Deficiencies and reach agreement with .....(Service provider) on an equitable reduction to .....(Service provider)'s charges for developing such Deliverable to reflect the uncorrected Deficiencies; or
- c) Terminate this Agreement for cause in accordance with **Clause 19<sup>8</sup>** (except that the Bank is under no obligation to provide Service

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<sup>8</sup>Please see Clause 17 'Termination Clause'

provider any further opportunity to cure) and recover its damages as set forth in this agreement.

- 2.5 All professional services necessary to successfully implement the proposed Equipment, Software Solution and Services shall be part of this Agreement. These services include, but are not limited to, Project Management, Training, Deployment methodologies etc
- 2.6 ..... ( Service Provider) shall ensure that it's key personnel with relevant skill-sets are available to the Bank.
- 2.7 ..... ( Service Provider) shall ensure that the quality of methodologies for delivering the Equipment, Software Solution and Services, adhere to quality standards/timelines stipulated therefor.
- 2.8 ..... ( Service Provider) shall transfer skills to relevant personnel from the Bank, by means of training and documentation.
- 2.9 ..... ( Service Provider) shall provide and implement patches/ upgrades/ updates for Equipment and Software Solution/Firmware/ OS/hardware/ software/ Operating System / Middleware etc as and when released by the Vendor/ OEM or as per requirements of the Bank without any additional cost. Service Provider should bring to notice of the Bank all releases/ version changes.
- 2.10 ..... ( Service Provider) shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Service Provider has to support older versions of the hardware/ software/ Operating System/Middleware etc in case the Bank chooses not to upgrade to latest version.
- 2.11 ..... ( Service Provider) shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract.
- 2.12 All Equipment and Software Solution updates, upgrades & patches shall be provided by the ..... ( Service Provider) shall be free of cost during warranty and AMC/ ATS/ S&S period.



- 2.13 ..... ( Service Provider) shall provide legally valid firmware/Software Solution. The detailed information on license count and type of license should also be provided to the Bank.
- 2.14 The ownership of the software/firmware license and the hardware shall be that of the Bank from the date of delivery of the same to the Bank. In other words, wherever the ownership of the licenses/hardware is indicated, the name “State Bank of India” must appear to indicate that the Bank is the perpetual owner of the hardware/operating software/firmware, etc. associated with the hardware. Evidence in this regard must be submitted before the payment is released.
- 2.15 ..... ( Service Provider) shall keep the Bank explicitly informed the end of support dates on related Equipment/hardware/firmware/Software and should ensure support during warranty and AMC/ATS/S&S.
- 2.16 ..... ( Service Provider) shall support the Equipment, Software Solution and Services and its associated items/components including OS/firmware /Software Solution during the period of warranty and AMC as specified in Scope of work in this RFP from the date of acceptance of the Equipment/Software Solution by State Bank of India.
- 2.17 During the warranty and AMC period, ..... ( Service Provider) will have to undertake comprehensive support of the entire Equipment (hardware/components/ operating software/firmware) ,Software Solution supplied by the Bidder and all new versions, releases, and updates for all standard software to be supplied to the Bank at no additional cost to the Bank. During the support period, ..... ( Service Provider) shall maintain the Equipment ( hardware/Software etc), Software Solution to comply with parameters defined for acceptance criteria and the ..... ( Service Provider) shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the of the Equipment (hardware/ equipment/ components/ software or any component/ part thereunder), and Software Solution, which, under normal and proper use and maintenance

thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.

- 2.18 During the support period (warranty and AMC/ATS), the vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Equipment and Software Solution and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the Equipment and Software Solution as per the Bank's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of Equipment (hardware, system software or any of its components), Software Solution, the Bidder shall ensure that Equipment /Software Solution is made operational to the full satisfaction of the Bank within the given timelines. .... ( Service Provider) shall provide preventive maintenance schedules as per periodicity, which shall be specified in advance.
- 2.19 Onsite comprehensive warranty for the solution would include free replacement of spares, parts, kits, resolution of problem, if any, in solution.
- 2.20 Warranty and AMC for the system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such software.
- 2.21 Support (Warranty, AMC and ATS) would be on-site and comprehensive in nature and must have back to back support from the OEM/Vendor. The vendor will warrant Equipment against defects arising out of faulty design etc. during the specified support period. The vendor will warrant Equipments against defect arising out of faulty design, materials, etc. during the specified support period. The vendor will provide support for operating systems and other pre-installed software components/system software during the specified period of the hardware on which these software and operating system will be installed. The vendor shall repair or replace worn out or defective parts including all plastic parts of the equipments at his own cost including the cost of transport.
- 2.22 In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.

- a. Diagnostics for identification of systems failures
- b. Protection of data/ Configuration
- c. Recovery/ restart facility
- d. Backup of system software/ Configuration

2.23 Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.

2.24 ..... ( Service Provider) is agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.

2.25 ..... ( Service Provider) support staff shall be well trained to effectively handle queries raised by the customers/employees of the Bank.

2.26 Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

2.27 Service Milestones<sup>9</sup> : As per RFP.

#### 2.28 Risk Management

The .....(Service Provider) shall identify and document the risk in delivering the services. .... (Service Provider) shall identify the methodology to monitor and prevent the risk, and shall also document the steps taken to manage the impact of the risks.

#### 2.29 Service Request<sup>10</sup>

..... (Service Provider) shall dispense the service request in accordance with terms mentioned in Annexure B under this agreement.

#### 2.30 Service Management Tool

List the tools/applications to be used for service support/service delivery processes, if any, This may also include the customer tools/ applications to be used for provision of service support/service delivery.

1. Multivendor Software

<sup>9</sup> The Purpose of this clause is identify any assumption made for this agreement.

<sup>10</sup>The purpose of this clause is to document the process and timeframe for responding to the service requests.

2. Endpoint Protection Solution
3. Online Monitoring Solution
4. Existing Monitoring tools

In future, if any other application procured/developed by the bank during the contract period related to onsite advance technical support, training/documentation for such third party software will be provided by the bank

### 2.31 Service Complaints<sup>11</sup>

The service complaint shall be addressed to ..... (Designation). The complaint shall be acknowledged by the ..... (Service provider) **in 15 minutes.**

In case of re-occurrence of the service complaint, the following actions will be taken:

Action 1.....Penalty as per the damage caused

Action 2.....Change of resources/termination of services as per the clause no. 19.

## 3. FEES /COMPENSATION

### 3.1 Professional fees

3.1.1 ..... (Service Provider) shall be paid fees and charges in the manner detailed in **Appendix -7a** Payment Terms. the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.

3.2 All duties and taxes (excluding, GST, or other local taxes) , if any, which may be levied, shall be borne by the Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by ..... (Service Provider).

3.3 ..... (Service Provider) shall provide a clear description quantifying the service element and goods element in the invoices generated by them.

### 3.4 Payments

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<sup>11</sup> Describe in detail the service complain methodology for the services.

3.4.1 The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 days after its receipt thereof. All payments shall be made in Indian Rupees.

3.4.2 The Bank may withhold payment of any charges that it disputes in good faith, and may set-off penalty amount and any other amount which .....(Service provider) owes the Bank against charges payable to .....(Service provider) under this Agreement.

### 3.5 Performance Guarantee and Penalties

3.5.1 Performance Bank Guarantee [PBG] of the amount 10 % of the Total Cost of Ownership based on the Final reverse auction price (which shall be calculated and advised by the Bank to Selected Bidder(s)) with validity period of 7 years plus 3 months claim period, furnished hereunder strictly on the format at **Appendix-9** is to be submitted by the ..... (Service Provider). The PBG should be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. Purchase Order will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the ....., a Letter of Comfort from SBI may be accepted.

3.5.2 The PBG is required to protect the interest of the Bank against the risk of non-performance of the ..... (Service Provider) in respect of successful implementation of the project which may warrant invoking of PBG, also if any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.

3.5.3 If at any time during performance of the Contract, the .....(Service Provider) shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the .....(Service Provider) shall promptly notify the Bank in writing of the fact of the delay, it's likely

duration and its cause(s). As soon as practicable, after receipt of the .....(Service Provider)'s notice, the Bank shall evaluate the situation and may at its discretion extend the .....(Service Provider)'s time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

3.5.4 Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule<sup>12</sup> specified in this Agreement.

3.5.5 The .....(Service Provider) shall be liable to pay penalty at the rate mentioned in **Appendix - 11** in respect of any delay beyond the permitted period in providing the Services.

3.5.6 Subject to Clause 19 of this Agreement, any unexcused delay by the ..... (Service Provider) in the performance of its Contract obligations shall render this Agreement to be Terminated.

3.5.7 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the ..... (Service Provider). On reaching the maximum of penalties specified the Bank reserves the right to terminate the contract.

### 3.6 Delay in the Vendor's Performance:

3.6.1 Delivery, installation, commissioning of the Equipment, Software Solution and performance of Services shall be made by the Vendor within the timelines prescribed in this Agreement.

3.6.2 If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the Equipments, Software Solution and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion,

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<sup>12</sup> Please ensure that the time scheduled is suitably incorporated in the Agreement.

extend the Vendors' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

- 3.6.3 Any delay in performing the obligation/ defect in performance by the Vendor may result in imposition of penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this Agreement).

#### 4. PENALTIES/SLA CONDITIONS

As mentioned in **Appendix-11** of the RFP.

#### 5. LIABILITIES/OBLIGATION

##### 5.1 The Bank's Duties /Responsibility(if any)

- (i) Processing and Authorising invoices
- (ii) Approval of Information
- (iii) .....
- (iv) .....
- (v) .....

##### 5.2 .....(Service Provider)Duties

###### (i) Service Delivery responsibilities

- (a) To adhere to the service levels documented in this Agreement.
- (b) ..... (Service provider), if permitted to sub-contract, shall ensure that..... (Service provider) personnel and its subcontractors will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.

###### (ii) Security Responsibility

- (a) To maintain the confidentiality of the Bank's resources and other intellectual property rights.

