



Ref: SBI/AC/2019-20/006 dated: 07/02/2020

**REQUEST FOR PROPOSAL
FOR INSTALLATION OF 10,000 ATMs UNDER TOTAL OUTSOURCED MODEL
(TOM) PHASE XIV (YR. 2020)
with Corrigendum-3 dated 7th Aug. 2020**

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

Henceforth, all prospective bidders are requested to refer to e-tender site <https://sbi.abcpocure.com> for all subsequent amendments to this RFP from time to time.

Schedule of Events

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	DGM ATM (I&R), State Bank of India, Anytime Channels Dept., 9th Floor, Air India Building, Nariman Point Mumbai – 400 021. Mobile No. 8146511620 Email :dgm.atmins@sbi.co.in
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website https://www.sbi.co.in procurement news from 17.03.2020 to 15.04.2020 17.03.2020 to 18.06.2020 17.03.2020 to 18.08.2020
3	Last date for requesting clarification	20.03.2020; 15.00 Hrs. (time)
4	Pre - bid Meeting at (venue)	On 30.03.2020 from 15.00 Hrs. (time) to 17.00 Hrs. (time) On 29.05.2020 from 13.00 Hrs. (time) to 15.00 Hrs. (time) at State Bank of India, Anytime Channels Dept., 9th Floor, Air India Building, Nariman Point Mumbai via WEBEX
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank. (queries submitted earlier i.e. upto 14.02.2020 are considered and will be responded by the Bank. Hence only additional queries, if any, needs to be submitted by the Bidder.)	On 04.04.2020 On 05.06.2020
6	Start date and Last date and time for Bid submission	Start date : 17.03.2020 ; 11.00 Hrs. Last date : 15.04.2020 ; 15.00 Hrs. Start date: 07.08.2020 ; 11.00 Hrs. Last date : 18.08.2020 ; 15.00 Hrs.
7	Date and Time of opening of Technical Bids	15:30 (time) on __15.04.2020 (date) 15:30 (time) on __18.08.2020 (date)
8	Evaluation of Technical Bid	20.04.2020 25.08.2020
9	Opening of Indicative Price Bids	Indicative Price Bid of technically qualified bidders only will be opened on 24.04.2020

		on 29.08.2020	
10	Reverse Auction	Will be communicated to such Bidders who qualify in the Technical Bid.	
11	Tender Fee	Rs 25000/- Amount should be deposited online through https://sbi.abcprocure.com against this RFP before submission of bid. Tender fee will be non-refundable.	
12	Earnest Money Deposit	<p>The EMD for an amount of Rs.2.00 crores in the form of Bank Guarantee (valid for 180 days from the date of bid opening date), to be submitted physically to:</p> <p>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 18/03/2020 15.00 hours subscribed “EMD for RFP No.: SBI/AC/2019-20/006 dated: 07/02/2020” and subsequent amendments thereto. “</p> <p>Bank Guarantee [on the lines of EMD Format], issued by Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai.</p> <p>Bidder should deposit EMD and Tender Fee separately.</p>	
13	Performance Bank Guarantee	5% of TCO for the entire period of the contract.	Bank Guarantee [on the lines of Appendix-H], issued by Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai.
14	Contact details of agency appointed for conducting Reverse Auction	Please visit https://sbi.abcprocure.com	

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1. INVITATION TO BID:

- i. State Bank of India (herein after referred to as 'SBI/the Bank'), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures 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 on behalf of SBG for installation of 10,000 ATMs under Total Outsourced Model with the scope for upto 20% additional machines (2000) if required, at the sole discretion of the Bank.
- ii. In order to meet the service requirements, the Bank proposes to invite Bids from eligible Bidders as per details/scope of work mentioned in **Appendix-E** of this RFP.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iv. Address for submission of Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the **Services** desired in this RFP.
- vi. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire RFP before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed **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 **Services** adhering to Bank's requirements outlined in this RFP.

2. DISCLAIMER:

- i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBI, is subject to the terms and conditions set out in this RFP.
- ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.
- iii. 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.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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.
- v. 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.
- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

3. DEFINITIONS:

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

- 3.1. **“Bank / 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 Managed and Support services provider 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(s) 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. **“Solution Provider”** means the Vendor Selected by the Bank for implementation of Multi-Vendor Software Solution and Endpoint Protection Solution.
- 3.8. **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.
- 3.9. **“The Equipment / Endpoint / Machine / Product/ Cash Dispenser/ ATM”** means all the hardware, it’s all components, peripheral apparatus, associated software/ firmware/ operating software, Software Agent(s).“
- 3.10. **“VIP Endpoints”** are those endpoints which have been installed at Prime/ VIP 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 from time to time.

- 3.11. **"Regular Endpoints"** are all the other endpoints not included in the VIP category.
- 3.12. **"OEM Native Application"** means an application provided by Endpoint Provider to run the Endpoint (ATMs / CDs etc.) (excluding OS, Firmware, Middleware, Device drivers, CEN XFS, Terminal Diagnostic Tools/Utilities etc), following NDC or DDC message emulation protocol.
- 3.13. **"Support Services"** means those services ancillaries to the Endpoint, maintenance, central helpdesk & management center, its support, troubleshooting and other such obligations.
- 3.14. **"The Project"** means takeover, handover and commissioning of Endpoints for Services for the contract period.
- 3.15. **"The Project Site"** means locations where services as desired in this RFP document are to be provided.
- 3.16. **"RFP" means** The request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.
- 3.17. **"ATS"** means Annual Technical Support Services required especially at endpoint level to keep the endpoint up and running smoothly and without interruption.
- 3.18. **"Annual Maintenance Contract (AMC)"** - It would be the annual cost of maintenance/upkeep/updation of product or specified hardware and software.
- 3.19. **"TOM"** – Total Outsourced Model i.e. END to END solution for site identification, deployment, installation of Cash Dispensers and its Managed Services and other services (like E-surv. etc.) with per transaction cost to the Bank as per this RFP.
- 3.20. **Financial Transaction"** means any transaction logged in the switch resulting in cash withdrawal.
- 3.21. **"Non-Financial transaction"** means any transaction logged in the switch including balance enquiry/mini-statement/pin-change/remittances and other Value added services transaction/insufficient funds transaction/wrong pin transaction/declined transaction by the switch and are considered as payable to the Vendor.
- 3.22. ~~**"Successful transactions"** means cash transactions logged in the Switch including but not limited to withdrawals, balance enquiries, mini statements, PIN changes, Value added services transactions, insufficient fund transactions and wrong PIN transactions.~~

~~System Generated Transactions like auto reversal postings, 'Not on us' transaction postings to the ATM's BGL a/c, profile requests and Money Drawer messages etc will not be treated as 'Successful transactions' for the purpose of payment of invoices.~~

~~3.22 "Successful transactions" means transactions logged in the Switch including but not limited to withdrawals, balance enquiries, mini statements, PIN changes, Value-added services transactions, insufficient fund transactions and wrong PIN transactions. System Generated Transactions like auto reversal postings, 'Not on us' transaction postings to the ATM's BGL a/c, profile requests and Money Drawer messages etc will not be treated as 'Successful transactions' for the purpose of payment of invoices.~~

“Successful Transactions means following successful transactions which are logged into the Switch are only eligible for the payment of invoices:

Financial:

a. Cash Withdrawals

Non-Financial:

- b. Balance enquiries
- c. Mini Statements
- d. PIN Changes
- e. Value-added services transactions
- f. Insufficient Fund Transactions.
- g. Wrong PIN Transactions
- h. Declined transaction.

All other transactions either System generated (like auto reversal postings, 'Not-on-us' transaction postings to the ATM's BGL a/c, profile requests and Money-Drawer messages etc.) or otherwise will not be admissible for the payment of invoices.

4. SCOPE OF WORK:

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

New Clause on 'VPN' added in RFP

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

The Bank may, at its sole discretion, provide remote access to its information technology system to Vendor through secured Virtual Private Network (VPN) in order to facilitate the performance of Services. Such remote access to the Bank's information technology system shall be subject to the following:

- i. Vendor shall ensure that the remote access to the Bank's VPN is performed through a laptop/desktop ("Device") specially allotted for that purpose by the Vendor and not through any other private or public Device.
- ii. Vendor shall ensure that only its authorized employees/ representatives access the Device.
- iii. Vendor shall be required to get the Device hardened/configured as per the Bank's prevailing standards and policy.
- iv. Vendor and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank's prescribed format before such remote access is provided by the Bank.
- v. Vendor shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Vendor should ensure that the laptop/desktop ("Device") which has access to Bank's VPN, SHOULD NOT be connected through any open-source / unsecured / public wi-fi connectivity. Vendor shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.
- vi. Vendor shall be responsible for protecting its network and subnetworks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code and other threats in order to ensure the Bank's information technology system is not compromised in the course of using remote access facility.

5. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B & Appendix-C** of this document. Bidder can submit only one bid. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- ii. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed in **Appendix-N** duly signed by the Bidder on each page and witnessed by two persons. The **Pre-Contract Integrity Pact** 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 the RFP, shall not be considered.

6. COST OF BID DOCUMENT:

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:

- i. Bidder requiring any clarification of the bidding document may notify through On-line e-tender Portal strictly as per the format given in **Appendix-L** within the date/time mentioned in the schedule of events.
- ii. 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.
- iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- iv. The Bank 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 RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. 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. The Bank, 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. 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.
- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded/acted upon.

8. CONTENTS OF BID DOCUMENT:

- i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

9. EARNEST MONEY DEPOSIT (EMD):

- i. The Bidder shall furnish EMD for the amount mentioned in Schedule of Events of this RFP.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD should be in form of Bank Guarantee (as prescribed in **EMD FORMAT**) issued in favour of State Bank of India by any scheduled commercial bank in India.
- iv. Any Bid not accompanied by EMD for the specified amount as mentioned in this RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidder(s) would be refunded by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **EMD FORMAT**.
- vii. No interest is payable on EMD.
- viii. 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 technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or
 - c) 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
 - d) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.
- ix. 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:

i. 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 initialled 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 Schedule of event and should have name and address of the Bidder.

DOCUMENTS TO BE SUBMITTED OFFLINE:

ii. The envelope is to be prominently marked as '**Technical Proposal for providing of _____ in response to the RFP No. _____ dated _____**'. This envelope should contain following documents and properly sealed:

- (a) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
- (b) Proof of remittance of Tender Fee as specified in this document.
- (c) EMD is submitted in the form of BG, original BG should be enclosed.
- (d) Pre Integrity Pact.

11. DEADLINE FOR SUBMISSION OF BIDS:

11.1. Bids must be received at the portal and by the date and time mentioned in the Schedule of event.

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:

- i. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- ii. 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 in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.
- iii. Withdrawn Bids, if any, will be returned unopened to the Bidders.

13. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA):

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.

- ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 6 calendar months from the date of conclusion of RA.
- iii. 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 or price will not entitle the Bidder to revise/modify the Bid document.
- ~~iv. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period 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.~~

iv Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period 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. However, the bank will provide an increase in Transaction Rates under Appendix- F of the RFP. The increase would be indexed to Consumer Price Index (CPI) for Industrial Workers (All India General Index; Base 2001=100) basis which the annual increase in per transaction rate would be approved by the Corporate Centre of the Bank every year on 1st May on the basis of latest available CPI(IW) index and advised to all the Circles / Selected Vendors. There would be a 2.50% cap on the annual increase in payment of per transaction. Increment in payment would be directly correlated to the increase in the Index over 12 months period. For eg., If the index value on 01.05.2020 is 120 which increases to 123 in 01.05.2021 thereby representing a 2.5% increase, transaction payment for the year would increase proportionately. However if the index value increases beyond 2.50%, the increase in payment would be capped at 2.50%.

14. BID INTEGRITY:

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 the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

15. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

- i. 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 Schedule of event.

- ii. In the first stage, only technical Bid will be opened and evaluated. Bids 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 indicative price Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD and Tender Fee 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.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Service proposed to be offered by them.
- vii. 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:

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

clarification at the initiative of the Bidder shall be entertained after bid submission date.

17. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

- i. The envelope containing the indicative price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. 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.
- iii. 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.
- iv. The Bidder will be selected as L1 on the basis of net total of the price evaluation as quoted in the Reverse Auction.
- v. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Appendix-F** within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action.
- vi. Errors, if any, in the price breakup format will be rectified as under:
 - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
 - (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
 - (c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
 - (d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding

process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

18. CONTACTING THE BANK:

- i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of indicative price Bid to the time, the Contract is awarded.
- ii. 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 Bid.

19. AWARD CRITERIA AND AWARD OF CONTRACT:

- i. Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)

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 29, 2019. 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. Verification of local content - For same, Bidder to upload a certificate as per Appendix- G 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.

(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) 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.

(g) In case all local suppliers available for the captioned RFP; the allocation shall be done as under: Allocation between L1, L2, and L3 will be in the ratio of 50:30:20 respectively based on the Total Cost of Ownership quoted in the Reverse Auction, provided L2, L3 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 L1 fails, L2 will be offered to be L1 and L3 to be L2 and another vendor will be called for L3. If L1, L2 both fail, L3 will be offered L1 and so on. In the event L2/L3 and so on, are not willing to take, entire procurements will be awarded to L1.