## 6. REPRESENTATIONS & WARRANTIES

- 6.1 ..... (Service Provider) Warrants that the technical quality and performance of the Services provided will be consistent with the mutually agreed standards. Warranty and AMC/ATS shall be for a period of ..... (Term) from the date of acceptance.
- 6.2 .....(Service Provider) warrants that the software developed is free from malware at the time of sale, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications done) and free from OWASP vulnerabilities of applications/software arising out of faulty design, workmanship, etc. during the warranty and AMC/ATS period (up to.....).
- 6.3 ..... (Service Provider) represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; Act diligently, professionally and shall maintain the decorum and environment of the Bank; Comply with all occupational, health or safety policies of the Bank.
- 6.4 .....,..... (Service Provider) shall assume responsibility under Labour Laws, and also hold the Bank harmless from any loss, expense, damage or personal injury, death and any claim for payment of compensation of its employees, salary, retirement benefits, or any other fringe benefits asserted by an employee of .....(Service Provider), and/or any claim arising out of alleged infringement of intellectual property rights or other proprietary right of any third party arising out of ‘.....(Service Provider)’s.’ performance of Services hereunder. The Bank shall (a) provide prompt intimation of any such claims; (b) provide reasonable assistance; and (c) give sole authority to Service Provider to defend or settle such claim.
- 6.5 Each party represents and warrants that it has all requisite power and authorization to enter into and perform this Agreement and that nothing contained herein or required in the performance hereof conflict or will conflict with or give rise to a breach or default under, or permit any person or entity to terminate, any contract or instrument to which the party is bound.
- 6.6 As on the effective date of this Agreement, to the actual knowledge of the Service Provider the products provided by it to the Bank do not infringe any patent,



copyright, trademarks, trade secrets or other intellectual property rights of any third party.

- 6.7 The .....(Service Provider) shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- 6.8 The .....(Service Provider) has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- 6.9 The .....(Service Provider) shall duly intimate to the Bank immediately, the changes, if any in the constitution of the .....(Service Provider).
- 6.10 The .....(Service Provider) shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the .....(Service Provider) in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the .....(Service Provider) unless such person is found to be suitable in such verification and the .....(Service Provider) shall retain the records of such verification and shall produce the same to the Bank as when requested.
- 6.11 During the Warranty and AMC Period if any software or any component thereof is supplied by.....(Service Provider) is inoperable or suffers degraded performance not due to causes external to the software, .....(Service provider) shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame.
- 6.12 .....
- 6.13 .....<any other additional warranty can be incorporated>

## 7. VENDOR'S OBLIGATIONS

- 7.1 The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- 7.2 The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.
- 7.3 The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- 7.4 The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated. Bank shall provide the Service Provider (1) prompt written notice of the claim; (2) all requested information available with the Bank about the claim; (3) reasonable cooperation and assistance; and (4) sole authority to contest and defend such claim.
- 7.5 The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- 7.6 Vendor shall provide necessary training from the OEM to the designated SBI officials on the configuration, operation/ functionalities, maintenance, support & administration for software/ hardware and components, Software Solution, installation, troubleshooting processes of the proposed solution.

7.7 The Vendor shall treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under ‘Non-Disclosure Agreement’ in [Appendix-13](#) of the RFP.

7.8 If the proposal includes machine/ equipment or software marketed and/or supported by other companies or individuals, the selected bidder, as the prime contractor for the delivery, testing, installation and maintenance of the entire system, must ensure and declare that they possess the requisite permission/ license for the machine/ equipment/ software. Also, the selected bidder commits to support/ repair/ replace/ maintain all parts of the Endpoint, irrespective of the position whether the parts are manufactured by the Bidder or outsourced by them.

7.9 The Selected bidder(s) shall be responsible for compliance with all laws, rules, regulations, orders, notifications, and directions applicable in respect of its personnel (including, but not limited to, the Contract Labour (Prohibition and Regulation) Act 1986, the Payment of Bonuses Act 1965, the Minimum Wages Act 1948, the Employees' Provident Fund Act 1952, and the Workmen's Compensation Act 1923, and shall maintain all proper records, including, but not limited to, accounting records required under the Applicable Laws, or any code, practice or corporate policy applicable to it from time to time

## 8. GENERAL INDEMNITY

8.1 ..... (Service provider) agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur directly or indirectly on account of any misuse of data /information or deficiency in Services or breach on any obligations mentioned in clause 5<sup>13</sup> herein, including without limitation of confidentiality obligations, from any acts of Commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider. .... (Service

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<sup>13</sup>Please See Clause 5 ‘Representation and Warranties’

provider), to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on the .....(Service Provider).

8.2 ..... (Service provider) further undertakes to promptly notify the bank in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

8.3 The ..... (Service provider) shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the ..... (Service provider). Bank shall provide to the Service Provider (1) prompt written notice of the claim; (2) all requested information about the claim; (3) reasonable cooperation and assistance; and (4) sole authority to contest and defend such claim.

8.4 The ..... (Service provider) hereby undertakes the responsibility to take all possible measures, at no cost, to avoid or rectify any issues which thereby results in non-performance of software within reasonable time. The Bank shall report as far as possible all material defects to the ..... (Service provider) without undue delay. The ..... (Service provider) also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

Nothing contained in this agreement shall impair the Bank's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance of software.

## 9. CONTINGENCY PLANS.

9.1 The ..... (Service provider) shall arrange and ensure proper Data Recovery Mechanism, Attrition Plan and other contingency plans to meet any unexpected obstruction to the service provider or any employees or sub-contractors of the service provider in rendering the Services or any part of the same under this Agreement to the Bank. The ..... (Service Provider) at Banks discretion shall co-operate with the bank in case on any contingency.

## 10. TRANSITION REQUIREMENT:

10.1 In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty as per **Appendix-11** of the RFP on demand to the Bank, which may be settled from the payment of invoices for the contracted period. The Bank may also require the Service Provider to enter into a Transition & Knowledge Transfer Agreement as mentioned in Annexure J

## 11. LIQUIDATED DAMAGES

If the Service Provider fails to deliver and perform any or all the Services within the stipulated time, as specified in the RFP/Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost payable under the agreement, as liquidated damages a sum equivalent to 1% of the total value of each order placed by the bank/ respective Circle(s) (from time to time) for delay of each week or part thereof maximum upto 10% of the said purchase order. Once the maximum deduction is reached, the Bank may consider termination of the particular purchase order or the Agreement.

## 12. RELATIONSHIP BETWEEN THE PARTIES

- 12.1 It is specifically agreed that the ..... (Service Provider) shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.
- 12.2 Neither the ..... (Service Provider) nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.

12.3 None of the employees, representatives or agents of ..... (Service Provider) shall be entitled to claim any absorption or any other claim or benefit against the Bank.

12.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.

12.5 All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.

### 13. SUB CONTRACTING

11.1 ..... (Service provider) has to obtain written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.

11.2 In case of subcontracting permitted, .....(Service Provider) is responsible for all the services provided to the Bank regardless of which entity is conducting the operations. ....(Service Provider)is also responsible for ensuring that the sub-contractor comply with all security/confidentiality requirements and other terms and conditions as applicable to .....(Service provider) mentioned in this Agreement. Bank reserves the right to conduct independent audit in this regard.

11.3 Before engaging Sub-Contractor, the ..... (Service Provider) shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of the Bank and Bank shall have access to such records.

11.4 In the event of sub-contracting the ..... (Service Provider) shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the ..... (Service Provider) shall ensure that the secrecy and faith of Bank's data / processes is maintained.

11.5 ..... (Service Provider) shall provide subcontracting details to the Bank and if required, Bank may evaluate the same. Notwithstanding approval of the Bank for sub-contracting, the ..... (Service Provider) shall remain liable to the Bank for all acts/omissions of sub-contractors.

11.6 The Bank reserves the right to ask .....(Service Provider) and .....(Service provider) shall change/ amend the clause(s) entered between .....(Service Provider) and Subcontractor for Bank's suitability.

## 12 INTELLECTUAL PROPERTY RIGHTS

12.1 For any technology / software / product developed/used/supplied by ..... (Service provider) for performing services or developing software for the Bank as part of this Agreement, .....(service provider) shall have right to use as well right to license for the outsourced services or third party software development. Any license or IPR violation on the part of ..... (Service provider) shall not put the Bank at risk.

12.2 Without the Bank's prior written approval, .....(Service provider) will not use or incorporate in performing the Services link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copyleft license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.

12.3 **Notwithstanding anything mentioned herein, Service Provider shall, indemnify and keep indemnified the Bank at all times at its expense against all legal actions, claims, any loss or damages, at its expense, any claim or suit brought against the Bank alleging that a Product infringes a, trade mark, trade name, patent, copyright, trade secrets of any other IPR, industrial design or any other intellectual property rights of the third party("IP Claim") and shall pay all cost, legal fee and monetary damages awarded against the Bank in a preliminary, interim or final order of the court or on Bank's behalf in a settlement of IP Claim that Service Provider has agreed to in writing, subject to the following condition(s) mentioned in clause 12.3.1:**

12.3.1 (a)The Bank shall (a) promptly notify the Service Provider in writing of any IP Claim or allegations of infringement of which it has notice ("Claim Notice");(b) gives Service Provider reasonably requested information within its knowledge and cooperation and authority to defend and settle the IP Claim without prejudice to the rights of Bank. (c) The Bank shall not make any admission of claims against such claims without the Service Provider's prior written consent.

12.3.2 In handling the IP Claim, Service Provider shall endeavour to obtain for Bank the right to continue using the Software/Solution or replace or modify the Software/Solution, without materially

impacting or affecting Bank's intended use of the Software/Solution, so that it becomes non-infringing. If Service Provider determines that neither of the foregoing is available, upon Service Provider's written request to Bank, Bank shall promptly return the Software/Solution to Service Provider at Service Provider's cost and expenses, and Service Provider shall promptly refund Bank the charges Bank paid Service Provider for the Software/Solution.

12.3.3 However, obligations set forth in clause 12.3 shall not apply if the alleged infringement arises from (a) Service Provider's compliance with any of Bank's designs, specifications, or instructions; (b) any modifications or changes in the Software/Solution by the Bank (c) combination or use of the Software/Solution with any other Product not provided by the Service Provider to the Bank.

12.4 This clause 12.3 sets forth Service Provider's entire obligations, and Bank's exclusive remedies, with respect to intellectual property infringement, including any IP Claim.

**12.5 For the Solutions with base product (Out of Box features)- Binaries :**

The Vendor shall grant the Bank a fully paid-up, irrevocable, non-exclusive, unlimited, perpetual license throughout the territory of India or abroad to access, replicate and use software provided by the Vendor, including all inventions, designs and marks embodied therein perpetually. The source code / object code / executable code and compilation procedures of the Software Solution should have Version Control and relative Object Code should be shared with the Bank.

**12.6 Product/Solutions Customisation :**

The source code /object code /executable code and compilation procedures of the Software Product/Solution customized as per requirement of RFP and Bank, made under this agreement are the property of the Bank and as such the vendor shall make them available to the Bank after successful User Acceptance Testing. Vendor agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all Intellectual Property Rights, copyrights for the customisation done Any work



made under this agreement shall be deemed to be ‘work made for hire’ under any Indian/U.S. or any other applicable copyright laws.

12.7 Software licensed and / or customised as part of this agreement can be put to use in all offices of State Bank of India/ its foreign office & subsidiaries.

### 13 SYSTEM INTEGRATION TESTING & USER ACCEPTANCE TESTING :

13.1 The Vendor should integrate the software with the existing systems as per requirement of the Bank and carry out thorough system integration testing.

13.2 System integration testing will be followed by user acceptance testing, plan for which has to be submitted by the Vendor to the Bank. The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. SBI staff / third Party Vendor designated by the Bank will carry out the functional testing. This staff / third party vendor will need necessary on-site training for the purpose and should be provided by the Vendor. Vendor should carry out other testing like resiliency/benchmarking/load etc. Vendor should submit result log for all testing to the Bank.

13.3 On satisfactory completion of the requirements specified in Appendix 10a, 10b1 / 10b2 , letter as per Appendix 10a, 10b1 / 10b2 will be issued.

### 14 COUNTRY OR ORIGIN / ELIGIBILITY OF GOODS & SERVICES:

14.1 All equipments and components thereof to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.

14.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related Equipment is supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized Equipment results that is substantially different in basic characteristics or in purpose or utility from its components.

### 15 DELIVERY, INSTALLATION, COMMISSIONING & DOCUMENTATION

- 15.1 ..... (Service provider) will install the software/support the Bank in installation of the software developed into the Bank's production, Disaster Recovery, Testing and training environment, if required.
- 15.2 The Vendor shall provide such packing of the Equipment as is required to prevent its damage or deterioration during transit thereof to the location given by the Bank. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weight of packing cases shall take into consideration, where appropriate, the remoteness of the Equipment final destination and the absence of heavy handling facilities at all transit points.
- 15.3 Delivery, installation and commissioning of the equipment shall be made by the Vendor in accordance with the system approved / ordered and within the time schedule given in the Scope of work given in **Appendix-6** of the RFP.
- 15.4 The delivery will be considered to be complete when the equipments/ components/ associated software/firmware are received in good working conditional the designated locations and Bank issued a acceptance letter.
- 15.5 The installation will be deemed to be completed, when the Equipment and Software Solution including all the hardware, accessories/components, firmware/system software, and other associated software have been supplied, installed and operationalised as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank. The Bidder has to resolve any problem faced during installation and operationalisation.
- 15.6 The installation will be deemed to be completed, when the Equipment and Software Solution including all the hardware, accessories/components, firmware/system software, and other associated software have been supplied, installed and operationalised as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank. The Bidder has to resolve any problem faced during installation and operationalisation.
- 15.7 In addition, vendor will supply all associated documentation relating to the Equipment, Software Solution and Services etc. The Equipment, Software Solution and Services are considered accepted (commissioned and operationalised) after signing the Acceptance Test Plan (ATP) document jointly

by the representative of the Bank and the engineer from the vendor on the lines of format/certificate on the lines of **Appendix-10 (a and b1/b2)** of this RFP. The component level checking for individual item may be included during the acceptance test. The 'Acceptance Test Plan' document shall be deemed to form a part of the Agreement, to be signed between the vendor and the SBI. On the evaluation of the Acceptance Test results, if required, in view of the performance of the Equipment, Software Solution and Services (including hardware equipments/ components/ software), as observed during the Acceptance Test, the Bidder shall take remedial measures including upgradation of any of the components thereunder, including replacement thereof, at no additional cost to the Bank within a fortnight from the date of notification of the same to the vendor. The vendor should ensure that the Equipment, Software Solution and Services meets the requirements of the Bank as envisaged in the RFP.

The details of the documents to be furnished by the Vendor are specified hereunder :

15.7.1 Copy of relative purchase order.

15.7.2 2 copies of Vendor's Invoice showing contract number, equipments description, quantity, unit price and total amount.

15.7.3 Delivery Note or acknowledgement of receipt of Equipment from the Consignee or in case of Equipment from abroad, original and two copies of the negotiable clean Airway Bill.

15.7.4 2 copies of packing list identifying contents of each of the package.

15.7.5 Insurance Certificate.

15.7.6 Manufacturer's / Vendor's warranty certificate.

15.7.7 Commissioning and Acceptance Certificate issued by the Bank.

15.7.8 Installation Certificate as per **Appendix 10a**

15.8 The above documents shall be received by the Bank before arrival of Equipment (except where it is handed over to the Consignee with all documents). If these documents are not received, the Vendor will be responsible for any consequent expenses.

15.9 Penalties as specified in Appendix-11 will be applicable for the any kind of default in delay in delivery, installation/commissioning/support etc. expected in scope of work which will be deducted at the time of making payment(s).

- 15.10 In addition to the penalty on delayed supplies, Bank also reserves the right to cancel the Purchase Order and forfeit the EMD. In the event of such cancellation, the vendor is not entitled to any compensation, whatsoever.
- 15.11 For the System & other Software/firmware required with the hardware ordered for, the following will apply:..
- 15.12 The vendor shall supply standard software/firmware package published by third parties in or out of India in their original publisher-packed status only, and should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only..
- 15.13 The Vendor shall provide complete and legal documentation of all sub systems, licensed operating systems, licensed system software/firmware, licensed utility software and other licensed software. The Vendor shall also provide licensed software for all software/firmware whether developed by them or acquired from others.
- 15.14 In case the Vendor is providing software/firmware which is not its proprietary software then the Vendor must submit evidence in the form of agreement he has entered into with the software/firmware vendor which includes support from the software/firmware vendor for the proposed software for the entire period of contract with the Bank.
- 15.15 The ownership of the software license shall be that of the Bank from the date of delivery of the same. In other words, wherever the ownership of the licenses is indicated, the name "State Bank of India" must appear to indicate that the Bank is the perpetual owner of the software/license. Evidence to this effect must be submitted before the payment can be release

## 16 INSPECTION AND AUDIT

- 16.1 The Bank reserves the right to carry out pre-shipment factory / godown inspection by a team of Bank officials or demand a demonstration of the Equipment on a representative model at Bidder's place.
- 16.2 The Inspection and Quality Control tests before evaluation, prior to shipment of goods and at the time of final acceptance would be as follows:..
- 16.2.1 Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation tests at full load, facilities etc., as per the standards / specifications and may be done at factory site of the

supplier before dispatch of goods, by the Bank / Bank's Consultants / Testing Agency.

16.2.2 The Vendor shall intimate the Bank before dispatching the goods to various locations/offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the supplier;

16.2.3 Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.

16.2.4 In the event of the Equipment /Software Solution failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.

16.2.5 The inspection and quality control tests may also be conducted at the point of delivery and / or at the goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. In case of failure by the Vendor to provide necessary facility / equipment at its premises, all the cost of such inspection like travel, boarding, lodging & other incidental expenses of the Bank's representatives to be borne by the Vendor.

16.3 Nothing stated herein above shall in any way release the Vendor from any warranty or other obligations under this contract.

16.4 The Bank's right to inspect, test the Equipment/Software Solution after delivery of the same to the Bank and where necessary reject the Equipments/Software solution arrival at the destination/solution which does not meet the specification provided by the Bank. This shall in no way be limited or waived by reason of the Equipment and Software Solution having previously being inspected, tested and passed by the Bank or its representative prior to the Equipments/ Software solution shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.

- 16.5 Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.
- 16.6 System integration testing and User Acceptance testing will be carried out as per requirement of the Bank.
- 16.7 It is agreed by and between the parties that the Service Provider shall get itself annually audited by external empanelled Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the vendor shall submit such certification by such Auditors to the Bank. The vendor and or his / their outsourced agents /sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.
- 16.8 Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.
- 16.9 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and or any regulatory authority required for conducting the audit. The Bank reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to the Bank.

## 17 SECURITY AND CONFIDENTIALITY

- 17.1 “Confidential Information” mean all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.
- 17.2 All information relating to the accounts of the Bank’s customers shall be confidential information, whether labeled as such or otherwise.
- 17.3 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. .... (Service provider) personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement as per the format attached in the Annexure I provided by the Bank.
- 17.4 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. .... (Service provider), in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such

disclosure has been made in accordance with law; legal process or order of a government authority.

- 17.5 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.
- 17.6 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each party shall ensure that each personnel representing the respective party agree to be bound by the terms of this Agreement.
- 17.7 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:
- (i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by Disclosure by a Party in breach of the terms hereof.
  - (ii) Where any Confidential Information was disclosed after receiving the written consent of the other Party.
  - (iii) Where if a Party is requested or required by law or by any Court or governmental agency or authority to disclose any of the confidential information, then that Party will provide the other party with prompt notice of such request or requirement prior to such disclosure.
  - (iv) Where any Confidential Information was received by the Party from a third party which does not have any obligations of confidentiality to the other Party.
- 17.8 ..... (Service provider) shall abide with the Bank's IT and IS policy in key concern areas relevant to the project. Specific requirements will be shared upfront before the start of the work.
- 17.9 ..... (Service provider) shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.  
..... (Service provider) shall also implement any enhanced solutions mandated by security requirements for any / all types of Software/ support.



- 17.10 The security aspect of the solution/software will be comprehensively reviewed periodically by the Bank, and..... (Service provider) shall carryout modifications / updates based on the security review recommendations on case to case basis.
- 17.11 The Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.
- 17.12 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.
- 17.13 Upon expiration or termination of the Agreement and on all amounts as due and payable to..... (Service provider) under the Agreement having been received by..... (service provider), all proprietary documents, software documentation, programs partially or wholly completed, or materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by ..... (Service provider) without the Bank's written consent.
- 17.14 The Vendor shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the Scope of Work, details of which will be shared on request to the Bank. Some of the key areas are as under:
- 17.14.1 Responsibilities for data and application privacy and confidentiality
  - 17.14.2 Responsibilities on system and software access control and administration
  - 17.14.3 Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
  - 17.14.4 Physical Security of the facilities
  - 17.14.5 Physical and logical separation from other customers of the Vendor
  - 17.14.6 Incident response and reporting procedures
  - 17.14.7 Password Policy of the Bank
  - 17.14.8 Data Encryption/Protection requirements of the Bank.
  - 17.14.9 In general, confidentiality, integrity and availability must be ensured.