The local supplier at the time of submission of bid shall be required to provide a certificate as per **Appendix-G** 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.

ii. Total cost of Services along with cost of all items specified in **Appendix-F** would be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted by the Bidder(s) in indicative price bid and reverse auction.

iii. Bank will notify successful Bidder in writing by way of issuance of purchase order through letter or fax/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.

iv. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the

amount and validity as desired in this RFP and strictly on the lines of format given in appendix of this RFP together with acceptance of all terms and conditions of RFP.

- v. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- vi. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.
- vii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.
- viii. 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.
- ix. 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 BG.
- x. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.
- xi. Bank will follow the guidelines on the Office Memorandum issued by Ministry of Finance on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

The bidders to provide the declaration as per enclosed **Appendix-P**.

20. POWERS TO VARY OR OMIT WORK:

- i. 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 involves 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.

- ii. 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.
- iii. 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.

21. WAIVER OF RIGHTS:

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

22. CONTRACT AMENDMENT:

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

23. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

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 as specified in Award Criteria and

Award of Contract, 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.

24. BANK GUARANTEE:

- i. Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at **Appendix-H** is to be submitted by the finally selected Bidder (s). The BG 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.

- ii. The Bank Guarantee is required to protect interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this RFP; or breach of any terms and conditions of the RFP, which may warrant invoking of Bank Guarantee.

25. SERVICES:

- i. Service Provider should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.

- ii. Service Provider shall provide and implement patches/ upgrades/ updates for hardware/ software/ operating System / middleware etc as and when released by them/ OEM or as per requirements of the Bank. Service Provider should bring to notice of the Bank all releases/ version changes.

- iii. Service Provider 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 /middleware etc in case the Bank chooses not to upgrade to latest version.

- iv. Service Provider shall provide maintenance support for hardware/ software/ operating system/ middleware over the entire period of Contract.

- v. All product updates, upgrades & patches shall be provided by Service Provider free of cost during Contract period.

- vi. Service Provider shall support the product or specified hardware/software during the period of Contract as specified in Scope of work in this RFP.

- vii. During the ATS/AMC period, Service Provider will have to undertake comprehensive support of the product or specified hardware/software and all new versions, releases, and updates for all standard product or specified hardware/software to be supplied to the Bank at no additional cost. During the support period, Service Provider shall maintain the product or specified hardware/software to comply with parameters defined in this RFP. 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 product or specified hardware/software.

- viii. During the support period, Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the product or specified hardware/software and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the product or specified hardware/software a 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. Service Provider 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 or specified hardware/software, Service Provider shall ensure that product or specified hardware/software is made operational to the full satisfaction of the Bank within the given timelines.

- ix. ATS/ AMC, would be on-site and comprehensive in nature and must have back to back support from the OEM. Service Provider shall warrant products against defects arising out of faulty design etc. during the specified support period.

- x. In the event of product or specified hardware/software break down or failures at any stage, protection available, which would include the following, shall be specified.
 - (a) Diagnostics for identification of product or specified hardware/software failures
 - (b) Protection of data/ configuration
 - (c) Recovery/ restart facility
 - (d) Backup of product or specified hardware/software / configuration

- xi. 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.

- xii. Service Provider 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.

- xiii. Service Provider support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
- xiv. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.
- ~~xv. RCA of any event to be submitted to the Bank within 24 hours of occurrence of event.~~

XV. Preliminary RCA of any event to be submitted to the Bank within 24 hours of occurrence of event and thereafter the final RCA to be submitted within a maximum of 72 hours.

26. PENALTIES:

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

27. RIGHT TO VERIFICATION:

The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid 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.

28. RIGHT TO AUDIT:

- i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external 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 Service Provider is required to submit such certification by such Auditors to the Bank. 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 Service Provider. 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. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice of not less than One day to Service Provider before such audit and same shall be conducted during normal business hours. Bank also reserves the right for conducting surprise audit. Bidder/vendor shall have obligation to comply with all the recommendations/close all the vulnerabilities reported in the various security review, IS Audit, UAT etc conducted by the Bank, regulators, bank appointed third party at various stages during the contact period without any additional cost the Bank.”

- ii. Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, 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 Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. 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(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

29. SUBCONTRACTING:

Sub-contracting is permitted as mentioned in scope of work.

30. VALIDITY OF AGREEMENT:

The Agreement/ SLA will be valid for the period of Seven (7) year(s) which can be extended upto 3 years, solely at the discretion of the Bank. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

31. LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of Service Provider, subject to clause 31 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
 - (a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;
 - (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
 - (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,

- (d) 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.

For the purpose of clause 31(iii)(b) **“Gross Negligence” means** any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

32. CONFIDENTIALITY:

Confidentiality obligation shall be as per Non-disclosure agreement and clause 14 of Service Level Agreement placed as Appendix to this RFP.

33. DELAY IN SERVICE PROVIDER’S PERFORMANCE:

- i. Services shall be made by Service Provider within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider 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 Service Provider’s notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers’ time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

34. SERVICE PROVIDER’S OBLIGATIONS:

- i. Service Provider 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.

- ii. Service Provider 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.
- iii. Service Provider 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 Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- v. Service Provider shall treat as confidential all data and information about the Bank, 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-K** of this RFP.

35. TECHNICAL DOCUMENTATION:

- i. Service Provider shall 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 service level failure as and when applicable.
- ii. Service Provider shall 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 Service Provider to the Bank, free of cost in timely manner.

36. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

- i. For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this RFP, Service Provider shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- ii. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.

- iii. Subject to clause 36 (iv) and 36 (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.
- iv. The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Bank.
- vi. 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 RFP shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.
- vii. The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this RFP, 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, Service Provider shall hold All Intellectual Property rights in any pre-built software *per se*, except for those which have been assigned under this RFP.
- viii. All information processed by Service provider during software 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.

37. LIQUIDATED DAMAGES:

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

38. CONFLICT OF INTEREST:

- i. 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 (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 Agreement or otherwise.
- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
 - (a) 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 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) 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 (bb) subject always to sub-clause (aa) 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 (bb) 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

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
 - (c) 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
 - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (e) 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
 - (f) 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 RFP.
- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

39. FRAUD & CORRUPT PRACTICES:

- i. 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.
- ii. Without prejudice to the rights of the Bank under Clause 39(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.

iii. For the purposes of this clause , the following terms shall have the meaning hereinafter, respectively assigned to them:

- (a) **“corrupt practice”** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
- (c) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

40. TERMINATION FOR DEFAULT:

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:

- (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank;
- (b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement;
- (c) Violations of any terms and conditions stipulated in the RFP;
- (d) On happening of any termination event mentioned in the RFP/Agreement.

Prior to providing a written notice of termination to Service Provider under clause 40 (i) (a) to 40 (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Service Provider 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.
- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of 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 the Agreement 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, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates

and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

41. FORCE MAJEURE:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. 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, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider 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.
- iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider 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.
- ~~iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party 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 the Agreement 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 the Agreement.~~

CLAUSE DELETED

42. TERMINATION FOR INSOLVENCY:

The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider 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 Service Provider, 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.

43. TERMINATION FOR CONVENIENCE:

- i. The Bank, by written notice of not less than 60 (sixty) days may terminate the Contract, in whole or in part, for its convenience.
- ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

44. DISPUTES / ARBITRATION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY):

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) 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 the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (SBI or Service Provider), 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 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 proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.
- ii. Service Provider 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.
- iii. 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.

45. GOVERNING LANGUAGE:

The governing language shall be English.

46. 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.

47. TAXES AND DUTIES:

- i. Service Provider 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 Service Provider shall include all such taxes in the quoted price.
- ii. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of all corporate taxes and Custom duty 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 etc. should be specified in the separate sheet (**Appendix- F**).
- iii. 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 Service Provider and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-F** 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-F**
- iv. Prices payable to Service Provider 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.
- v. 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.
- vi. 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 Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

48. TAX DEDUCTION AT SOURCE:

- i. 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 Service Provider. 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 Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.

- ii. Service Provider'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 Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

49. TENDER FEE:

Non-refundable Tender Fee should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of Tender Fee in the designated account should be enclosed with the technical bid. The Bids without tender fee will not be considered valid.

50. EXEMPTION OF EMD AND TENDER FEE:

Micro & Small Enterprises (MSE) units and Start-ups* are exempted from payment of EMD and tender fee provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, rendered by other companies.

Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption.

Bidders may please note:

- i. NSIC certificate/ Udyog Aadhar Memorandum should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- iii. *Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.
- iv. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/

tender fee.

- v. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without tender fees /EMD will be summarily rejected and no queries will be entertained.

51. NOTICES:

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by Fax 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.

52. ASSIGNMENT

- i. Service Provider shall not transfer or assign at any stage, during the currency of this agreement, any of its duties, responsibilities, obligations and benefits of this agreement to any third party without the prior written consent of the Bank, except where Service Provider assigns this agreement to an Affiliate or a Joint Venture or to any entity which acquires the entire or partial stock or assets of Service Provider. However, prior notice has to be given to the Bank in all such cases.
- ii. Bank can transfer or assign any service or all services under this agreement at any stage to an Affiliate/ subsidiary/Joint Venture etc. during the currency of this agreement and inform to the vendors.

53. INDEMNITY

53.1 The Vendor hereby indemnifies the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) awarded against the Bank relating to, resulting directly from or arising out of any claim, suit or proceeding brought against the Bank as a result of:

- a. Bank's bona fide use of the Deliverables and /or the Services provided by Vendor under this RFP; and/or
- b. an act or omission of the Vendor, its employees, agents, sub contractors in the performance of the obligations of the Vendor in breach of the RFP; and/or
- c. claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against the Bank; and/or
- d. any lease arrangement/rental arrangement/finance or loan arrangement in respect of or in relation to the Deliverables and Services provided under this RFP; and/or

- e. breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the Vendor under this RFP; and/or
- f. any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- g. breach of confidentiality obligations of the Vendor contained in this RFP; and/or
- h. Gross negligence attributable to the Vendor or its employees or sub-contractors; and/or
- i. Any action taken, claims or fines imposed on Bank by any Government, statutory or regulatory authorities due to an act or omission on the part of the Vendor, which acts or omission in breach of this Agreement; and/or
- j. Any loss on account of any skimming, shimming or keypad-related fraud committed on the CDs attributable to the manufacturing defect in the CDs and specifically excluding frauds committed by using cards obtained/processed fraudulently outside the purview of reasonable control of the Vendor; and/or
- k. Any cash replenishment shortages committed by any employee of the Vendor and/or CMA engaged by Vendor; and/or
- l. Any losses, damages, costs incurred by the Bank on account of any third party claims due to any fault, imperfection on the equipment provided by the Vendor under this RFP; and/or
- m. Fraud committed by the Vendors or its representatives resulting in Bank's image getting tarnished. The claim made by Bank in this regard shall be final and binding upon Vendor even though they have made good the monetary loss to the Bank.

53.2 The Vendor shall at its own cost and expenses defend or settle any claim against the Bank including that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark.

53.3 Vendor and/or its sub-contractors shall undertake thorough background check, due diligence in verifying the antecedents of its employees and shall indemnify and protect the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from any action of its employees or agents. In the event any such claim or legal action is initiated against the Bank by the employees/agents of Vendor or of the subcontractor's employees/agent or by any agent/employee of any agency engaged by the Vendor for providing any services including security arrangements, the Vendor shall immediately implead itself in such proceedings, contest or settle the matter at its costs. In any way the Vendor shall ensure that Bank is removed from the array of Defendants immediately. All costs and expenses including counsel fee shall be borne by the Vendor and the Bank shall be kept fully Indemnified in this regard by the Vendor.

53.4 Vendor and its outsourced agents shall comply with all statutory and regulatory provisions, relevant laws framed by the Central Government, State Government and Local Bodies, regulations, guidelines, etc., like Shops & Establishment Act, Minimum Wages Act, Contract Labour, Tax laws, all laws pertaining to contract employees required for providing the Services

including Caretaker Services etc. and undertakes to keep the Bank indemnified against any defaults of his obligations under the compliance of such laws.

53.5 The Vendor's indemnity to the Bank under this Agreement is based on the Bank (i) providing prompt written notice to the Vendor of the event giving rise to indemnity claim; (ii) granting authority to the Vendor to defend or settle any action or claim covered by indemnity if the Vendor chooses to defend the case; (iii) providing at Vendor's expense, such information, cooperation and assistance to Vendor as may be reasonably necessary for the Vendor to defend or settle the claim or action; (iv) not taking any action that will prejudice Vendor's interests; and (v) taking all reasonable measures to mitigate the loss or damage caused due to the event giving rise to indemnity claim against the Vendor.

53.6 Neither Party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages, whether in contract, tort or other theories of law, even if such Party has been advised of the possibility of such damages.

53.7 Limitation of Liability

The total cumulative liability of either Party arising from or relating to this Agreement shall not exceed the total amount payable to the Vendor by the Bank for the contract period. Provided however, this limitation shall not apply to any liability or damages arising from (a) willful misconduct of the Vendor; (b) indemnification against third party claims for infringement; (c) breach of confidentiality obligations; (d) loss of Bank's Cash held in CD, in Transit and / or in Vault held by the Vendor or any agency engaged by the Vendor.