## 18 OWNERSHIP :

### 18.1 Product/Solutions Customisation

- 18.1.1 ..... (Service provider) will provide source code for every version of the product/Software developed specifically for the Bank, without any cost to the Bank, and it will be treated as the Property of the Bank.
- 18.1.2 The source code /object code /executable code and compilation procedures of the software solution made under this agreement are the proprietary property of the Bank and as such..... (Service provider) shall make them available to the Bank after successful User Acceptance Testing.
- 18.1.3 ..... (Service provider) agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.
- 18.1.4 ..... (Service provider) shall ensure proper change management process covering Impact assessment, requirement and solution documents detailing changes made to the software for any work order, in addition to enabling the programmers identify and track the changes made to the source code. The source code will be delivered in appropriate version control tool maintained at the Bank's on site location.
- 18.1.5 ..... (Service provider) shall adhere to revision control procedure of the Bank to maintain required documentation and configuration files as well as source code. Necessary backup and restoration of the revision control software related information will be handled by the Service team as per the approved backup policy of the Bank.
- 18.1.6 For each application developed by..... (Service provider) on ..... software, including third party software before the platform become operational, (service provider) shall

deliver all documents to the Bank, which include coding standards, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, and other documents, if any, as per work order.

18.1.7 ..... (Service provider) shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, details and documentation of all Product components, details and documentation of all dependent/ external modules and all documents relating to traceability of the software made under this agreement before its production release.

18.1.8 All software programs customized/developed, program documentation, system documentation and testing methodologies along with all other information and documents (other than tools being proprietary to ..... (Service provider) and used for customized software development shall be the exclusive property of the Bank.

18.1.9 The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this Agreement, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, the Service Provider shall hold all Intellectual Property rights in any pre-built software (base product (Out of Box features)- Binaries ), except for those which have been assigned under the Agreement.

18.1.10 All information processed by ..... (Service provider) during software development, implementation & maintenance belongs to the Bank. .... (Service provider) shall not acquire any other right in respect of the information for the license to the rights owned by the bank. .... (Service provider) will implement mutually agreed controls to protect the information. .... (Service provider) also agrees that it will protect the information appropriately. Failure to protect information may attract civil, criminal, or administrative penalties.

18.1.11 The Vendor shall deliver the following documents to the Bank for every firmware/software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.

18.1.12 The Vendor should also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the abovementioned documentation should be supplied by the Vendor to the Bank, free of cost in timely manner. The vendor shall develop customized documentation as per Bank's requirement, if desired by the Bank.

## 19 TERMINATION CLAUSE :

19.1 The Bank, without prejudice to any other remedy for breach of contract, shall have the right to terminate the contract in whole or part, at any time by giving a written notice of 30 days to the Service Provider, if Service Provider fails to deliver any or all of the deliverables within the period(s) specified in this Agreement, or within any extension thereof granted by the Bank pursuant to conditions of Agreement or if service provider fails to perform any other obligation(s) and/or breach any of terms and conditions of the RFP/Agreement provided a cure period of not less than 60 days (term) is given to service provider to rectify the defects.

19.2 In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Equipments, Software Solution and Services similar to those undelivered, and the Service Provider shall be liable to the Bank for any increase in cost for such similar Equipments, Software Solution and Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

- 19.3 In the event of termination of the Agreement, .....(service provider) shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.
- 19.4 The Bank may at any time terminate the Agreement without giving written notice to ..... (Service provider), if ..... (Service provider) becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to ..... (Service provider), provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank on payment to the .....(Service Provider) for the services rendered.
- 19.5 In the event of the termination of the Agreement..... (Service Provider) shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.
- 19.6 In the event of termination of the Agreement for material breach by service provider, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.
- 19.7 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment; confidentiality obligation; Governing Law clause; Dispute resolution clause ; and any right which a Party may have under the Applicable Law.
- 19.8 Termination for Insolvency as per RFP.
- 19.9 The Bank, by written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

## 20 DISPUTE REDRESSAL MACHANISM & GOVERNING LAW

- 20.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the

progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.

20.2 If the parties are not able to solve them amicably, either party [SBI or ..... (service provider)] shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.

20.3 In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration would be held as per the Arbitration and conciliation Act, 1996, as amended from time to time.

20.4 ..... (Service provider) shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

20.5 Arbitration proceeding shall be held at Mumbai (Place of Arbitration), India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

20.6 This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at .....(place) only.

20.7 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

## 21 RIGHT TO USE DEFECTIVE PRODUCT :

21.1 If after delivery, acceptance and installation and within the warranty period, the operation or use of the equipment is found to be unsatisfactory, the Bank shall

have the right to continue to operate or use such equipment until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank's operation.

## 22 POWERS TO VARY OR OMIT WORK :

- 22.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by..... (Service provider) except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct..... (Service provider) to make any variation without prejudice to the Agreement. .... (Service provider) shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of..... (Service provider), if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct..... (Service provider) to make such other modified variation without prejudice to the Agreement. .... (Service provider) shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions..... (Service provider)'s obligations will be modified to such an extent as may be mutually agreed. If such variation is substantial and involves considerable extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which..... (Service provider) has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of..... (Service provider), involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- 22.2 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to .....(Service Provider), before..... (Service provider) proceeding with the change.

## 23 NO WAIVER OF BANK RIGHTS OR..... (SERVICE PROVIDER)'S LIABILITY

Neither any payment sign-off/payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time/possession taken by the Bank shall affect or prejudice the rights of the Bank against..... (Service provider), or relieve..... (Service provider) of their obligations for the due performance of the Agreement, or be interpreted as approval of the work done, or create liability on the Bank to pay for alterations/ amendments/ variations, or discharge the liability of..... (service provider) for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which they are bound to indemnify Bank nor shall any such certificate nor the acceptance by them of any such paid on account or otherwise, affect or prejudice the rights of the ..... (Service provider), against the Bank.

## 24 CHANGE OF ORDERS

24.1 The Bank may, at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:

24.1.1 Method of shipment or packing;

24.1.2 Place of delivery;

24.1.3 Quantities to be supplied subject to 20% above or below the originally declared quantities except where Bank has specifically mentioned at the option of the Bank.

24.1.4 If due to lack of technical feasibility or lack of commercial viability or due to unforeseen circumstances, the Bank finds that it is unable to buy certain components or services, or will need to substitute one component or service with another, the Bank may change the quantities beyond 20 % plus or minus in respect of following items. The Bank also reserves the right to avail the products/services as per the rate discovered through this RFP in respect of following items, during the term of the contract :

| Price Bid Item No. | Description of Product/Service                                                      | If the Need for Variation Arises                                         |
|--------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| 1 c and d          | Perpetual Client License - OEM Native Application with warranty and its AMC for six | On account of implementation of Multi-Vendor Software on Endpoints (Cash |



|                  |                                                |                                                                                                                                                                                |
|------------------|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | years.                                         | Recyclers) . Bank shall pay for the proportionate amount for the actual requirements/services availed.                                                                         |
| 2 a              | ATS for 7 years on Endpoints (Cash Re-Cyclers) | On account of implementation of Multi-Vendor Software on Endpoints (Cash Recyclers). Bank shall pay for the proportionate amount for the actual requirements/services availed. |
| 3 a, b, c, d, e, | Managed Services for endpoints for 7 years     | On account of implementation of Multi-Vendor Software on Endpoints (Cash Recyclers). Bank shall pay for the proportionate amount for the actual requirements/services availed. |
| 4 a              | Site Installation and Modification Services    | Cost will be paid as per actual requirements.                                                                                                                                  |

## 25 CONTRACT AMENDMENTS

25.1 No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties

## 26 LIMITATION OF LIABILITY

26.1 For breach of any obligation mentioned in this agreement, subject to clause 21.3, in no event .....(Service Provider) shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total cost of the project .

26.2 .....(Service provider) will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.

26.3 The limitations set forth in Clauses 21.1 shall not apply with respect to:

- (i) claims that are the subject of indemnification pursuant to Clause 12<sup>14</sup>,

<sup>14</sup> Please see Clause 12 'IPR Indemnification'

- (ii) damage(s) occasioned by the gross negligence, **fraud** or willful misconduct of .....(Service Provider),
- (iii) damage(s) occasioned by .....(Service Provider) for breach of Clause 15<sup>15</sup>,
- (iv) **Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.**

## 27 FORCE MAJEURE

- 27.1 Any failure or delay by either parties in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or act of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing Party shall not be deemed as default.
- 27.2 If Force Majeure situation arises, the non-performing party shall promptly notify within..... (Term, in days) to the other party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing party shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 27.3 If the Force Majeure situation continues beyond 30 days, the either parties shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an event of Force Majeure. However, .....(Service Provider) shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

## 28 NOTICES

- 28.1 Any notice or other communication under this Agreement given by either party to the other party shall be deemed properly given if in writing and;

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<sup>15</sup>Please see Clause 15 ‘Security and Confidentiality’

- i. When hand delivered during normal business hours of the recipient, acknowledgment taken.
- ii. If transmitted by facsimile during normal business hours of the recipient; proof of delivery taken. A copy sent by registered mail/ first class courier, return receipt requested shall follow all fax notices, to any Fax number of..... (Service provider)'s office at Mumbai, or any other place advised by..... (Service provider) to the Bank from time to time.
- iii. If mailed by registered mail/ first class courier, return receipt requested, within five working days of posting, properly addressed and stamped with the required postage, to the intended recipient at its address specified below its signature at the end of this Agreement.

28.2 The Addresses for Communications to the parties are as under.

(a) In the case of the Bank

.....  
 .....  
 .....  
 .....  
 .....

(b) In case of service provider

.....  
 .....  
 .....  
 .....

28.3 In case there is any change in the address of one party, it shall be communicated in writing to the other party with in ..... (days).