54. COMPLIANCE WITH IS SECURITY POLICY:

54.1 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:

54.2 Responsibilities for data and application privacy and confidentiality

54.3 Responsibilities on system and software access control and administration

54.4 Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor

54.5 Physical Security of the facilities

54.6 Physical and logical separation from other customers of the Vendor

54.7 Incident response and reporting procedures

54.8 Password Policy of the Bank

54.9 Data Encryption/Protection requirements of the Bank.

54.10 In general, confidentiality, integrity and availability must be ensured.

54.11 All data are confidential and should not be disclosed to any external parties ever.

54.12 Bidder need to comply with other existing and future policies/SOPs of the Bank related to logs/ ATM operations/Governance etc. In addition, bidder is required to address the

observations of various audits/examinations of Regulator as and when advised in the stipulated timeline.

54.13 At the end of the project, after sharing all the Bank’s data with the Bank, all the bank’s data must be completely erased by using tools like disk eraser by the vendor. The vendor and its deployed resources should certify and confirm the Bank that all data associated with the project has been deleted from their laptops/PCs/email/cloud drives etc.

54.14 Whatever data the consultancy firm is having in their hard disk etc. related to the project, the same should be destroyed or returned to Bank. At the end of the project the consultancy firm to confirm that they are not having any data on account of this project. If the Bank requires the services of the Consultancy firm after project is completed, the Bank shall share the required data with the firm. Office copies of the papers delivered to the Bank may be retained, subject to confidentiality obligation and should be destroyed within a reasonable period.

54.15 Vendor to meticulously follow following control measures -

CONTROLS TO BE IMPLEMENTED BY THIRD PARTIES AND TO BE MONITORED BY IT APPLICATION OWNER

SN	Controls to be implemented	Compliance (Yes/No)
1	Whether the 3rd party has Information security policy in place with periodic reviews?	
2	Whether the 3rd party have operational processes with periodic review, including but not limited to: <ul style="list-style-type: none"> • Business Continuity Management • Backup management • Desktop/system/server/network device hardening with baseline controls • Patch Management • Port Management • Media Movement • Log Management • Personnel Security • Physical Security • Internal security assessment processes 	
3	Whether a proper documented change management process has been instituted by the 3rd party?	
4	Whether the 3rd party has a documented policy and process of Incident management /response?	
5	Whether the 3rd party’s environment is suitably protected from external threats by way of firewall, WAF, IDS/IPS, AD, AV, NAC, DLP etc ?	

6	Whether rules are implemented on Firewalls of the 3rd party environment as per an approved process?	
7	Whether firewall rule position is regularly monitored for presence of any vulnerable open port or any-any rule?	
8	Whether proper log generation, storage, management and analysis happens for the 3rd party application?	
9	Is the 3rd party maintaining all Web, application, DB, Configuration and user access logs for forensic readiness?	
10	Whether the 3rd party maintains logs for privileged access to their critical systems?	
11	Whether privilege access to the 3rd party environment is permitted from internet?	
12	Whether the 3rd party has captive SOC or Managed Service SOC for monitoring their systems and operations?	
13	Whether the 3rd party environment is segregated into militarized zone (MZ) and demilitarized zone (DMZ) separated by Firewall, where any access from an external entity is permitted through DMZ only?	
14	Whether 3rd party has deployed secure production, disaster recovery and testing environments for their application?	
15	Whether the 3rd party follows the best practices of creation of separate network zones (VLAN Segments) for Web, App, DB and different zones for critical applications, non-critical applications, UAT etc.?	
16	Whether the 3rd party configures access to officials based on a documented and approved Role Conflict Matrix?	
17	Whether Internet access is permitted on internal servers, database servers etc.?	
18	Whether the 3rd party has deployed a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations?	
19	Whether CERTIN Empaneled ISSPs are engaged by the third party for ensuring security posture of their application?	
20	Whether quarterly vulnerability assessment and penetration testing is being done by the 3rd party for their infrastructure?	
21	Whether suitable Security certifications (ISO, PCI-DSS etc.) of the security posture at vendor environment are in place?	
22	Whether the 3rd party has deployed any open source or free software in their environment? If yes, whether security review has been done for such software?	
23	Whether the data shared with the 3rd party is owned by SBI (SBI = Information Owner)?	
24	Whether the data shared with the 3rd party is of sensitive nature?	

25	Whether the requirement and the data fields to be stored by the 3rd party is approved by Information Owner?	
26	Where shared, whether the bare minimum data only is being shared? (Please document the NEED for sharing every data field)	
27	Whether the data to be shared with 3rd party will be encrypted as per industry best standards with robust key management?	
28	Whether the 3rd party is required to store the data owned by State Bank?	
29	Whether any data which is permitted to be stored by the 3rd party will be completely erased after processing by the 3rd party at their end?	
30	Whether the data shared with the 3rd party is stored with encryption (Data at rest encryption)?	
31	Whether the data storage technology (Servers /Public Cloud/ Tapes etc.) has been appropriately reviewed by IT AO?	
32	Whether the 3rd party is required to share SBI specific data to any other party for any purpose?	
33	Whether a system of obtaining approval by the 3rd party from the IT Application Owner is put in place before carrying out any changes?	
34	Whether 3rd party is permitted to take any crucial decisions on behalf of SBI without written approval from IT Application Owner? If not, are such instances being monitored? IT Application Owner to describe the system of monitoring such instances.	
35	Whether Application Owner has verified that the 3rd party has implemented efficient and sufficient preventive controls to protect SBI's interests against any damage under section 43 of IT Act?	
36	Whether the selection criteria for awarding the work to 3rd party vendor is based on the quality of service?	
37	Whether the SLA/agreement between SBI and the 3rd party contains the following clauses: <ul style="list-style-type: none"> • Right to Audit to SBI with scope defined • Adherence by the vendor to SBI Information Security requirements including regular reviews, change management, port management, patch management, backup management, access management, log management etc. • Right to recall data by SBI. • Regulatory and Statutory compliance at vendor site. Special emphasis on section 43A of IT Act 2000 apart from others. • Availability of Compensation clause in case of any data breach or incident resulting into any type of loss to SBI, due to vendor negligence. 	

	<ul style="list-style-type: none">• No Sharing of data with any third party without explicit written permission from competent Information Owner of the Bank including the Law Enforcement Agencies.	
38	Whether the residual risk has been covered by transferring the technology risk to Legal risk by incorporating suitable legal terms in SLA	

Part-II

BID FORM (TECHNICAL BID)
[On Company's letter head]
(To be included in Technical Bid Envelope)

Date: _____

To:

< Address of tendering office >

Dear Sir,

Ref: RFP No. SBI/AC/2019-20/006 dated : 07/02/2020

~~~~~

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 provide 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.

i. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder 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.
- We have quoted for all the services/items mentioned in this RFP in our indicative price Bid.
- 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.

- ii. 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".
- iii. 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, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. 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.
- v. 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 RFP.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-J** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Bidder on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.
- ix. 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.
- x. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.



RFP for Installation of ATMs under TOM

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- xi. 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.
- xii. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- xiii. We hereby certify that on the date of submission of Bid for this RFP, we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- ~~xiv. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.~~

We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India. The MAF format attached at **Appendix-O**.

- xv. We hereby certify that on the date of submission of Bid, we do 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.
- xvi. 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 solely responsible for the due performance of the contract.
- xvii. We, further, 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.**

\_\_\_\_\_

**Appendix-B**

**BIDDER'S ELIGIBILITY CRITERIA**

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:

| S. No. | Eligibility Criteria                                                                                                                                                                                                                                                                                                                        | Compliance (Yes/No) | Documents to be submitted                                                                                                                                                                                                                                                                            |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 three years                                                                                                                                          |                     | Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.                                                                                                                           |
| 2.     | The Bidder must have an average turnover of minimum Rs. 100 crore during last 03 (three) financial year(s) i.e. FY16-17, FY 17-18 and FY 18-19                                                                                                                                                                                              |                     | Copy of the audited financial statement for required financial years and / or Certificate of the Chartered Accountant with details to be provided in Appendix B-1.                                                                                                                                   |
| 3.     | The Bidder should be profitable organization (on the basis of Profit before tax) during at least three of the last five financial years, i.e. 2014-15, 2015-16, 2016-17, 2017-18 and 2018-19. Out of which, bidder must be profitable organization (on the basis of Profit before tax) during any of the last two years 2017-18 or 2018-19. |                     | Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the Chartered Accountant with details to be provided in Appendix B-1.                                                                                                   |
| 4      | Minimum Networth of the Bidder in India should be more than ₹ 100 crores as on 31st March 19.                                                                                                                                                                                                                                               |                     | 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 B-1<br>Net worth will consist of 'paid up equity capital, free reserves, balances in share arising value of |

|   |                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                                                                                                                                                                                                                |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                                                                                                                                                                                                                                                                                                                                                                                         |  | intangible and deferred revenue expenditure, if any'. Revaluation of assets' adjusted for 'accumulated loss balance, book out of sale proceeds of assets but not reserve created by premium account and capital reserves representing surplus. |
| 5 | <p>I. Bidder should have experience of minimum 3 years in providing the services under TOM/ Per Transaction cost model to Banks in India.</p> <p>II. Bidder should have installed and maintained minimum 1,000 ATMs as on 31/12/2019 successfully.</p> <p>III. Bidder will install ATMs from an OEM who has minimum installed base of 1000 ATMs in Banks in India as on 31/12/2019.</p> |  | Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.                                                                                                                       |
| 6 | <p>Satisfactory Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the past (At least __ client references are required)</p>                                                                                                               |  | Bidder should specifically confirm on their letter head in this regard as per <b>Appendix-M</b>                                                                                                                                                |
| 7 | <p>Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)</p>                                                                                                                                                                                                                                            |  | Brief details of litigations, disputes, if any are to be given on Company's letter head.                                                                                                                                                       |
| 8 | <p>Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central</p>                                                                                                                                                                                             |  | Bidder should specifically certify in <b>Appendix A</b> in this regard.                                                                                                                                                                        |

|     |                                                                                                                                                                                                                                                             |  |                                                                         |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------|
|     | Government or their agencies/ departments on the date of submission of bid for this RFP.                                                                                                                                                                    |  |                                                                         |
| 9   | The bidder, if participating as Channel Partner of any OEM, then OEM should have a support center and level 3 escalation (highest) located in India. For OEMs, directly participating, the conditions mentioned above for support center remain applicable. |  | Bidder should specifically certify in <b>Appendix A</b> in this regard. |
| 10. | The Bidder should 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.                                                                                                  |  | Bidder should specifically certify in <b>Appendix A</b> in this regard. |

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.

| <b>Appendix-B-1</b>        |                               |          |          |          |          |
|----------------------------|-------------------------------|----------|----------|----------|----------|
| Annual Turnover and Profit |                               |          |          |          |          |
| [₹ in crores]              | As at close of business as on |          |          |          |          |
|                            | 31.03.15                      | 31.03.16 | 31.03.17 | 31.03.18 | 31.03.19 |
| Annual Turnover            |                               |          |          |          |          |
| Profit Before Tax          |                               |          |          |          |          |
| Capital & Reserves         |                               |          |          |          |          |
| Networth                   |                               |          |          |          |          |

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-C**

**TECHNICAL & FUNCTIONAL SPECIFICATIONS**

|        |                                                                                                                                                                                                                                                                                                                                                                                               |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | Technical Bid Rules<br>Appendix -4 -1                                                                                                                                                                                                                                                                                                                                                         |
| F      | Available Fully as part of Solution                                                                                                                                                                                                                                                                                                                                                           |
| C1     | Will be provided as Customisation within a calendar duration of 30 days.                                                                                                                                                                                                                                                                                                                      |
| C2     | Will be provided as Customisation within a calendar duration of 60 days.                                                                                                                                                                                                                                                                                                                      |
| C3     | Will be provided as Customisation within a calendar duration of 90 days.                                                                                                                                                                                                                                                                                                                      |
| C4     | Will be provided as Customisation within a calendar duration of 120 days.                                                                                                                                                                                                                                                                                                                     |
| N      | Not Feasible                                                                                                                                                                                                                                                                                                                                                                                  |
|        |                                                                                                                                                                                                                                                                                                                                                                                               |
| Note 1 | Applicant need to give one of the above value in column F/C1/C2/C3/C4/N in the following table as regards to compliance.                                                                                                                                                                                                                                                                      |
| Note2  | 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 / C2 / C3 / C4 / N ' : Any wrong reporting in the column 'F / C1 / C2 / C3 / C4 / 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/C2/C3/C4' 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/C2/C3/C4].                                                                                                                                                                                                                                             |
|        | 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/C2/C3/C4), if the feature is not readily available and needs to be customized based on the readiness duration as mentioned above.                                                                                                                                                                                                                 |

**Acronyms Used**

| <b>Acronym</b> | <b>Description</b>                                   |
|----------------|------------------------------------------------------|
| 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 / SP        | Endpoint Provider / Service 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                        |

RFP for Installation of ATMs under TOM

|      |                                           |
|------|-------------------------------------------|
| PM   | Preventive Maintenance                    |
| FLM  | First Line Maintenance                    |
| EPIC | EndPoint Install Certificate              |
| ESR  | Electronic Settlement & Reporting         |
| 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                    |
|      |                                           |

| Module/Item      | Description                                                                |
|------------------|----------------------------------------------------------------------------|
| ATM-APPL-SWDIST  | ATM Application - Software Distribution Requirements                       |
| ATM-APPL         | ATM Application - General Requirements                                     |
| ATM-APPL-EPSSL   | ATM Application - Endpoint Protection Whitelisting Requirements            |
| ATM-APPL-LANG    | ATM Application - Language Support Requirements                            |
| ATM-APPL-VSS     | ATM Application - Video Surveillance Software Requirements                 |
| ATM-APPL-TXNTYP  | ATM Application - Transaction Type Requirements                            |
| ATM-APPL-TESTING | ATM Application - Application / Transaction Testing requirements           |
| FLM-REQS         | First Line Maintenance - Requirements                                      |
| CASH-REPL        | Cash Replenishment - Requirements                                          |
| CASH-MGMT        | Cash Management - Requirements                                             |
| HELP-DESK        | Help Desk - Requirements                                                   |
| DATA-SEC         | Data Security - Requirements                                               |
| NTWK-MGMT        | Network Management - Requirements                                          |
| DIST-MGMT        | Software Distribution (Upload/Download) Management - Requirements          |
| OTC-MGMT         | One Time Combination (Chest/Safe Access Control) Management - Requirements |
| ATM-SWDIST       | ATM Application- Software Distribution.                                    |

4A.

| Module | Item      | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP |
|--------|-----------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|---------------------|-----------------|----------------------|
| CD     | Processor | 1.1.0      | <p><del>8th Generation Intel® Core™ i5 Processor or higher with minimum 3.3 GHz and 6 MB cache or above</del></p> <p><del>8th Generation Intel® Core™ i5 Processor or higher with minimum 3.3 GHz and 6 MB cache or above.</del></p> <p><del>Vendor to provide the supported OS/Patching related software/hardware upgrades without any cost to Bank during the contract period.</del></p> <p>6th Generation Intel® Core™ i3 Processor or higher with minimum 3.3 GHz and 4 MB cache or above. Vendor to provide the supported OS/Patching related software/hardware upgrades without any cost to Bank during the contract period.</p> | EP    | Y         | F/N                 |                 |                      |
| CD     | Processor | 1.2.0      | 8 GB DDR3 RAM or higher with scope to increase capacity whenever required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | EP    | Y         | F/N                 |                 |                      |
| CD     | Processor | 1.3.0      | 2X 1 TB SATA/e-SATA HDDs or higher                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | EP    | Y         | F/N                 |                 |                      |
| CD     | Processor | 1.4.0      | USB ports in front for front access CDs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | EP    | Y         | F/N                 |                 |                      |
| CD     | 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 including the supported hardware changes or provide                                                                                                                                                                                                                                                                                                                                                                                                        | EP    | Y         | F/N                 |                 |                      |



| Module | Item      | Feature Id | Features                                                                                                                                                                                                                                                                                          | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP |
|--------|-----------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|---------------------|-----------------|----------------------|
|        |           |            | compensating controls without any cost to Bank.                                                                                                                                                                                                                                                   |       |           |                     |                 |                      |
| CD     | Processor | 1.6.0      | OS Hardening (with local firewall) guidelines issued by the OS supplier and the Bank's IS Policy should be strictly followed.                                                                                                                                                                     | EP    | Y         | F/N                 |                 |                      |
| CD     | Device SW | 2.1.0      | 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. | EP    | Y         | F/N                 |                 |                      |
| CD     | Device SW | 2.2.0      | Software with drivers(for non-XFS devices), API documentation, and terminal diagnostics/utilities.                                                                                                                                                                                                | EP    | Y         | F/N                 |                 |                      |
| CD     | Device SW | 2.3.0      | Capable of supporting any Endpoint Protection/Whitelisting solution procured by Bank with a view to prevent malware including viruses, worms and Trojans should enter and affect the system.                                                                                                      | EP    | Y         | F/N                 |                 |                      |
| CD     | Device SW | 2.4.0      | OEM/Service provider is required to provide latest OS and Cen XFS application version to support Regulatory requirement or Bank's need to support MVS and EPS applications during the contract period.                                                                                            | EP    | Y         | F/N                 |                 |                      |

| Module | Item           | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                               | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP |
|--------|----------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|---------------------|-----------------|----------------------|
| CD     | Currency Chest | 3.1.0      | S&G / KABA (or an equivalent make, of high international repute) , 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                                                                                                                                            | EP    | Y         | F/N                 |                 |                      |
| CD     | Currency Chest | 3.3.0      | Alarm sensors for temperature status, seismic or vibration status and chest open status while sending signal/messages to Switch/Management Centre                                                                                                                                                                                                                                      | EP    | Y         | F/N                 |                 |                      |
| CD     | Currency Chest | 3.4.0      | 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. The Terminal should not dispense / initiate dispensation process when in Supervisory /Maintenance /Out-Of-Service mode except when required for Testing / fault resolution by Engineer. | EP    | Y         | F/N                 |                 |                      |
| CD     | Currency Chest | 3.5.0      | Terminal should be able to change automatically to In-Service/Transaction mode, after Chest door and Hood door is locked.                                                                                                                                                                                                                                                              | EP    | Y         | F/N                 |                 |                      |
| CD     | Currency Chest | 3.6.0      | UL 291 Level 1/CEN 1 Certified Secure Chest or higher                                                                                                                                                                                                                                                                                                                                  | EP    | Y         | F/N                 |                 |                      |
| CD     | Dispenser      | 4.1.0      | Dispense minimum 40 currency notes per transaction.                                                                                                                                                                                                                                                                                                                                    | EP    | Y         | F/N                 |                 |                      |
| CD     | Dispenser      | 4.2.0      | Dispense used notes                                                                                                                                                                                                                                                                                                                                                                    | EP    | Y         | F/N                 |                 |                      |

| Module | Item      | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP |
|--------|-----------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|---------------------|-----------------|----------------------|
| CD     | Dispenser | 4.3.0      | Capable to retract notes but this functionality should be in disabled mode                                                                                                                                                                                                                                                                              | EP    | Y         | F/N                 |                 |                      |
| CD     | Dispenser | 4.4.0      | <del>Indication(visible &amp; audible) of proper insertion of all cassettes.</del><br><br>Indication(visible/audible and software) of proper insertion of all cassettes.                                                                                                                                                                                | EP    | Y         | F/N                 |                 |                      |
| CD     | Dispenser | 4.5.0      | 2 x Double Pick Module, and 4 cassettes with lock & key.                                                                                                                                                                                                                                                                                                | EP    | Y         | F/N                 |                 |                      |
| CD     | Dispenser | 4.6.0      | <del>Reject BIN or Divert cassette bin with lock and key with capacity to hold atleast 500 notes.</del><br><br>Reject BIN or Divert cassette bin with lock and key with capacity to hold atleast 200 notes.                                                                                                                                             | EP    | Y         | F/N                 |                 |                      |
| CD     | Dispenser | 4.7.0      | Each Cassette should hold minimum of 2500 currency notes.                                                                                                                                                                                                                                                                                               | EP    | Y         | F/N                 |                 |                      |
| CD     | Dispenser | 4.8.0      | Capable of Multi currency dispensing                                                                                                                                                                                                                                                                                                                    | EP    | Y         | F/N                 |                 |                      |
| CD     | Dispenser | 4.9.0      | Capable of 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. | EP    | Y         | F/N                 |                 |                      |
| CD     | Dispenser | 4.10.0     | Dispense at least 5 notes per second                                                                                                                                                                                                                                                                                                                    | EP    | Y         | F/N                 |                 |                      |
| CD     | Dispenser | 4.11.0     | Machines should not dispense soiled, mutilated notes                                                                                                                                                                                                                                                                                                    | EP    | Y         | F/N                 |                 |                      |

| Module | Item      | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                            | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP |
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| CD     | Dispenser | 4.12.0     | Encrypted communication and trust relation should be established between PC core and dispenser.                                                                                                                                                                                                                                                                                     | EP    | Y         | F/N                 |                 |                      |
| CD     | Dispenser | 4.13.0     | Should not have any hardware module sensors which could be accessible by any end consumer either during idle state or during transaction processing                                                                                                                                                                                                                                 | EP    | Y         | E/N                 |                 |                      |
| CD     | Dispenser | 4.14.0     | Multi-media dispenser (ticket/coupon/stamp/receipt) with bunch presenter                                                                                                                                                                                                                                                                                                            | EP    | Y         | F/N                 |                 |                      |
| CD     | Dispenser | 4.15.0     | <del>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.</del><br><br><b>CLAUSE DELETED</b>                                                                            | EP    | N         | F/N                 |                 |                      |
| CD     | Dispenser | 4.16.0     | Friction / Vacuum pick technology                                                                                                                                                                                                                                                                                                                                                   | EP    | Y         | F/N                 |                 |                      |
| CD     | Dispenser | 4.17.0     | <del>Vendor to provide all CDs of same make, model and specifications i.e. single make and model. Any vandalised machine will also be replaced with the same make &amp; model.</del><br><br><b>Vendor to provide all the model of CD as specified in the submitted MAFs of not more than two OEMs. Any vandalized machine will also be replaced with the same make &amp; model.</b> | EP    | Y         | F/N                 |                 |                      |

| Module | Item                     | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                     | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP |
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| CD     | Dip Card Reader (Hybrid) | 5.1.0      | 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.                                                                                                                                                      | EP    | Y         | F/N                 |                 |                      |
| CD     | Dip Card Reader (Hybrid) | 5.2.0      | 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.                                                                                                                                                                                                | SP    | Y         | F/N                 |                 |                      |
| CD     | Dip Card Reader (Hybrid) | 5.3.0      | 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.                                                                                                           | EP    | Y         | F/N                 |                 |                      |
| CD     | Dip Card Reader (Hybrid) | 5.4.0      | Card reader should be compatible to work with any valid EMVCo certified EMV Kernels.                                                                                                                                                                                                                                                                         | EP    | Y         | F/N                 |                 |                      |
| CD     | Dip Card Reader (Hybrid) | 5.5.0      | CD should be ready for using the new EMV Chip Cards i.e. EMV Chip Card Reader enabled.                                                                                                                                                                                                                                                                       | EP    | Y         | F/N                 |                 |                      |
| CD     | Dip Card Reader (Hybrid) | 5.6.0      | Dip Smart Card Reader with anti-skimming device and anti-shimming device installed and integrated with the card reader of the CD. Details of the anti-skimming technology / device to be enclosed. The bank is looking for a comprehensive skimming protection solution which achieves the following:-<br>i) Senses unauthorized attachment of any device on | EP    | Y         | F/N                 |                 |                      |

| Module | Item                        | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP |
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|        |                             |            | <p>the card reader module,</p> <p>ii) Sends the signal to switch and further to the Remote ATM 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 SNMP/MVS can pick it up and notify the monitoring system.</p> <p>iv) should be equipped with solution/device for protecting from Deep insert skimming and shimmming.</p> |       |           |                     |                 |                      |
| CD     | Dip Card Reader (Hybrid)    | 5.7.0      | Communication link between the card reader and system should be encrypted by latest encryption standards. (This is between the Card Reader and the CD)                                                                                                                                                                                                                                                                                                                                                                                                           | EP    | Y         | F/N                 |                 |                      |
| CD     | Dip Card Reader (Hybrid)    | 5.8.0      | Card reader should be capable of disabling reading the magstrip as and when required by the Bank. If physical visit is required for disablement, vendor to arrange the same at no additional cost to the Bank                                                                                                                                                                                                                                                                                                                                                    | EP    | Y         | F/N                 |                 |                      |
| CD     | Dip Card Reader (Hybrid)    | 5.9.0      | Capable to read magnetic tracks 1 & 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | EP    | Y         | F/N                 |                 |                      |
| CD     | Customer Interface / Fascia | 6.1.0      | 15" LCD/ LED or higher touch screen with standard bright and full screen display                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | EP    | Y         | F/N                 |                 |                      |

| Module | Item                        | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP |
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| CD     | Customer Interface / Fascia | 6.2.0      | Touch Screen Specifications: IP65 rating                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | EP    | Y         | F/N                 |                 |                      |
| CD     | Customer Interface / Fascia | 6.3.0      | Vandal screen with Privacy filter. Resistance to Indian weather, vandal proof and pertinent to and Indian usability condition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | EP    | Y         | F/N                 |                 |                      |
| CD     | Customer Interface / Fascia | 6.4.0      | 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. EPP Pin Pad Should be with Braille Embossings. | EP    | Y         | F/N                 |                 |                      |
| CD     | Customer Interface / Fascia | 6.5.0      | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | EP    | Y         | F/N                 |                 |                      |

| Module | Item                        | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                                                                              | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP |
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| CD     | Customer Interface / Fascia | 6.6.0      | All devices to have features as per requirements to support the visually challenged. All CDs to meet the requirement of 'Talking ATMs' (EP needs to ensure that braille supported keys(PinPad, Function Keys, Locations of key devices, Audiojack) are present on the ATM. SP can support with voice guidance/headphone audio from the MVS software standpoint.)                                                                      | EP    | Y         | F/N                 |                 |                      |
| CD     | Customer Interface / Fascia | 6.7.0      | Trilingual Screen Support (English, Hindi, Regional Language), in static graphics(PCX, JPEG, etc) and video files(incl. MP4)                                                                                                                                                                                                                                                                                                          | SP    | Y         | F/N                 |                 |                      |
| CD     | Customer Interface / Fascia | 6.8.0      | Terminal should be capable to display graphic screen and video files in commonly available picture formats(MPEG, MP4, PCX, JPEG, BMP etc.).                                                                                                                                                                                                                                                                                           | EP    | Y         | F/N                 |                 |                      |
| CD     | Customer Interface / Fascia | 6.9.0      | Voice guidance support with internal speakers & headphone jack 5 (hardware as well as software both to be provided with CD). 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. | EP    | Y         | F/N                 |                 |                      |
| CD     | Customer Interface / Fascia | 6.10.0     | Provide Text-to-Speech(TTS) support in English, Hindi and regional languages.                                                                                                                                                                                                                                                                                                                                                         | SP    | Y         | F/N                 |                 |                      |



| Module | Item                                | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                                                              | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP |
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| CD     | Customer Interface / Fascia         | 6.11.0     | Terminal should be capable to integrate with custom/3rd party Text-to-Speech(TTS) software.                                                                                                                                                                                                                                                                                                                           | EP    | Y         | F/N                 |                 |                      |
| CD     | Customer Interface / Fascia         | 6.12.0     | Terminal should report status (XFS) whether headphone is present/ not present in headphone jack, to the monitoring system                                                                                                                                                                                                                                                                                             | EP    | Y         | F/N                 |                 |                      |
| CD     | Customer Interface / Fascia         | 6.13.0     | Voice guidance support with internal speakers and headphone jack                                                                                                                                                                                                                                                                                                                                                      | EP    | Y         | F/N                 |                 |                      |
| CD     | Customer Interface / Fascia         | 6.14.0     | MPEG - 4 full motion video support, and support for common video codecs.                                                                                                                                                                                                                                                                                                                                              | EP    | Y         | F/N                 |                 |                      |
| CD     | Integrated CD Surveillance Solution | 7.1.0      | Solution must be motion-sensitive and capable of capturing image of the person while doing transaction in the CD. 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 ATM room. The cameras should be pilfer-proof. | EP    | Y         | F/N                 |                 |                      |
| CD     | Integrated CD Surveillance Solution | 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 at quarterly intervals or earlier as per requirement by the Bank and supervised by the Vendor. The images will be stored on one of the 2 Hard Disks in the machine. Vendor to increase storage capacity for machines                                      | EP    | Y         | F/N                 |                 |                      |

| Module | Item                                | Feature Id | Features                                                                                                                                                                                                                                                        | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP |
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|        |                                     |            | having more than average 400 hits per day accordingly.                                                                                                                                                                                                          |       |           |                     |                 |                      |
| CD     | Integrated CD Surveillance Solution | 7.3.0      | The resolution of the camera should be sufficient enough to capture the quality image of the object for clear identification                                                                                                                                    | EP    | Y         | F/N                 |                 |                      |
| CD     | Integrated CD Surveillance Solution | 7.4.0      | Solution must provide an interface to browse, search and archive the stored images on hard disk or external media.                                                                                                                                              | EP    | Y         | F/N                 |                 |                      |
| CD     | Integrated CD Surveillance Solution | 7.5.0      | Solution must be able to capture & stamp the transaction information (card number masked to comply with PCI-DSS) on the images.                                                                                                                                 | EP    | Y         | F/N                 |                 |                      |
| CD     | Integrated CD Surveillance Solution | 7.6.0      | The solution must have a search facility to locate an image/event by date & time, card no., transaction reference no. and ATM/CD ID.                                                                                                                            | EP    | Y         | F/N                 |                 |                      |
| CD     | Integrated CD Surveillance Solution | 7.7.0      | The 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/sftp/other communication medium with bank officials, as and when required. | EP    | Y         | F/N                 |                 |                      |
| CD     | Integrated CD Surveillance Solution | 7.8.0      | The image surveillance solution must not degrade the performance of ATM/CD, 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                             | EP    | Y         | F/N                 |                 |                      |

| Module | Item                                 | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                                                                                     | Owner | Mandatory      | Validation Criteria | Map your Module | Give Page No. of RFP |
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|        |                                      |            | Bank officials, as and when required.                                                                                                                                                                                                                                                                                                                                                                                                        |       |                |                     |                 |                      |
| CD     | Integrated CD Surveillance Solution  | 7.9.0      | The image surveillance hardware should be integrated within the CD.                                                                                                                                                                                                                                                                                                                                                                          | EP    | Y              | F/N                 |                 |                      |
| CD     | CD                                   | 7.10.0     | <del>CD must be capable of performing under extreme conditions. Temperature : Minus(-) 5 degree Celsius to +50 degree Celsius (Without Air Conditioner) Humidity : 5 to 95 % (Without Air Conditioner)</del><br><br>Cash Dispenser must be capable of performing under extreme conditions. Temperature : Minus(-) 0 degree Celsius to plus (+) 50 degree Celsius (Without Air Conditioner) Humidity : 5 to 95 % RH (Without Air Conditioner) | EP    | Y              | F/N                 |                 |                      |
| CD     | Integrated CD Surveillance Solution  | 7.12.0     | Solution should be able to integrated with any Multi-Vendor ATM Software available with Bank to facilitate the pulling of images centrally.                                                                                                                                                                                                                                                                                                  | EP    | Y              | F/N                 |                 |                      |
| CD     | Integrated ATM Surveillance Solution | 7.13.0     | <del>The Solution should be capable of notifying the Switch in case the DVSS camera is covered/ blocked by any means so that the Cash Dispenser does not dispense cash.</del><br><br>The Solution should be capable of notifying the                                                                                                                                                                                                         | EP    | <del>Y</del> N | F/N                 |                 |                      |

| Module | Item                | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP |
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|        |                     |            | Switch in case the DVSS camera is covered/ blocked by any means so that the Cash Dispenser does not dispense cash.<br><br>(Mandatory = N)<br>Validation Criteria: (F/N)                                                                                                                                                                                                                                                                                                                        |       |           |                     |                 |                      |
| CD     | DES Chip / Security | 8.1.0      | Capable of Remote Key Management - Triple DES/RSA, Certificate or Signature-based.                                                                                                                                                                                                                                                                                                                                                                                                             | EP    | Y         | F/N                 |                 |                      |
| CD     | DES Chip / Security | 8.2.0      | Triple DES chip with encryption/ verification/ validation software. Should support AES without any additional hardware                                                                                                                                                                                                                                                                                                                                                                         | EP    | Y         | F/N                 |                 |                      |
| CD     | DES Chip / Security | 8.3.0      | CD should be with in-built security features to trigger alarm in case of fire, hammering/tilting of the machine                                                                                                                                                                                                                                                                                                                                                                                | EP    | Y         | F/N                 |                 |                      |
| CD     | Connectivity        | 9.1.0      | Should have Network Interface Card(NIC) 10/100/1000 Mbps                                                                                                                                                                                                                                                                                                                                                                                                                                       | EP    | Y         | F/N                 |                 |                      |