## 29 GENERAL TERMS & CONDITIONS

29.1 TRAINING: ..... (Service provider) shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for software, application architecture and components, installation, troubleshooting processes of the proposed .....(services)as mentioned in this agreement.

29.2 PUBLICITY:..... (Service provider) may make a reference of the services rendered to the Bank covered under this Agreement on.....

(Service provider)'s Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.

29.3 SUCCESSIONS AND ASSIGNS: This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.

29.4 NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or sub-contractor/s of the other party, or aid any third person to do so, without the specific written consent of the other party. However nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of..... (Service provider).

29.5 SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.

29.6 MODIFICATION: This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement.

29.7 ENTIRE AGREEMENT: This Agreement, including all Work orders, Exhibits, Annexures, Appendix, RFP and other documents or communications incorporated herein, represents the entire agreement for the services of .....covering.....  
.....(short description of the service to be provided),  
between the parties and supplements all prior negotiations, understandings and agreements, written or oral, relating to the subject matter herein. In the event of any conflict of any matter between the agreement and its annexures/schedules/addenda/appendix/exhibit/RFP/RFP amendments / corrigendum, the Bank's decision shall be final in the matter.

29.8 PRIVACY: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

29.9 EFFECTIVE DATE: This Agreement shall be effective from the date mentioned at the beginning of this Agreement.

29.10 DUE AUTHORISATION: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

29.11 COUNTERPART: This Agreement is executed in duplicate and each copy is treated as original for all legal purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

**State Bank of India**

**.....Service Provider**

**By:**  
**Name:**  
**Designation:**  
**Date:**

WITNESS:

1.

2.

**By:**  
**Name:**  
**Designation:**  
**Date:**

1.

2.

## **ANNEXURE, SCHEDULE, ETC**

### **ANNEXURE-A ( Shall be framed by Bank based on RFP)**

#### **DELIVERABLES/SCOPE OF WORK**

1. Description of Deliverables:

*[Identify each individual component of the Deliverables, including equipment and software, by name and version.]*

2. Specifications, Performance Standards, and Functional Requirements:

*[Include here all of the specifications, performance standards, and functional requirements for the Deliverables that are important to the Bank. Be certain to include run and operator response times (if applicable) which are part of the Acceptance criteria discussed in this agreement.]*

2.1 '.....(Service Provider).' Undertakes and warrants to provide technical support with resolution time frame as per the matrix given below:

| <i>Severity</i>          | <i>Description</i> | <i>Response Time</i> | <i>Resolution time</i> |
|--------------------------|--------------------|----------------------|------------------------|
| <i>Critical</i>          |                    |                      |                        |
| <i>High/Major</i>        |                    |                      |                        |
| <i>Medium/</i>           |                    |                      |                        |
| <i>Low/Minor</i>         |                    |                      |                        |
| <i>Very Low/Cosmetic</i> |                    |                      |                        |

3. Documentation:

*[Identify here all user manuals and other documentation concerning the Software.]*

4. Modifications to Scope Of License:

*[Identify here any modifications to the scope of the License defined in this agreement.]*

**ANNEXURE-B ( Shall be framed by Bank based on RFP)**

SERVICE METRIC<strike off any of the term, if it is inapplicable>

1.1 Service Measure or Service definitions

<Kindly determine, the key business function, process or procedure being measured and reported on and which parties should continuously improve>

1.2 Service level objective

<Kindly determine, key specific service component (for example, requirements, defects, test cases) that is to be measured.>

1.3 Service Window

<demarcate the time periods during which the service level will be measured. In regard to services, this is focused on the duration of the project or development of life cycle>

1.4 Measurement Range/ service-level metric

<Kindly establish measurement criteria of the work that the agreement requires the provider to perform. This measurement is commonly expressed as percentage><Strike off which ever in not applicable>

| Service- level object | Service level category | Service level time frame                                                         | Service level metric/measurement range    |
|-----------------------|------------------------|----------------------------------------------------------------------------------|-------------------------------------------|
| <Requirement>         | <.....>                | <Project or development life cycle<br>+.....(warranty/per phase/rolling period)> | Low.... %<br>High .... %<br>Average.... % |
| Formula               |                        |                                                                                  |                                           |
| Measurement Interval  |                        |                                                                                  |                                           |
| Measurement Tool      |                        |                                                                                  |                                           |

(a) Service metric for production support

Uptime Metric

| SL no. | Service level category | Service level object | Service window                    | Measurement range/criteria                                                                                  |
|--------|------------------------|----------------------|-----------------------------------|-------------------------------------------------------------------------------------------------------------|
| 1.     | <application uptime>   | <requirement>        | <including down-time requirement> | Measurement will be on .....(monthly/quarterly/half yearly/yearly)<strike off which even is not applicable> |
|        |                        |                      |                                   |                                                                                                             |

1.5 Measurement Formula

<Kindly provide description of the mathematical formula used to measure the delivery of a service against the measurement range>

1.6 Data Sources

<Description of type and origin of data that will be collected, where and how it will be stored and who will be responsible>



**ANNEXURE-C( Shall be framed by Bank based on RFP)**

INFRASTRUCTURE MANAGEMENT METRICS *<strike off which ever in not applicable>*

(a) Service metric for Recovery Time objective (RTO) *<strike off if not applicable>*

| SL no. | Service level category                                      | Service level object                                                                                                           | Measurement range/criteria                                                                                 |
|--------|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| 1.     | RTO during disaster for shifting to <i>&lt;Place&gt;</i> DC | <i>&lt;..... (requirement to be filled by the concerned dept.)/ 4 hours&gt;&lt;strike off which ever in not applicable&gt;</i> | <i>&lt;.....&gt;&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> |

(b) SLA for Recovery Point Objective *<strike off if not applicable>*

| SL no. | Service level category                                   | Service level object                                                                                                                                   | Measurement range/criteria                                                                                 |
|--------|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| 1.     | RPO during disaster for shifting to <i>&lt;Place&gt;</i> | <i>&lt;.....(requirement to be filled by the concerned dept.)/ 99.999% of PR site data recovery&gt;&lt;strike off which ever in not applicable&gt;</i> | <i>&lt;.....&gt;&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> |

INFRASTRUCTURE SUPPORT METRICS

| Activities                                                                                    |         | Severity    | Response Time (mins) | Resolution Time (mins) | Measurement Criteria                                                                           |
|-----------------------------------------------------------------------------------------------|---------|-------------|----------------------|------------------------|------------------------------------------------------------------------------------------------|
| Operational Task                                                                              | Details |             |                      |                        |                                                                                                |
| <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> | .....   | Level 1     | .....                | .....                  | <i>&lt;.....&gt;&lt;to be filled in by the concerned dept. depending on the criticality of</i> |
|                                                                                               | .....   | Level 2     | .....                | .....                  |                                                                                                |
|                                                                                               | .....   | Level ....n | .....                | .....                  |                                                                                                |
| <i>&lt;to be filled</i>                                                                       | .....   | Level 1     | .....                | .....                  |                                                                                                |

| Activities                                                                                     |         | Severity    | Response Time (mins) | Resolution Time (mins) | Measure-ment Crite-ria |
|------------------------------------------------------------------------------------------------|---------|-------------|----------------------|------------------------|------------------------|
| Operational Task                                                                               | Details |             |                      |                        |                        |
| <i>in by the con-<br/>cerned dept.<br/>depending on<br/>the criticality<br/>of service&gt;</i> | .....   | Level 2     | .....                | .....                  | <i>service&gt;</i>     |
|                                                                                                | .....   | Level.....n | .....                | .....                  |                        |

**ANNEXURE-D( Shall be framed by Bank based on RFP and as per requirement of the Bank)**

**APPLICATION DEVELOPMENT & MAINTENANCE METRIC**

| Impact Level | Description/Measure | Response Time                                                                                 | Resolution Time                                                                               |
|--------------|---------------------|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Level 1      | Low impact          | <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> | <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> |
| Level 2      | Medium impact       | <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> | <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> |
| .....        | .....               |                                                                                               |                                                                                               |
| Level.....   | Highest impact      | <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> | <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> |

| Urgency Level | Description/Measure             | Response time                                                                                 | Resolution time                                                                               |
|---------------|---------------------------------|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Level 1       |                                 | <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> | <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> |
| Level 2       |                                 | <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> | <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> |
| .....         |                                 |                                                                                               |                                                                                               |
| Level.....    | To be performed on top priority | <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> | <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> |

<Priorities are to be filled in by the concerned dept. depending on the criticality of service>

| IMPACT | Urgency Level |            |            |            |            |
|--------|---------------|------------|------------|------------|------------|
|        |               | Level 1    | Level 2    |            | Level n    |
|        | Level 1       | Priority A | Priority A |            | Priority C |
|        | Level 2       | Priority A | Priority B |            | Priority D |
|        | ....          |            | Priority J | Priority K | Priority L |
|        | Level.....    | Priority L | Priority M | Priority N | Priority O |

**ANNEXURE-E( Shall be framed by Bank based on RFP and as per requirement of the Bank)**

SERVICE DESK SUPPORT METRIC *<strike off if not applicable>*

| SL no. | Service level category                                                        | Service level object                                                                                                                                                 | Measurement range/criteria                                                                                         |
|--------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| 1.     | Call type<br>level 1, <i>&lt;strike off which ever in not applicable&gt;</i>  | <i>&lt;.....(requirement)/<br/>call escalated by sbi service desk<br/>to .....service provider's<br/>team&gt;&lt;strike off which ever in<br/>not applicable&gt;</i> | <i>&lt;.....&gt;&lt;to be filled in by<br/>the concerned dept. depending on the<br/>criticality of service&gt;</i> |
|        | Call type<br>level 12, <i>&lt;strike off which ever in not applicable&gt;</i> | <i>&lt;.....(requirement)/<br/>call escalated by sbi service desk<br/>to .....service provider's<br/>team&gt;&lt;strike off which ever in<br/>not applicable&gt;</i> | <i>&lt;.....&gt;&lt;to be filled in by<br/>the concerned dept. depending on the<br/>criticality of service&gt;</i> |

SERVICE LEVEL REPORTING/ FREQUENCY<sup>16</sup> *<strike off if not applicable>*

*<Describe the service level reporting frequency and methodology>*

| Report Name | Interval | Recipient | Responsible |
|-------------|----------|-----------|-------------|
|             |          |           |             |
|             |          |           |             |

---

<sup>16</sup>The purpose of this section is to document reports used to measure service levels. These reports must align with the service measurement and should support these measurements.