| CD     | Connectivity        | 9.2.0      | <del>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. The applicant, if selected, must provide switch certification, only from Base 24 Switch for the present, at the time of submitting the response to RFP, failing which the Bank reserves the right to disqualify the applicant from further procurement process.</del> | EP    | Y         | F/N                 |                 |                      |

| Module | Item         | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP |
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|        |              |            | <p>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.</p> <p>One of the following is required to be uploaded:</p> <p>(a) Self-declaration of OEM required - If the proposed model of endpoint is currently working at SBI,<br/>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 and working satisfactory.<br/>or<br/>(c) If the proposed model is not working at SBI or any other Banks in India, Bidder to provide switch certification, with in a period of 15 days of LOI, to the Bank. If Bidder desired, we may facilitate for the certification, for which a fee of Rs 20 lacs will be charged by the Bank from the Bidder.</p> |       |           |                     |                 |                      |
| CD     | Connectivity | 9.3.0      | CD must support TCP/IP and DNS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | EP    | Y         | F/N                 |                 |                      |
| CD     | Connectivity | 9.4.0      | CD must Support TLS 1.2 or above and shall provide required software, if any.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | EP    | Y         | F/N                 |                 |                      |
| CD     | Connectivity | 9.5.0      | Should support IPv4 addressing and be IPv6 ready. Ability to perform IPv4-IPv6 integration, if                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | EP    | Y         | F/N                 |                 |                      |

| Module | Item                    | Feature Id | Features                                                                                                                                                                                                              | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP |
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|        |                         |            | required at no additional cost to bank.                                                                                                                                                                               |       |           |                     |                 |                      |
| CD     | Connectivity            | 9.6.0      | Ability to support multiple NIC to enable multiple connections.                                                                                                                                                       | EP    | Y         | F/N                 |                 |                      |
| CD     | Receipt Printer         | 10.1.0     | Minimum 40 column Graphic Thermal Receipt printer with dual mode printing                                                                                                                                             | EP    | Y         | F/N                 |                 |                      |
| CD     | 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.)                                               | EP    | Y         | F/N                 |                 |                      |
| CD     | Receipt Printer         | 10.2.1     | Printer driver/firmware needs to support Hindi, English and regional Indian type fonts/specification.                                                                                                                 | EP    | Y         | F/N                 |                 |                      |
| CD     | Electronic Journal(EJ ) | 10.3.0     | Electronic journal to be written on CD hard disk and replicated on the second hard disk which records images. The solution should include a EJ viewer.                                                                | SP    | Y         | F/N                 |                 |                      |
| CD     | Electronic Journal(EJ ) | 10.4.0     | Support centralised EJ Pulling                                                                                                                                                                                        | SP    | Y         | F/N                 |                 |                      |
| CD     | Electronic Journal(EJ ) | 10.5.0     | 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. | SP    | Y         | F/N                 |                 |                      |
| CD     | Electronic Journal(EJ ) | 10.6.0     | Vendor should have their own software agent for EJ pulling and Remote Monitoring Software support for the Cash Dispenser to monitor its                                                                               | SP    | Y         | F/N                 |                 |                      |

| Module | Item           | Feature Id | Features                                                                                                                                                                                                                                                                                                             | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP |
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|        |                |            | functions from a Central site. The Cash Dispenser should be capable of supporting a third party software agent such as SDMS(Scientific Data Management System)/ Infobase / Radia, etc. The vendor also agrees to install any software selected by the Bank at no cost to the Bank.                                   |       |           |                     |                 |                      |
| CD     | Software       | 11.1.0     | Capable of supporting any Multi Vendor Software Application procured/available with the Bank. Bidder is required to support other MVS also in case Bank changes its current MVS during the contract period.                                                                                                          | EP    | Y         | F/N                 |                 |                      |
| CD     | Software Agent | 11.2.0     | 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. | EP    | Y         | F/N                 |                 |                      |
| CD     | Media Status   | 12.1.0     | Low and media empty warning for all items viz. currency notes, consumer printer roll etc.                                                                                                                                                                                                                            | EP    | Y         | F/N                 |                 |                      |
| CD     | Power          | 13.1.0     | In-built SMPS to work on 230V 50 Hz power supply.                                                                                                                                                                                                                                                                    | EP    | Y         | F/N                 |                 |                      |
| CD     | Power          | 13.2.0     | Support input voltage of 230V AC /50 Hz with +/- 5% variation.                                                                                                                                                                                                                                                       | EP    | Y         | F/N                 |                 |                      |
| CD     | Power          | 13.3.0     | CD should have Low Carbon Footprint i.e. Low Power consumption in operation as well as in idle condition.                                                                                                                                                                                                            | EP    | Y         | F/N                 |                 |                      |

| Module | Item                        | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP |
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| CD     | Power                       | 13.4.0     | CD should have Integrated Power Management Solution. The CD software must be capable of interfacing 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. The above power management functionality must be controllable remotely. In this situation, CD should have the capability of generating message of low battery status and should send the same to the switch. | EP    | Y         | F/N                 |                 |                      |
| CD     | Power                       | 13.5.0     | CDs to be provided with internal battery backup which will be required for preserving the last state of the machine in the event of loss of power supply. This is required to achieve safeguarding the corruption of ATM Software.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | EP    | Y<br>N    | F/N                 |                 |                      |
| CD     | Maintenance                 | 14.1.0     | Should provide hardware, software and MIS (Keyboard, Mouse etc.) for day to day operations required by the custodian.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | EP    | Y         | F/N                 |                 |                      |
| CD     | Customer Interface / Fascia | 15.1.0     | Bidder to integrate – where required -- the alarm sensors of the CD to the branch siren/hooter                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | EP    | Y         | F/N                 |                 |                      |



| Module | Item                        | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP |
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|        |                             |            | without any additional cost to Bank.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |       |           |                     |                 |                      |
| CD     | Customer Interface / Fascia | 15.2.0     | CD should have Rear View Mirrors covering major area of the site which allow users to see what is happening behind to avoid shoulder surfing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | EP    | Y         | F/N                 |                 |                      |
| CD     | Customer Interface / Fascia | 15.3.0     | CD should have PIN pad shield covering all three sides to avoid shoulder surfing and capture by the external cameras.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | EP    | Y         | F/N                 |                 |                      |
| CD     | Contactless Card Reader     | 16.1.0     | <p><del>Contactless Card integration (Hardware and Software) supporting the ISO 14443 Type A/Type B, MiFare and ISO/IEC 18092, ISO 21481 or higher specifications</del></p> <p>The NFC contactless module with support Contactless Card integration (Hardware and Software) supporting upto ISO 14443 Type A/Type B, MiFare, ISO 21481 and ISO/IEC 18092 or higher.</p> <p>In case of any new guidelines or the regulator mandates newer specifications, the service provider should provide required support for hardware/software without any additional cost to the bank during the contract period.</p> <p>(Mandatory = Y)<br/>(Validation Criteria - F/C1/C2/C3/C4/N)</p> | EP    | Y         | F/N                 |                 |                      |

| Module | Item                    | Feature Id | Features                                                                                                                                                                                                                                                         | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP |
|--------|-------------------------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|---------------------|-----------------|----------------------|
| CD     | Contactless Card Reader | 16.2.0     | 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.                                               | EP    | Y         | F/N                 |                 |                      |
| CD     | Contactless Card Reader | 16.3.0     | 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.                                                                                                    | SP    | Y         | F/N                 |                 |                      |
| CD     | Contactless Card Reader | 16.4.0     | 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.               | EP    | Y         | F/N                 |                 |                      |
| CD     | Biometric               | 17.1.0     | 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.                                                                             | EP    | Y         | F/N                 |                 |                      |
| CD     | Biometric               | 17.2.0     | 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. | EP    | Y         | F/N                 |                 |                      |

| Module | Item             | Feature Id | Features                                                                                                                                                                                                                                                                                                  | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP |
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| CD     | BarCodeScanner   | 18.1.0     | CD 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.                                                                                     | EP    | Y         | F/N                 |                 |                      |
| CD     | BarCodeScanner   | 18.2.0     | Should be capable of reading barcodes of all popular symbologies, including Code 128, with up to 36 Characters                                                                                                                                                                                            | EP    | Y         | F/N                 |                 |                      |
| CD     | Testing          | 19.1.0     | The necessary technology/ application/ hardware for supporting card based, cardless and bio metric transactions should be available ab-initio.                                                                                                                                                            | EP    | Y         | F/N                 |                 |                      |
| CD     | Testing          | 19.2.0     | <del>Should provide necessary resources including paper rolls ( for receipt printer, journal printer etc.) for lab testing purpose at no additional cost.</del><br><br>Should provide necessary resources including paper rolls (for receipt printer etc.) for lab testing purpose at no additional cost. | SP    | Y         | F/N                 |                 |                      |
| CD     | Testing          | 19.3.0     | <del>Should provide test notes &amp; test firmware for recycler testing, at no additional cost to the Bank. The test notes &amp; firmware will be used only for lab testing purposes.</del><br><br>CLAUSE DELETED                                                                                         | EP    | Y         | F/N                 |                 |                      |
| CD     | Software Testing | 19.4.0     | TOM Vendor should arrange for OEM Vendor/Service Provider to deploy resources whenever required, for testing the functionality at the ATM LAB at no extra cost.                                                                                                                                           | SP    | Y         | F/N                 |                 |                      |

| Module | Item             | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP |
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| CD     | Software Testing | 19.5.0     | L-3 Certification with MasterCard, Visa, Rupay or any other provider to be done by the service provider                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | SP    | Y         | F/N                 |                 |                      |
| SW     | Software Testing | 19.6.0     | TOM Vendor should arrange for OEM Vendor/Service Provider to support all security review and testing provided by Bank as and when required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | SP    | Y         | F/N                 |                 |                      |
| CD     | Camera           | 20.1.0     | Cash Slot camera<br>A Camera should be present within the machine at the cash slot to capture the movement of cash from the presenter belt and final withdrawal by the customer. The camera should be capable of taking images and videos of the cash movement. The images and videos should be time stamped with Terminal ID, Masked Account & Card no. etc. The images and videos should be saved in the Harddisk and should be capable of being pulled centrally. The OEM to provide the necessary drivers for the camera and assist in the integration with the Bank's MVS Software. The bank will require these images and videos for disputed transactions. Failure to provide the image and video for the transactions required by the Bank, the Vendor to pay penalty of Rs.1000/- or the disputed amount, whichever is higher. | EP    | Y         | F/N                 |                 |                      |
| CD     | Hardware         | 21.1.0     | <del>Co-ordinated LED Lights Indicators at Card Reader, Cash slot dispenser, Keypad,</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | EP    | Y         | F/N                 |                 |                      |

| Module | Item     | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP |
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|        |          |            | <p><del>Receipt printer, All FDK keys. The LED Lights at these places will blink accordingly during the course of transaction attracting the attention of the customer to that part of the machine, Example:</del></p> <p><del>Co-ordinated LED Lights Indicators at Card Reader, Cash slot dispenser, Keypad, Receipt printer. The LED Lights at these places will blink accordingly during the course of transaction attracting the attention of the customer to that part of the machine.</del></p> <p>Co-ordinated LED Lights Indicators at Card Reader, Cash slot dispenser, Keypad (Optional for Keypad), Receipt printer. The LED Lights at these places will blink accordingly during the course of transaction attracting the attention of the customer to that part of the machine.</p> |       |           |                     |                 |                      |
| CD     | Hardware | 21.1.1     | Card reader slot : 1. When machine is ready to accept card for new txn.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | EP    | Y         | F/N                 |                 |                      |
| CD     | Hardware | 21.1.2     | Card reader slot: 2. When machine wants the customer to pull out his/her card                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | EP    | Y         | F/N                 |                 |                      |
| CD     | Hardware | 21.1.3     | Keypad: Whenever the machine needs input from Keypad                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | EP    | Y         | F/N                 |                 |                      |
| CD     | Hardware | 21.1.4     | <del>FDK Keys: Whenever the machine needs input from FDK keys</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | EP    | Y/N       | F/N                 |                 |                      |

| Module | Item                                                     | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                               | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP |
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|        |                                                          |            | <b>FDK Keys: Whenever the machine needs input from FDK keys (Mandatory=N)</b>                                                                                                                                                                                                                                                                                          |       |           |                     |                 |                      |
| CD     | Hardware                                                 | 21.1.5     | Cash slot dispenser: When cash is presented at the cash slot for the customer to take it.                                                                                                                                                                                                                                                                              | EP    | Y         | F/N                 |                 |                      |
| CD     | Hardware                                                 | 21.1.6     | Receipt printer slot: Whenever any receipt is out from the machine for txns. like mini statement, failed transaction etc.                                                                                                                                                                                                                                              | EP    | Y         | F/N                 |                 |                      |
| CD     | Interface for Banking software and & Switch Connectivity | 22.0.0     | Vendor to provide utility for converting the Cash Dispenser files, containing transaction details, into ASCII format.                                                                                                                                                                                                                                                  | EP    | Y         | F/N                 |                 |                      |
| CD     | Hardware                                                 |            | <del>There should be 8 FDK keys with Braille Impressions (4 on either side of the Screen) for selecting the various options being displayed on the Screen.</del><br><br><b>CD-Hardware-22.0.1: There should be 8 FDK keys with Braille Impressions (4 on either side of the Screen) for selecting the various options being displayed on the Screen. (Mandatory=N)</b> | EP    | Y/N       | F/N                 |                 |                      |

4B.

| Module | Item            | Feature Id | Features                                                                                                                                                                                                     | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP Submitted |
|--------|-----------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|---------------------|-----------------|--------------------------------|
| SW     | ATM-APPL-SWDIST | A1.1.0     | Machine should be capable of centrally downloading Software / Patches upgrades and idle screen and content distribution when connected with Bank's provided MVS Software.                                    | SP    | Y         | F/N                 |                 |                                |
| SW     | ATM-APPL        | AA.1.1     | <del>Should have built-in eJ viewer with search &amp; print facility</del><br>Should have built-in eJ viewer with search facility                                                                            | SP    | Y         | F/N                 |                 |                                |
| SW     | ATM-APPL        | AA.1.2     | Should have eJ archival and retrieval facility                                                                                                                                                               | SP    | Y         | F/N                 |                 |                                |
| SW     | ATM-APPL        | AA.1.3     | Should be capable of interface through multi-vendor ATM software agent on machine with Bank's Switches i.e. BASE24 or any other Switch introduced by the Bank in future and Multi-Vendor ATM Central Server. | SP    | Y         | F/N                 |                 |                                |
| SW     | ATM-APPL        | AA.1.4     | Cash Dispenser 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                              | SP    | Y         | F/N                 |                 |                                |
| SW     | ATM-APPL        | AA.1.5     | Software for reading the EMV Chip Cards. Smart Card/ chip Card EMV version 4.0, Level 2 approved terminal resident application.                                                                              | SP    | Y         | F/N                 |                 |                                |
| SW     | ATM-APPL        | AA.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                              | SP    | Y         | F/N                 |                 |                                |

| Module | Item     | Feature Id | Features                                                                                                                                                                                                                                                                 | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP Submitted |
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|        |          |            | 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.                                                   |       |           |                     |                 |                                |
| SW     | ATM-APPL | AA.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.                  | SP    | Y         | F/N                 |                 |                                |
| SW     | ATM-APPL | AA.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                                                                   | SP    | Y         | F/N                 |                 |                                |
| SW     | ATM-APPL | AA.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. | SP    | Y         | F/N                 |                 |                                |
| SW     | ATM-APPL | AA.1.10    | Software to support DDC/912 or NDC message emulation.                                                                                                                                                                                                                    | SP    | N         | F/N                 |                 |                                |