SERVICE REVIEW MEETING<sup>17</sup> <strike off if not applicable>

Service Review meeting shall be held annually/ half yearly. The following comprise of the Service Review Board:

- President,
- Members.....

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<sup>17</sup>The purpose of this section to describe the frequency of meeting and composition of service review board.

**ANNEXURE-F( Response / Resolution shall be framed by Bank based on RFP or as per requirements)**

ESCALATION MATRICS<sup>18</sup><strike off if not applicable>

| Service level Category                | Response/Resolution Time | Escalation thresholds           |                 |                 |                 |
|---------------------------------------|--------------------------|---------------------------------|-----------------|-----------------|-----------------|
|                                       |                          | Escalation Level 1              |                 | Escalation..... |                 |
|                                       |                          | Escalation to                   | Escalation Mode | Escalation to   | Escalation Mode |
| Production Support                    |                          | <Name, designation contact no.> |                 |                 |                 |
| Service Mile-stones                   |                          | <Name, designation contact no.> |                 |                 |                 |
| Infrastructure Management             |                          | <Name, designation contact no.> |                 |                 |                 |
| Application Development & Maintenance |                          | <Name, designation contact no.> |                 |                 |                 |
| Service Desk Support                  |                          | <Name, designation contact no.> |                 |                 |                 |

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<sup>18</sup> To ensure that the service beneficiary receives senior management attention on unresolved issues, the service provider operates a problem escalation procedure in order that any unresolved problems are notified to the service provider management personnel on a priority basis dependent upon the impact and urgency of the problem.

**ANNEXURE-G ( Shall be framed by Bank based on RFP)**

*<Undermentioned are proposed penalty metrics, they are required to be customized by the concerned dept.><strike off whichever is not applicable>*

**PENALTY FOR NON PERFORMANCE OF SLA**

| <b>Service level category</b>                                                               | <b>SLA Measure</b>                                                                | <b>Penalty Calculation</b>                        |
|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------|
| Application Up-time/Downtime/ RTO/RPO <i>&lt;strike off whichever is not applicable&gt;</i> | <i>&lt;delay in minutes / hours /days&gt;&lt; to be provided by the dept.&gt;</i> |                                                   |
| Delivery Schedule                                                                           | <i>&lt;Delay ( in working days)&gt;&lt; to be provided&gt;</i>                    |                                                   |
| Installation                                                                                | <i>&lt;delay in minutes / hours /days&gt;&lt; to be provided by the dept.&gt;</i> |                                                   |
| User Acceptance Testing                                                                     | <i>&lt;delay in minutes / hours /days&gt;&lt; to be provided by the dept.&gt;</i> |                                                   |
| Live in Production                                                                          | <i>&lt;delay in minutes / hours /days&gt;&lt; to be provided by the dept.&gt;</i> |                                                   |
| Periodical training                                                                         | <i>&lt;Delay ( in working days)&gt;&lt; to be provided&gt;</i>                    | <i>.....&lt;For each resource not trained&gt;</i> |
| Source Code                                                                                 | <i>&lt;Delay ( in working days)&gt;&lt; to be provided&gt;</i>                    |                                                   |
| Non-availability of staff                                                                   |                                                                                   |                                                   |
| Reports/                                                                                    |                                                                                   |                                                   |



PENALTY FOR EVERY ITEMS, Penalty at the rates given below:

| Category of defect | Service Area | Penalty |
|--------------------|--------------|---------|
| Minor              |              |         |
| Medium             |              |         |
| Major              |              |         |
| Critical           |              |         |

PENALTY FOR NON PERFORMANCE AT HELP DESK

| Service Area | SLA measurement                                                                                                   | Penalty % on billable amount for the specified activity |                                                              | Calculate penalty on                        |
|--------------|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|--------------------------------------------------------------|---------------------------------------------|
|              |                                                                                                                   | 0 %                                                     | 5% (for every 1% shortfall from the stipulated service level |                                             |
| Help Desk    | Time taken for resolution of calls<br>(99.9% of the calls should be resolved within the stipulated response time) | More than or equal to 99.9 % of service level           | Less than 99.9 % of service level                            | <i>&lt;to be provided by the dept.,&gt;</i> |

## **ANNEXURE – I : NON-DISCLOSURE AGREEMENT (As per RFP – Appendix 13)**

### **ANNEXURE – J - Transition Plan**

#### **1. Introduction**

1.1 This Annexure describes the duties and responsibilities of the SERVICE PROVIDER and the STATE BANK OF INDIA to ensure proper transition of services and to ensure complete knowledge transfer.

#### **2. Objectives**

2.1 The objectives of this annexure are to:

- (1) ensure a smooth transition of Services from the SERVICE PROVIDER to a New/Replacement SERVICE PROVIDER or back to the STATE BANK OF INDIA at the termination or expiry of this Agreement;
- (2) ensure that the responsibilities of both parties to this Agreement are clearly defined in the event of exit and transfer; and
- (3) ensure that all relevant Assets are transferred.
- (4) Reference of Source Code under this Transition Plan shall be understood as customized source code other than Base Product-binaries-out of box features.

#### **3. General**

3.1 Where the STATE BANK OF INDIA intends to continue equivalent or substantially similar services to the Services provided by the SERVICE PROVIDER after termination or expiry the Agreement, either by performing them itself or by means of a New/Replacement SERVICE PROVIDER, the SERVICE PROVIDER shall ensure the smooth transition to the Replacement SERVICE PROVIDER and shall co-operate with the STATE BANK OF INDIA or the Replacement SERVICE PROVIDER as required in order to fulfil the obligations under this annexure.....

3.2 The SERVICE PROVIDER shall co-operate fully with the STATE BANK OF INDIA and any potential Replacement SERVICE PROVIDERs tendering for any Services, including the transfer of responsibility for the provision of the Services previously performed by the SERVICE PROVIDER to be achieved with the minimum of disruption. In particular:

3.2.1 during any procurement process initiated by the STATE BANK OF INDIA and in anticipation of the expiry or termination of the Agreement and irrespective of the identity of any potential or actual Replacement SERVICE PROVIDER, the SERVICE PROVIDER shall comply with all reasonable requests by the STATE BANK OF INDIA to provide information relating to the operation of the Services, including but not limited to, hardware and software used, inter-working, coordinating with other application owners, access to and provision of all performance reports, agreed procedures, and any other relevant information (including the configurations set up for the STATE BANK OF INDIA and procedures used by the SERVICE PROVIDER for handling Data) reasonably necessary to achieve an effective transition, provided that:

3.2.1.1 the SERVICE PROVIDER shall not be obliged to provide any information concerning the costs of delivery of the Services or any part thereof or disclose the financial records of the SERVICE PROVIDER to any such party;

3.2.1.2 the SERVICE PROVIDER shall not be obliged to disclose any such information for use by an actual or potential Replacement SERVICE PROVIDER unless such a party shall have entered into a confidentiality agreement; and

3.2.1.3 whilst supplying information as contemplated in this paragraph 3.2.1 the SERVICE PROVIDER shall provide sufficient information to comply with the reasonable requests of the STATE BANK OF INDIA to enable an effective tendering process to take place but shall not be required to provide information or material which the SERVICE PROVIDER may not disclose as a matter of law.

3.3 In assisting the STATE BANK OF INDIA and/or the Replacement SERVICE PROVIDER to transfer the Services the following commercial approach shall apply:

- (1) where the SERVICE PROVIDER does not have to utilise resources in addition to those normally used to deliver the Services prior to termination or expiry, the SERVICE PROVIDER shall make no additional Charges. The STATE BANK OF INDIA may reasonably request that support and materials already in place to provide the Services may be redeployed onto work required to effect the transition provided always that where the STATE BANK OF INDIA agrees in advance that such redeployment will prevent the SERVICE PROVIDER from meeting any Service Levels, achieving any other key dates or from providing any specific deliverables to the STATE BANK OF INDIA, the STATE BANK OF INDIA shall not be entitled to claim any penalty or liquidated damages for the same.
- (2) where any support and materials necessary to undertake the transfer work or any costs incurred by the SERVICE PROVIDER are additional to those in place as part of the proper provision of the Services the STATE BANK OF INDIA shall pay the SERVICE PROVIDER for staff time agreed in advance at the rates agreed between the parties and for materials and other costs at a reasonable price which shall be agreed with the STATE BANK OF INDIA in as described in .....

3.4 If so required by the STATE BANK OF INDIA, on the provision of no less than ..... month's notice in writing, the SERVICE PROVIDER shall continue to provide the Services or an agreed part of the Services for a period not less than .....month and not exceeding ..... months beyond the date of termination or expiry of the Agreement. In such event the STATE BANK OF INDIA shall reimburse the SERVICE PROVIDER for such elements of the Services as are provided beyond the date of termination or expiry date of the Agreement on the basis that:

- (1) materials and other costs will be charged at a reasonable price which shall be agreed between the Parties; and/or
- (2) any other fees agreed between the Parties at the time of termination or expiry.

3.5 The SERVICE PROVIDER shall provide to the STATE BANK OF INDIA an analysis of the Services to the extent reasonably necessary to enable the STATE BANK OF INDIA to plan migration of such workload to a Replacement SER-

VICE PROVIDER provided always that this analysis involves providing performance data already delivered to the STATE BANK OF INDIA as part of the performance monitoring regime.

3.6 The SERVICE PROVIDER shall provide such information as the STATE BANK OF INDIA reasonably considers to be necessary for the actual Replacement SERVICE PROVIDER, or any potential Replacement SERVICE PROVIDER during any procurement process, to define the tasks which would need to be undertaken in order to ensure the smooth transition of all or any part of the Services.

3.7 the SERVICE PROVIDER shall make available such Key Personnel who have been involved in the provision of the Services as the Parties may agree to assist the STATE BANK OF INDIA or a Replacement SERVICE PROVIDER (as appropriate) in the continued support of the Services beyond the expiry or termination of the Agreement, in which event the STATE BANK OF INDIA shall pay for the services of such Key Personnel on a time and materials basis at the rates agreed between the parties.