| SW     | ATM-APPL | AA.1.11    | Software to support IFX message emulation.                                                                                                                                                                                                                               | SP    | N         | F/C1/C2/C3/C4/N     |                 |                                |



| Module | Item                 | Feature Id  | Features                                                                                                                                                   | Owner | Mandatory | Validation Criteria     | Map your Module | Give Page No. of RFP Submitted |
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| SW     | ATM-APPL             | AA.1.1<br>2 | <del>Software to support ISO8583(all versions) message emulation.</del><br><br>CLAUSE DELETED                                                              | SP    | Y         | F/N                     |                 |                                |
| SW     | ATM-APPL             | AA.1.1<br>3 | Software to support ISO20022(XML) message emulation.                                                                                                       | SP    | Y         | F/C1/<br>C2/C3<br>/C4/N |                 |                                |
| SW     | ATM-APPL-<br>TESTING | B.1.1       | TOM Vendor should arrange for OEM Vendor/Service Provider to deploy support team for testing at the ATM Test Lab whenever required at no cost to the bank. | SP    | Y         | F/C1/<br>C2/C3<br>/C4/N |                 |                                |
| SW     | ATM-APPL-<br>TXNTYP  | C.1.1       | Support Cash Withdrawal from any Bank account (at least 6 accounts)                                                                                        | SP    | Y         | F/C1/<br>C2/C3<br>/C4/N |                 |                                |
| SW     | ATM-APPL-<br>TXNTYP  | C.1.2       | Support Standing Instruction                                                                                                                               | SP    | Y         | F/C1/<br>C2/C3<br>/C4/N |                 |                                |
| SW     | ATM-APPL-<br>TXNTYP  | C.1.3       | Support Loan Account enquiry                                                                                                                               | SP    | Y         | F/C1/<br>C2/C3<br>/C4/N |                 |                                |
| SW     | ATM-APPL-<br>TXNTYP  | C.1.4       | Support Fixed Deposit                                                                                                                                      | SP    | Y         | F/C1/<br>C2/C3<br>/C4/N |                 |                                |
| SW     | ATM-APPL-<br>TXNTYP  | C.1.5       | <del>Support Bunched Note Acceptance</del><br><br>CLAUSE DELETED                                                                                           | SP    | Y         | F/C1/<br>C2/C3<br>/C4/N |                 |                                |
| SW     | ATM-APPL-<br>TXNTYP  | C.1.6       | Support Balance Enquiry                                                                                                                                    | SP    | Y         | F/C1/<br>C2/C3<br>/C4/N |                 |                                |
| SW     | ATM-APPL-<br>TXNTYP  | C.1.7       | Support Mini-Statement                                                                                                                                     | SP    | Y         | F/C1/<br>C2/C3<br>/C4/N |                 |                                |
| SW     | ATM-APPL-<br>TXNTYP  | C.1.8       | Support Card to Card Transfer                                                                                                                              | SP    | Y         | F/C1/<br>C2/C3<br>/C4/N |                 |                                |
| SW     | ATM-APPL-<br>TXNTYP  | C.1.9       | Support Card to Account Transfer                                                                                                                           | SP    | Y         | F/C1/<br>C2/C3<br>/C4/N |                 |                                |
| SW     | ATM-APPL-<br>TXNTYP  | C.1.10      | Support Account to Account Transfer                                                                                                                        | SP    | Y         | F/C1/<br>C2/C3<br>/C4/N |                 |                                |

| Module | Item            | Feature Id | Features                                                                                                                                                                            | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP Submitted |
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| SW     | ATM-APPL-TXNTYP | C.1.11     | Support B 2 B                                                                                                                                                                       | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.12     | Support Visa Money Transfer                                                                                                                                                         | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.13     | 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. | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.14     | Support Institutional Fee Payment                                                                                                                                                   | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.15     | Support Utility/ Bill Payment/ Taxes/ Trust Donation etc.                                                                                                                           | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.16     | Support/ Display of graphics/ animation/ scrolling/ date & time                                                                                                                     | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.17     | Support PIN Change                                                                                                                                                                  | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.18     | Support Fast Cash/ My Favourite option                                                                                                                                              | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.19     | Support Mobile Number Registration                                                                                                                                                  | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.20     | Support Mobile Top-UP                                                                                                                                                               | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.21     | Support Mobile Banking Registration/Deregistration                                                                                                                                  | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.22     | Support SBI Credit Card Bill Payment                                                                                                                                                | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.23     | Support SBI Credit Card Cash Withdrawal                                                                                                                                             | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |

| Module | Item            | Feature Id | Features                                                                        | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP Submitted |
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| SW     | ATM-APPL-TXNTYP | C.1.24     | Support Prepaid Card Cash Withdrawal                                            | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.25     | Support Prepaid Card Balance Enquiry                                            | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.26     | Support SBI Life Insurance Premium payment                                      | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.27     | Support Cheque Book Issuance                                                    | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.28     | Support Stop Cheque enquiry                                                     | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.29     | Support Internet Banking Request Approval                                       | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.30     | Support Aadhaar Number Seeding                                                  | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.31     | Support Cash increase/decrease/short/excess Admin Transactions using admin card | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.32     | Support Channel Manager visit registration                                      | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.33     | Support Dynamic Currency Conversion during transaction                          | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.34     | Support Failure Alert                                                           | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.35     | Support Idle Screen / Advertising                                               | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.36     | Supports for all available and proposed /advanced value added services          | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.37     | Supports OTP Based and Cardless transaction withdrawals                         | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |

| Module | Item            | Feature Id | Features                                                                          | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP Submitted |
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| SW     | ATM-APPL-TXNTYP | C.1.38     | Supports Virtual keyboard at ATM Screens for inserting alphanumeric text/numbers. | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.39     | Support QR code based Transaction                                                 | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.40     | Support Card less Transaction                                                     | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.41     | Support NFC based transaction/contactless transaction                             | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.42     | Support EMV-chip based transactions                                               | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.43     | Support for AKDS                                                                  | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.44     | Support for 3-DES                                                                 | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.45     | Support for supervisory mode cash counter update                                  | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.46     | Support Account Number Masking (on receipt)                                       | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.47     | Support 2 digit Screen for checking Keypad is working                             | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.48     | Support Timed out and Last Transaction Status(LTS) based reversals                | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.49     | Support for MAC (Message Authentication Code)                                     | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.50     | Support 2048-bit or higher encryption standards                                   | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.51     | Support Instant Money Transfer Transaction.                                       | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |

| Module | Item            | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                              | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP Submitted |
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| SW     | ATM-APPL-TXNTYP | C.1.52     | Support for AES                                                                                                                                                                                                                                                                                                                                                       | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.53     | Support for TLS1.2 or higher                                                                                                                                                                                                                                                                                                                                          | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.54     | Support Biometric based Registration                                                                                                                                                                                                                                                                                                                                  | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-TXNTYP | C.1.55     | Customer preferences eg Language, Fixed amount withdrawal etc                                                                                                                                                                                                                                                                                                         | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL        | D.1.1      | Supports Windows 10 or the latest available Windows Operating system                                                                                                                                                                                                                                                                                                  | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL        | D.1.2      | Application interface facilitating all Admin, Reconciliation and MIS functions                                                                                                                                                                                                                                                                                        | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL        | D.1.3      | Provide Text-to-Speech(TTS) support in English, Hindi and regional languages.                                                                                                                                                                                                                                                                                         | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL        | D.1.4      | Terminal should be capable to integrate with custom/3rd party Text-to-Speech(TTS) software.                                                                                                                                                                                                                                                                           | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-VSS    | E.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, solution provider to develop/customise the camera solution using proprietary drivers and/or using proprietary camera application wherever available) | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |

| Module | Item          | Feature Id | Features                                                                                                                                                   | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP Submitted |
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| SW     | ATM-APPL-VSS  | E.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.    | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-VSS  | E.1.3      | Customization if any with the OEM proprietary solution will be the sole responsibility of the Solution provider )                                          | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL      | F.1.1      | EJ format should be parameterised and on the standard format irrespective of make and model of the terminal, as per the requirement of the Bank.           | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-LANG | G.1.1      | Multilingual support for all Official languages as declared by the Indian Constitution or by respective states in India as well as major foreign languages | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-LANG | G.1.2      | Screens                                                                                                                                                    | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-LANG | G.1.3      | Campaigns                                                                                                                                                  | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-LANG | G.1.4      | Receipts Printing                                                                                                                                          | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-LANG | G.1.5      | Text Messages on Screens                                                                                                                                   | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-LANG | G.1.6      | Audio support (Text to speech in preferred language)                                                                                                       | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-LANG | G.1.7      | Disability compliance (Text to speech, longer timeouts, handset detection, FDK to numeric key detection.                                                   | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |

| Module | Item           | Feature Id | Features                                                                                                                                                                                                                                                                                | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP Submitted |
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| SW     | ATM-APPL-EPGEN | H.1.1      | CD Should be capable of integrating with any Endpoint Protection Solution, if any, available with the bank from time to time without any cost to bank.                                                                                                                                  | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-EPswL | H.1.2      | OEM's native ATM Application should be able to block USB ports on the ATM.                                                                                                                                                                                                              | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-EPswL | H.1.3      | OEM's native ATM Application should have firewall functionality.                                                                                                                                                                                                                        | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-EPswL | H.1.4      | OEM's native ATM Application should issue alert/ warning once a threat has been identified.                                                                                                                                                                                             | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-EPswL | H.1.5      | OEM's native ATM Application should block unauthorized installed software.                                                                                                                                                                                                              | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-EPswL | H.1.6      | OEM's native ATM Application should have capability to allocate only required ATM resources to the whitelisted application. The application should monitor during the execution of the application that only whitelisted resources are accessed and log all events at the ATM Terminal. | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-EPswL | H.1.7      | OEM's native ATM Application should be capable of integrating with Bank's provided single centralised management console for managing, administering and pushing the hardening policies                                                                                                 | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |

| Module | Item            | Feature Id | Features                                                                                                                                                                                                       | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP Submitted |
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| SW     | ATM-APPL-EP SWL | H.1.8      | The OEM's native application should have hardening policies for ATM environment and should have out of box prefabricated best practices to reduce installation period without any additional cost to the Bank. | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL-SWDIST | I.1.1      | TOM Vendor should arrange for OEM Vendor/Service Provider for image create for installation either at site directly or before dispatching machine to the installation site.                                    | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL        | I.1.2      | TOM Vendor should arrange for OEM Vendor/Service Provider to support all security review and testing provided by Bank as and when required without any extra cost to the bank.                                 | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| SW     | ATM-APPL        | I.1.3      | 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.              | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |

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| Module | Item      | Feature Id | Features                                      | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP Submitted |
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| MGD    | CASH-MGMT | AD1.1.0    | Tracking delivery of cash                     | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| MGD    | CASH-MGMT | AD1.2.0    | Tracking delivery of cash. Ability of MS tool | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |



| Module | Item      | Feature Id | Features                                                                                          | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP Submitted |
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|        |           |            | to integrate with a generic tracking tool                                                         |       |           |                     |                 |                                |
| MGD    | CASH-MGMT | AD1.3.0    | Analysis of cash usage and cash forecasting                                                       | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| MGD    | CASH-MGMT | AD1.4.0    | Management Reports                                                                                | SP    |           |                     |                 |                                |
| MGD    | CASH-MGMT | AD1.4.1    | - Comparing historical data                                                                       | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| MGD    | CASH-MGMT | AD1.4.2    | - Reporting of trends                                                                             | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| MGD    | CASH-MGMT | AD1.4.3    | - Cost optimization                                                                               | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| MGD    | CASH-MGMT | AD2.1.0    | ESR - Secure electronic interface between Management Centre, Bank and cash replenishment agencies | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| MGD    | CASH-MGMT | AD2.2.0    | ESR - Standardized replenishment data & mechanism to ensure consistent/timely movement of data    | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| MGD    | CASH-MGMT | AD2.3.0    | ESR - Consolidate Settlement and Reconciliation reports across multiple service providers         | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| MGD    | CASH-MGMT | AD2.4.0    | ESR - Identify discrepancies, missed settlements and other performance issues                     | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| MGD    | CASH-MGMT | AD2.5.0    | ESR - Consolidate vault reconciliation reports, settlement reports and bulk cash acknowledgements | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| MGD    | OTC-MGMT  | AE1.0.0    | Centralized Control from Management Centre                                                        | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| MGD    | OTC-MGMT  | AE1.1.0    | Centralized control capability to monitor & control exactly who                                   | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |

| Module | Item      | Feature Id | Features                                                                                                                                                                | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No.of RFP Submitted |
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|        |           |            | may access a particular safe & when                                                                                                                                     |       |           |                     |                 |                               |