3.8 The SERVICE PROVIDER shall co-operate with the STATE BANK OF INDIA during the handover to a Replacement SERVICE PROVIDER and such co-operation shall extend to, but shall not be limited to, inter-working, co-ordinating and access to and provision of all operational and performance documents, reports, summaries produced by the SERVICE PROVIDER for the STATE BANK OF INDIA, including the configurations set up for the STATE BANK OF INDIA and any and all information to be provided by the SERVICE PROVIDER to the STATE BANK OF INDIA under any other term of this Agreement necessary to achieve an effective transition without disruption to routine operational requirements.

#### **4. Replacement SERVICE PROVIDER**

4.1 In the event that the Services are to be transferred to a Replacement SERVICE PROVIDER, the STATE BANK OF INDIA will use reasonable endeavours to ensure that the Replacement SERVICE PROVIDER co-operates with the SERVICE PROVIDER during the handover of the Services.

#### **5. Subcontractors**

5.1 The SERVICE PROVIDER agrees to provide the STATE BANK OF INDIA with details of the Subcontracts used in the provision of the Services. The SERVICE PROVIDER will not restrain or hinder its Subcontractors from entering into agreements with other prospective service providers for the delivery of supplies or services to the Replacement SERVICE PROVIDER.

## **6. Transfer of Configuration Management Database**

6.1 ..... months prior to expiry or within ..... week's notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA a full, accurate and up to date cut of content from the Configuration Management Database (or equivalent) used to store details of Configurable Items and Configuration Management data for all products used to support delivery of the Services.

## **7. Transfer of Assets**

7.1 .....months prior to expiry or within..... week of notice of termination of the Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA the Asset Register comprising:

- (1) a list of all Assets eligible for transfer to the STATE BANK OF INDIA; and
- (2) a list identifying all other Assets, (including human resources, skillset requirement and know-how), that are ineligible for transfer but which are essential to the delivery of the Services. The purpose of each component and the reason for ineligibility for transfer shall be included in the list.

7.2 Within .....month of receiving the Asset Register as described above, the STATE BANK OF INDIA shall notify the SERVICE PROVIDER of the Assets it requires to be transferred, (the "Required Assets"), and the STATE BANK OF INDIA and the SERVICE PROVIDER shall provide for the approval of the STATE BANK OF INDIA a draft plan for the Asset transfer.

7.3 In the event that the Required Assets are not located on STATE BANK OF INDIA premises:

- (1) the SERVICE PROVIDER shall be responsible for the dismantling and packing of the Required Assets and to ensure their availability for collec-

tion by the STATE BANK OF INDIA or its authorised representative by the date agreed for this;

- (2) any charges levied by the SERVICE PROVIDER for the Required Assets not owned by the STATE BANK OF INDIA shall be fair and reasonable in relation to the condition of the Assets and the then fair market value; and
- (3) for the avoidance of doubt, the STATE BANK OF INDIA will not be responsible for the Assets.

7.4 The SERVICE PROVIDER warrants that the Required Assets and any components thereof transferred to the STATE BANK OF INDIA or Replacement SERVICE PROVIDER benefit from any remaining manufacturer's warranty relating to the Required Assets at that time, always provided such warranties are transferable to a third party.

## **8. Transfer of Software Licenses**

8.1 ..... months prior to expiry or within ..... week's notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA all licences for Software used in the provision of Services which were purchased by the STATE BANK OF INDIA.

8.2 On notice of termination of this Agreement the SERVICE PROVIDER shall, within ..... week of such notice, deliver to the STATE BANK OF INDIA details of all licences for SERVICE PROVIDER Software and SERVICE PROVIDER Third Party Software used in the provision of the Services, including the terms of the software license agreements. For the avoidance of doubt, the STATE BANK OF INDIA shall be responsible for any costs incurred in the transfer of licences from the SERVICE PROVIDER to the STATE BANK OF INDIA or to a Replacement SERVICE PROVIDER provided such costs shall be agreed in advance. Where transfer is not possible or not economically viable the Parties will discuss alternative licensing arrangements.

8.3 Within ..... month of receiving the software licence information as described above, the STATE BANK OF INDIA shall notify the SERVICE PROVIDER of the licences it wishes to be transferred, and the SERVICE PROVIDER shall provide for the approval of the STATE BANK OF INDIA a draft plan for licence transfer, covering novation of agreements with relevant software providers, as re-

quired. Where novation is not possible or not economically viable the Parties will discuss alternative licensing arrangements.

## **9. Transfer of Software**

9.1 Wherein State Bank of India is the owner of the software, ..... months prior to expiry or within ..... weeks' notice of termination of this Agreement the SERVICE PROVIDER shall deliver, or otherwise certify in writing that it has delivered, to the STATE BANK OF INDIA a full, accurate and up to date version of the Software including up to date versions and latest releases of, but not limited to:

- (a) Application and associated documentation;
- (b) application architecture documentation and diagrams;
- (c) release documentation for functional, technical and interface specifications;
- (d) a plan with allocated resources to handover application customization and design to new development and test teams (this should include architectural design);
- (e) supporting documentation for testing framework tool and performance tool;
- (f) test director database;
- (g) test results for the latest full runs of the testing framework tool and performance tool on each environment; and

## **10. Transfer of Documentation**

10.1 ..... months prior to expiry or within ..... weeks' notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA a full, accurate and up-to date set of Documentation that relates to any element of the Services as defined in .....Annexure.....

## **11. Transfer of Service Management Process**

11.1 ..... months prior to expiry or within ..... weeks' notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA:



- (a) a plan for the handover and continuous delivery of the Service Desk function and allocate the required resources;
- (b) full and up to date, both historical and outstanding Service Desk ticket data including, but not limited to:
  - (1) Incidents;
  - (2) Problems;
  - (3) Service Requests;
  - (4) Changes;
  - (5) Service Level reporting data;
- (c) a list and topology of all tools and products associated with the provision of the Softwares and the Services;
- (d) full content of software builds and server configuration details for software deployment and management; and
- (e) monitoring software tools and configuration.

## **12. Transfer of Knowledge Base**

12.1 ..... months prior to expiry or within ..... weeks notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA a full, accurate and up to date cut of content from the knowledge base (or equivalent) used to troubleshoot issues arising with the Services but shall not be required to provide information or material which the SERVICE PROVIDER may not disclose as a matter of law.

## **13. Transfer of Service Structure**

13.1 ..... months prior to expiry or within ..... week's notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA a full, accurate and up to date version of the following, as a minimum:

- (a) archive of records including:
  - (1) Questionnaire Packs;
  - (2) project plans and sign off;
  - (3) Acceptance Criteria; and
  - (4) Post Implementation Reviews.

- (b) programme plan of all work in progress currently accepted and those in progress;
- (c) latest version of documentation set;
- (d) Source Code (if appropriate) and all documentation to support the services build tool with any documentation for 'workarounds' that have taken place;
- (e) Source Code, application architecture documentation/diagram and other documentation;
- (f) Source Code, application architecture documentation/diagram and other documentation for Helpdesk; and
- (g) project plan and resource required to hand Service Structure capability over to the new team.

#### **14. Transfer of Data**

14.1 In the event of expiry or termination of this Agreement the SERVICE PROVIDER shall cease to use the STATE BANK OF INDIA Data and, at the request of the STATE BANK OF INDIA, shall destroy all such copies of the STATE BANK OF INDIA Data then in its possession to the extent specified by the STATE BANK OF INDIA.

14.2 Except where, pursuant to paragraph 14.1 above, the STATE BANK OF INDIA has instructed the SERVICE PROVIDER to destroy such STATE BANK OF INDIA Data as is held and controlled by the SERVICE PROVIDER, ..... months prior to expiry or within ..... month of termination of this Agreement, the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA:

- (1) An inventory of the STATE BANK OF INDIA Data held and controlled by the SERVICE PROVIDER, plus any other data required to support the Services; and/or
- (2) a draft plan for the transfer of the STATE BANK OF INDIA Data held and controlled by the SERVICE PROVIDER and any other available data to be transferred.

#### **15. Training Services on Transfer**

15.1 The SERVICE PROVIDER shall comply with the STATE BANK OF INDIA's reasonable request to assist in the identification and specification of any training requirements following expiry or termination. The purpose of such training shall

be to enable the STATE BANK OF INDIA or a Replacement SERVICE PROVIDER to adopt, integrate and utilize the Data and Assets transferred and to deliver an equivalent service to that previously provided by the SERVICE PROVIDER.

15.2 The provision of any training services and/or deliverables and the charges for such services and/or deliverables shall be agreed between the parties.

15.3 Subject to paragraph 15.2 above, the SERVICE PROVIDER shall produce for the STATE BANK OF INDIA's consideration and approval ..... months prior to expiry or within ..... Working Days of issue of notice of termination:

- (1) A training strategy, which details the required courses and their objectives;
- (2) Training materials (including assessment criteria); and
- (3) a training plan of the required training events.

15.4 Subject to paragraph 15.2 above, the SERVICE PROVIDER shall schedule all necessary resources to fulfil the training plan, and deliver the training as agreed with the STATE BANK OF INDIA.

15.5 SERVICE PROVIDER shall provide training courses on operation of licensed /open source software product at STATE BANK OF INDIA's .....Premises, at such times, during business hours as STATE BANK OF INDIA may reasonably request. Each training course will last for .....hours. STATE BANK OF INDIA may enroll up to ..... of its staff or ..... employees of the new/replacement service provider in any training course, and the SERVICE PROVIDER shall provide a hard copy of the Product (licensed or open sourced) standard training manual for each enrollee. Each training course will be taught by a technical expert with no fewer than ..... Years of experience in operating ..... software system. SERVICE PROVIDER shall provide the ..... training without any additional charges.

## **16. Transfer Support Activities**

16.1 ..... months prior to expiry or within .....Working Days of issue of notice of termination, the SERVICE PROVIDER shall assist the STATE BANK OF INDIA or Replacement SERVICE PROVIDER to develop a viable exit transition plan which shall contain details of the tasks and responsibilities required to

enable the transition from the Services provided under this Agreement to the Replacement SERVICE PROVIDER or the STATE BANK OF INDIA, as the case may be.

16.2 The exit transition plan shall be in a format to be agreed with the STATE BANK OF INDIA and shall include, but not be limited to:

- (1) a timetable of events;
- (2) resources;
- (3) assumptions;
- (4) activities;
- (5) responsibilities; and
- (6) risks.

16.3 The SERVICE PROVIDER shall supply to the STATE BANK OF INDIA or a Replacement SERVICE PROVIDER specific materials including but not limited to:

- (a) Change Request log;
- (b) entire back-up history; and
- (c) dump of database contents including the Asset Register, problem management system and operating procedures. For the avoidance of doubt this shall not include proprietary software tools of the SERVICE PROVIDER which are used for project management purposes generally within the SERVICE PROVIDER's business.

16.4 The SERVICE PROVIDER shall supply to the STATE BANK OF INDIA or a Replacement SERVICE PROVIDER proposals for the retention of Key Personnel for the duration of the transition period.

16.5 On the date of expiry the SERVICE PROVIDER shall provide to the STATE BANK OF INDIA refreshed versions of the materials required under paragraph 16.3 above which shall reflect the position as at the date of expiry.

16.6 The SERVICE PROVIDER shall provide to the STATE BANK OF INDIA or to any Replacement SERVICE PROVIDER within .....Working Days of expiry or termination a full and complete copy of the Incident log book and all associated documentation recorded by the SERVICE PROVIDER during the ..... months prior to the date of expiry or termination.

16.7 The SERVICE PROVIDER shall provide for the approval of the STATE BANK OF INDIA a draft plan to transfer or complete work-in-progress at the date of expiry or termination.

## **17. Use of STATE BANK OF INDIA Premises**

17.1 Prior to expiry or on notice of termination of this Agreement, the SERVICE PROVIDER shall provide for the approval of the STATE BANK OF INDIA a draft plan specifying the necessary steps to be taken by both the SERVICE PROVIDER and the STATE BANK OF INDIA to ensure that the STATE BANK OF INDIA's Premises are vacated by the SERVICE PROVIDER.

17.2 Unless otherwise agreed, the SERVICE PROVIDER shall be responsible for all costs associated with the SERVICE PROVIDER's vacation of the STATE BANK OF INDIA's Premises, removal of equipment and furnishings, redeployment of SERVICE PROVIDER Personnel, termination of arrangements with Subcontractors and service contractors and restoration of the STATE BANK OF INDIA Premises to their original condition (subject to a reasonable allowance for wear and tear).

IN WITNESS WHEREOF, the parties hereto have caused this annexure to be executed by their duly authorized representatives as of .....day of .....

**State Bank of India**

**Service Provider**

**By:**

**By:**

**Name:**

**Name:**

**Designation:**

**Designation:**

**Date:**

**Date:**

WITNESS:

1.

1.

2.

2.

**NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at Mumbai between:

\_\_\_\_\_ constituted under the \_\_\_\_\_ Act,  
\_\_\_\_\_ having its Corporate Centre at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as "Bank"  
which expression includes its successors and assigns) of the ONE PART;

And

\_\_\_\_\_ (hereinafter referred to as  
"\_\_\_\_\_ " which expression shall unless repugnant to the subject or context  
thereof, shall mean and include its successors and permitted assigns) of the  
OTHER PART;

And Whereas

1. \_\_\_\_\_ is carrying on business of  
providing \_\_\_\_\_, has agreed to  
\_\_\_\_\_ for the Bank and other related tasks.
2. For purposes of advancing their business relationship, the parties would need  
to disclose certain valuable confidential information to each other. Therefore, in  
consideration of covenants and agreements contained herein for the mutual  
disclosure of confidential information to each other, and intending to be legally  
bound, the parties agree to terms and conditions as set out hereunder.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER**

1. **Confidential Information and Confidential Materials:**

- (a) "Confidential Information" means non-public information that Disclosing Party  
designates as being confidential or which, under the circumstances surrounding  
disclosure ought to be treated as confidential. "Confidential Information"  
includes, without limitation, information relating to installed or purchased  
Disclosing Party software or hardware products, the information relating to

general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.
- (c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

## 2. **Restrictions**

- (a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider shall appoint any Sub-Contractor then the Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause.
- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:



- (1) the statutory auditors of the Bank and
- (2) regulatory authorities regulating the affairs of the Bank and inspectors and supervisory bodies thereof
- (c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- (d) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

### 3. **Rights and Remedies**

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (**including but not limited to as listed below**), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
  - a. Suspension of access privileges
  - b. Change of personnel assigned to the job
  - c. Termination of contract
- (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

### 4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party,

Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.

- (b) Any document provided under this Agreement is provided with RESTRICTED RIGHTS.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) All obligations created by this Agreement shall survive for a period of 5 (five) years post change or termination of the parties 'business relationship provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties, financial / account records or employee(s) records shall survive perpetual.

5. **Suggestions and Feedback**

- (a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019 at \_\_\_\_\_  
(month) (place)

For and on behalf of \_\_\_\_\_

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |

For and on behalf of \_\_\_\_\_

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |

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**PRE CONTRACT INTEGRITY PACT**  
***(TO BE STAMPED AS AN AGREEMENT)***

**General**

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made

on \_\_\_\_\_ day of the month of \_\_\_\_\_ 201 , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its -----Department / \_\_\_\_\_ Office \_\_\_\_\_ at \_\_\_\_\_,-----, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s \_\_\_\_\_ represented by

Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Office / Department of State Bank of India performing its functions on behalf of State Bank of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :

- Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

## **1. Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

## **2. Commitments of BIDDERS**

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.
- 2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.
- 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its

functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on 'to' others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.



2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **3. Previous Transgression**

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **4. Earnest Money (Security Deposit)**

- 4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from a nationalized Bank including SBI or its Subsidiary Banks. However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any nationalized Bank other than SBI or its Subsidiary Banks and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.
- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty

period, whichever is later.

- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **5. Sanctions for Violations**

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
  - (x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **6 Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar

product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **7. Independent Monitors**

- 7.1 The BUYER has appointed Independent Monitor (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

Shri Johny Joseph,  
701/702, Callalily-Y, Nagar Amrit Shakti,  
Chandivali, Andheri (East) Mumbai:400 072  
[johnyjoseph49@gmail.com](mailto:johnyjoseph49@gmail.com)

ii) Shri K. Chandrahas,  
G-1, Reliance Homes,  
8-2-547/R, Road No. 7,  
Banjara Hills,  
Hyderabad – 500034  
[kchandrahas@yahoo.com](mailto:kchandrahas@yahoo.com)

- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while

representing the matters to Independent External Monitors and he/she will await their decision in the matter.

- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### **8. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### **9. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and

jurisdiction is the seat of the BUYER.

#### 10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### 11. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the BUYER.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at \_\_\_ on \_\_\_\_\_

For BUYER

For BIDDER

Name of the Officer.

Chief Executive Officer

Designation

Office / Department / Branch

State Bank of India.

Witness

Witness

1

1.

2

2.

\* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

**Note: This agreement will require stamp duty as applicable in the State where it is executed.**

**Appendix-16**

**Undertaking of Authenticity**

To:

(Name and address of Procuring Office)

**Sub: Undertaking of Authenticity for Hardware & Software Supplies**

**Ref: RFP No. SBI:xx:xx dated dd/mm/yyyy**

With reference to the equipment being quoted to you vide our Quotation No: \_\_\_\_\_ dated \_\_\_\_\_, we hereby confirm that all the components /parts /assembly / software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective OEMs of the equipments and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used. We also undertake to produce certificate from the Original Equipment Manufacturers (if required by you) in support of the above statement at the time of delivery / installation

2. We also confirm that in respect of licensed operating systems and other software utilities to be supplied, the same will be procured from authorized sources and supplied with Authorized License Certificate (i.e. Product keys on Certification of Authenticity in case of Microsoft Windows Operating System)

3. In case of default and the Bank finds that the above conditions are not complied with, we agree to take back the equipment supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

4. In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware / Software already billed, we agree to take back the equipments without demur, if already supplied and return the money if any paid to us by you in this regard.

5. We also take full responsibility of both parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Dated this ..... day of ..... 201

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(In the capacity of)

Duly authorised to sign Bid for and on behalf of  
\_\_\_\_\_

**MANUFACTURERS' AUTHORIZATION FORM**

No.

Date:

To:

Dear Sir:

**Ref: RFP No. xxxx dated xxxx**

We, who are established and reputable manufacturers / producers of endpoints (ATMs/CDs/CDMs/ADWMs/Cash Recyclers) having factories / development facilities at *(address of factory / facility)* do hereby authorise M/s \_\_\_\_\_ *(Name and address of Agent)* to submit a Bid, and sign the contract with you against the above Bid Invitation.

2. We hereby extend our full warranty for the Equipment, Software Solution and Services offered by the above firm against this Bid Invitation.

3. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the equipments and software solution manufactured or distributed by the Vendor:

- (a) Such equipments as the Bank may opt to purchase from the Vendor, provided, that this option shall not relieve the Vendor of any warranty obligations under the Contract; and
- (b) in the event of termination of production of such equipments:
  - (i) advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Bank, operations manuals, standards, and specifications of the equipments, if requested.

4. We duly authorise the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

5. We hereby extend our full comprehensive guarantee, warranty, annual maintenance as per the terms and conditions of this RFP and the agreement / contract, in case M/s. \_\_\_\_\_ (Our Authorized representative) emerge as the / one of the successful bidders, for the goods and services offered for supply of our authorized representative against RFP. We also undertake that in the event of our authorized representative in India failing to perform its obligations under the Agreement/Contract for supply, installation and maintenance of endpoints and associated services for any reason whatsoever, we shall perform all the pending obligations as if the Agreement/Contract were between Bank and us.



Yours faithfully,

Countersigned :

(Bidder)

(Name of Manufacturer / Producer)

*Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it, duly countersigned.*

**Certificate of Local Content**

Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.

Date:

To

The Deputy General Manager (ATM-I&S),  
State Bank of India,  
Anytime Channels Dept.,  
9<sup>th</sup> Floor, Air India Building,  
Nariman Point, Mumbai – 400 021.

Dear Sir,

**Ref. : RFP No. : xxxx Dated : xxxx**

This is to certify that proposed \_\_\_\_\_ model of \_\_\_\_\_ make ADWMs with native application is having the local content of \_\_\_\_\_ % as defined in para 17.7 of Appendix I of captioned RFP and amendment thereto.

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated May 28, 2018.

**Signature of Statutory Auditor/  
Cost Auditor**  
Registration Number:  
Seal

**Counter-signed :**

**Bidder**

**OEM**