| MGD    | OTC-MGMT  | AE1.2.0    | Access control to ensure only authorized users gain time based access to safe.                                                                                          | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                               |
| MGD    | OTC-MGMT  | AE1.3.0    | Capability to take over One Time Combination (OTC) password generating process for CIT agency and to take physical control of the ATM/CD/CDM/ Recyclers, when required. | SP    | Y         | F/N                 |                 |                               |
| OATS   | DIST-MGMT | AF1.0.0    | Software & screen distribution from a central source to facilitate individual configuration & screen displays                                                           | SP    | Y         | F/N                 |                 |                               |
| OATS   | DIST-MGMT | AF1.2.0    | Scheduling download and installation at desired times                                                                                                                   | SP    | Y         | F/N                 |                 |                               |
| OATS   | DIST-MGMT | AF1.3.0    | Scheduled and ad hoc/immediate upload of eJournals                                                                                                                      | SP    | Y         | F/N                 |                 |                               |
| OATS   | DIST-MGMT | AF1.4.0    | Monitoring Job status online                                                                                                                                            | SP    | Y         | F/N                 |                 |                               |
| MGD    | NTWK-MGMT | AG1.4.0    | Use reliable, dedicated IP connection with backup                                                                                                                       | SP    | Y         | F/N                 |                 |                               |
| MGD    | NTWK-MGMT | AG2.2.0    | Notify appropriate agency for activating support                                                                                                                        | SP    | Y         | F/N                 |                 |                               |
| MGD    | NTWK-MGMT | AG2.3.0    | Notify customer at detection, isolation and resolution                                                                                                                  | SP    | Y         | F/N                 |                 |                               |
| MGD    | NTWK-MGMT | AG2.4.0    | Manage incident from detection to resolution                                                                                                                            | SP    | Y         | F/N                 |                 |                               |
| MGD    | NTWK-MGMT | AG3.1.0    | Proactive/predictive analysis & recommendations                                                                                                                         | SP    | Y         | F/N                 |                 |                               |

| Module | Item      | Feature Id | Features                                                                         | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP Submitted |
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| MGD    | NTWK-MGMT | AG3.2.0    | Setting event thresholds based on customer availability needs                    | SP    | Y         | F/N                 |                 |                                |
| MGD    | NTWK-MGMT | AG3.3.0    | Tuning performance by correlating events with performance metrics                | SP    | Y         | F/N                 |                 |                                |
| MGD    | NTWK-MGMT | AG3.4.0    | Order to identify bottlenecks that inhibit availability and performance          | SP    | Y         | F/N                 |                 |                                |
| OATS   | NTWK-MGMT | AG4.2.0    | Remotely implement software upgrades                                             | SP    | Y         | F/N                 |                 |                                |
| MGD    | NTWK-MGMT | AG4.3.0    | Maintain password ownership of configurable managed objects                      | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| OATS   | NTWK-MGMT | AG4.4.0    | Implement logical changes to remotely configurable devices                       | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| OATS   | NTWK-MGMT | AG4.5.0    | Report metrics including device class, location, IP address, circuit information | SP    | Y         | F/C1/C2/C3/C4/N     |                 |                                |
| MGD    | NTWK-MGMT | AG5.2.0    | Update customer help desk about estimated service restoration time               | SP    | Y         | F/N                 |                 |                                |
| MGD    | NTWK-MGMT | AG5.3.0    | Monthly report on fault, performance and configuration metrics                   | SP    | Y         | F/N                 |                 |                                |
| MGD    | NTWK-MGMT | AG5.4.0    | Interpret metrics & make recommendations for improvement                         | SP    | Y         | F/N                 |                 |                                |
| MGD    | NTWK-MGMT | AG6.1.0    | 24 X 7 X 365 monitoring and resolution                                           | SP    | Y         | F/N                 |                 |                                |
| MGD    | NTWK-MGMT | AG6.2.0    | Unlimited incidents                                                              | SP    | Y         | F/N                 |                 |                                |
| MGD    | NTWK-MGMT | AG6.3.0    | Toll free number with multiple lines for service requests (minimum 100 lines)    | SP    | Y         | F/N                 |                 |                                |

| Module | Item      | Feature Id | Features                                                                                                                                              | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No.of RFP Submitted |
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| MGD    | NTWK-MGMT | AG7.1.0    | Call to Network Service Provider and SMS/EMAIL to Bank within 3 minutes of fault occurrence.                                                          | SP    | Y         | F/N                 |                 |                               |
| OATS   | NTWK-MGMT | AG7.2.0    | Remedial remote diagnostics typically performed within 3 minutes                                                                                      | SP    | Y         | F/N                 |                 |                               |
| MGD    | DATA-SEC  | AH.1.0     | IPSEC on circuits that connect the Bank to the vendor's Management Centre                                                                             | SP    | Y         | F/N                 |                 |                               |
| MGD    | DATA-SEC  | AH.2.0     | Secure Shell Security (SSH), TLS1.2 or which higher security protocol between Bank's ATM Switch & Incident Management System/ Banks Monitoring System | SP    | Y         | F/N                 |                 |                               |
| MGD    | DATA-SEC  | AH.3.0     | Secure Socket Layer (SSL), TLS1.2 or which higher security protocol between the Bank and secured web server.                                          | SP    | Y         | F/N                 |                 |                               |
| MGD    | DATA-SEC  | AH.4.0     | Firewall - Fully integrated Internet security and IP networking on one purpose-built platform                                                         | SP    | Y         | F/N                 |                 |                               |
| MGD    | DATA-SEC  | AH.5.0     | Firewall - Access to network always available with VRRP and Firewall synchronization technology                                                       | SP    | Y         | F/N                 |                 |                               |
| MGD    | DATA-SEC  | AH.6.0     | Firewall - Networking OS integrated with third party applications designed for security solutions                                                     | SP    | Y         | F/N                 |                 |                               |

| Module | Item     | Feature Id | Features                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP Submitted |
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| MGD    | DATA-SEC | AH.7.0     | Intrusion Detection System                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | SP    | Y         | F/N                 |                 |                                |
| MGD    | DATA-SEC | AH.8.0     | <p><del>Virus protection, detection and maintenance of virus definitions</del></p> <p><del>The bidder/Supplier should support the Endpoint protection Solution available with Bank else bidder/supplier should provide Virus protection, detection and maintenance of virus definitions for the native application.</del></p> <p><del>(Mandatory = Y)</del><br/><del>(Validation Criteria = F/N)</del></p> <p>The Bidder/Supplier should support the Endpoint Protection Solution available/ provided by the Bank. In case of Bank decides to use the OEM native application at ATM, Bidder/Supplier should provide Virus Protection, Detection and maintenance of Virus definition.</p> | SP    | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | SP    | Y         | F/N                 |                 |                                |

| Module | Item      | Feature Id | Features                                                                                                                                                                 | Owner | Mandatory | Validation Criteria | Map your Module | Give Page No. of RFP Submitted |
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|        |           |            | (e.g. ISO 27001) operational, continuously monitored and improved                                                                                                        |       |           |                     |                 |                                |
| MGD    | DATA-SEC  | AH.10.0    | Logging should be done for user account management, privilege changes, user activity, configuration changes etc.                                                         | SP    | Y         | F/N                 |                 |                                |
| MGD    | DATA-SEC  | AH.11.0    | Adequate redundancy and back up – DR site to support uninterrupted services                                                                                              | SP    | Y         | F/N                 |                 |                                |
| MGD    | HELP-DESK | AI.2.0     | Toll free telephone number with multiple lines (minimum 100)                                                                                                             | SP    | 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 | SP    | 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                                  | SP    | Y         | F/N                 |                 |                                |
| MGD    | HELP-DESK | AI.5.0     | Supplemental support for variations in business patterns                                                                                                                 | SP    | Y         | F/N                 |                 |                                |
| MGD    | HELP-DESK | AI.8.0     | Proactive problem resolutions                                                                                                                                            | SP    | Y         | F/N                 |                 |                                |
| MGD    | HELP-DESK | AI.9.0     | Coordination/management of multi-vendor support                                                                                                                          | SP    | Y         | F/N                 |                 |                                |
| MGD    | HELP-DESK | AI.10.0    | Round-the-clock remote support to all                                                                                                                                    | SP    | Y         | F/N                 |                 |                                |

| Mod<br>ule | Item     | Feature<br>Id | Features                                                                                                                                                                                                                                                                                                      | Own<br>er | Ma<br>nda<br>tory | Validation<br>Criteria | Map<br>your<br>Mod<br>ule | Give<br>Page<br>No.of<br>RFP<br>Submit<br>ted |
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|            |          |               | field engineers and customers in India                                                                                                                                                                                                                                                                        |           |                   |                        |                           |                                               |
| MGD        | REQS     | AJ.11.0       | Services will be provided on 24x7x365 basis                                                                                                                                                                                                                                                                   | SP        | 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                                                                                                               | SP        | Y                 | F/N                    |                           |                                               |
| AMC        | FLM-REQS | AJ.2.0        | Only qualified maintenance personnel familiar with the equipment shall perform all repairs and maintenance services                                                                                                                                                                                           | SP        | 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). | SP        | Y                 | F/N                    |                           |                                               |
| MGD        | FLM-REQS | AJ.4.0        | Supply and replenish journal printer/receipt printer/ATM ribbons (Ribbons should be new, high tensile strength material — 12.7 mm with 24' length — should print                                                                                                                                              | SP        | Y                 | F/N                    |                           |                                               |

| Mod<br>ule | Item     | Feature<br>Id | Features                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Own<br>er | Ma<br>nda<br>tory | Validation<br>Criteria | Map<br>your<br>Mod<br>ule | Give<br>Page<br>No.of<br>RFP<br>Submi<br>ted |
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|            |          |               | <p>approx 5 million characters)</p> <p>Supply and replenish receipt printer-should print approx. 5 million characters</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |                   |                        |                           |                                              |
| MGD        | FLM-REQS | AJ.5.0        | <p>Supply &amp; replenish journal printer &amp; 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 &amp; printing at the ATM will be only on the blank side. Print matter may be changed as and when required.</p> <p>Supply &amp; replenish 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 &amp; printing at the ATM will be only on the blank side. Print matter may be changed as and when required.</p> | SP        | Y                 | F/N                    |                           |                                              |
| MGD        | FLM-REQS | AJ.6.0        | <p>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 &amp; tolerance level of</p>                                                                                                                                                                                                                                                                                                                                                                                           | SP        | Y                 | F/N                    |                           |                                              |



| Mod<br>ule | Item     | Feature<br>Id | Features                                                                                                                                                                                          | Own<br>er | Ma<br>nda<br>tory | Validation<br>Criteria | Map<br>your<br>Mod<br>ule | Give<br>Page<br>No.of<br>RFP<br>Submit<br>ted |
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|            |          |               | slitting should be +/- 0.012"                                                                                                                                                                     |           |                   |                        |                           |                                               |
| MGD        | FLM-REQS | AJ.7.0        | <del>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</del><br><br>CLAUSE DELETED | SP        | Y                 | F/N                    |                           |                                               |
| MGD        | FLM-REQS | AJ.8.0        | <del>Should supply for all ATMs on Bank's network without limitation on quantity</del><br><br>Should supply for all ATMs on Bank's network under this RFP without limitation on quantity          | SP        | Y                 | F/N                    |                           |                                               |
| MGD        | FLM-REQS | AJ.9.0        | Consumable management shall be independent of ATM make, model, type of network and vendor                                                                                                         | SP        | Y                 | F/N                    |                           |                                               |
| MGD        | FLM-REQS | AJ.10.0       | Consumables replenishment to be initiated proactively to ensure ATM does not go down for want of these items                                                                                      | SP        | Y                 | F/N                    |                           |                                               |
| MGD        | FLM-REQS | AJ.11.0       | Clearing journal/receipt paper jams. Clearing of card jams.                                                                                                                                       | SP        | 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                                                                                        | SP        | Y                 | F/N                    |                           |                                               |

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|        |           |            | in the kiosks as per instructions besides replenishing leaflets, brochures etc.                                                                  |       |           |                     |                 |                               |
| MGD    | CASH-REPL | AK.1.0     | Should have own arrangements or with reputed cash-in-transit agencies                                                                            | SP    | Y         | F/N                 |                 |                               |
| MGD    | CASH-REPL | AK.2.0     | Cash-in-transit agencies should have operational experience in handling ATM cash replenishment                                                   | SP    | Y         | F/N                 |                 |                               |
| MGD    | CASH-REPL | AK.3.0     | Should have vault, security guards and other necessary infrastructure                                                                            | SP    | Y         | F/N                 |                 |                               |
| MGD    | CASH-REPL | AK.4.0     | Should have insurance for activities undertaken. Should have 100 % insurance cover for the cash retained in the vault as well as cash-in-transit | SP    | Y         | F/N                 |                 |                               |
| MGD    | CASH-REPL | AK.5.0     | There should be no cap to the number of cash runs performed per day / month                                                                      | SP    | Y         | F/N                 |                 |                               |
| MGD    | POWER     | AL.1.0     | Input and Output Voltage of UPS should be checked                                                                                                | SP    | Y         | F/N                 |                 |                               |
| MGD    | POWER     | AL.2.0     | Input and Output Current of UPS should be checked                                                                                                | SP    | Y         | F/N                 |                 |                               |
| MGD    | POWER     | AL.3.0     | Input frequency of UPS should be checked                                                                                                         | SP    | Y         | F/N                 |                 |                               |
| MGD    | POWER     | AL.4.0     | Battery Life of UPS should be checked                                                                                                            | SP    | Y         | F/N                 |                 |                               |
| MGD    | POWER     | AL.5.0     | Battery Voltage of UPS should be checked                                                                                                         | SP    | Y         | F/N                 |                 |                               |
| MGD    | POWER     | AL.6.0     | Internal Temperature of UPS should be checked                                                                                                    | SP    | Y         | F/N                 |                 |                               |

**Note: Technical evaluation Metric should also be attached here.**

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-D****BIDDER DETAILS**

## Details of the Bidder

| S. No. | Particulars                                                                                                                                                                             | Details |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.     | Name                                                                                                                                                                                    |         |
| 2.     | Date of Incorporation and / or commencement of business                                                                                                                                 |         |
| 3.     | Certificate of incorporation                                                                                                                                                            |         |
| 4.     | Brief description of the Bidder including details of its main line of business                                                                                                          |         |
| 5.     | Company website URL                                                                                                                                                                     |         |
| 6.     | Company Pan Number                                                                                                                                                                      |         |
| 7.     | Company GSTIN Number                                                                                                                                                                    |         |
| 8.     | Particulars of the Authorized Signatory of the Bidder<br>a) Name<br>b) Designation<br>c) Address<br>d) Phone Number (Landline)<br>e) Mobile Number<br>f) Fax Number<br>g) Email Address |         |
| 9      | Details for EMD Refund:-<br>a) Account No.<br>b) Name of account holder<br>c) Name of Bank<br>d) IFSC Code                                                                              |         |

**Name & Signature of authorised signatory****Seal of Company**

**Appendix-E****SCOPE OF WORK FOR CD OUTSOURCING SERVICES****1 Cash Dispenser (CD) procurement, installation and maintenance**

- a) Bidder is responsible for procurement, installation and maintenance of CDs as per the Technical Specifications mentioned in this RFP document.
- b) Bidder should provide all new CDs (not refurbished) with biometric functionality of a particular OEM and particular model with OEM Native application.
- c) The CDs should be maintained by the Bidder / Vendor for the contract period of not less than 7 years. The AMC shall be carried out by OEM or its authorized dealers for a period not less than 7 years.
- d) CDs should be capable of running Multi-vendor Software (MVS) and Endpoint Security Solution (EPS) implemented by the Bank in all its CDs without any hardware changes. The Endpoint Provider will be responsible for testing, integration, commissioning and coordinating implementation of the MVS & EPS, in the CDs to be supplied by the successful bidder(s), without any extra cost to the Bank, as per requirement(s) of the Bank.
- e) ~~CDs deployed should comply with RBI, IBA, EMV, NPCI/NFS guidelines. If any new guidelines are issued by these organizations, the bidder/vendor shall arrange for its compliance / upgradation and bear the cost for the same.~~

CDs deployed should comply with RBI, IBA, EMV, NPCI/NFS guidelines. If any new guidelines are issued by these organizations, the bidder/vendor shall arrange for its compliance / upgradation and bear the cost for the same.

The Bank desires to install endpoints with the latest technologies. The Bidder is liable to bear the full cost of upgrading the Hardware, Software (including Operating System) for any future Operating System Patch, Operating System Upgrade, security patches, Regulatory compliances etc. which require the Hardware or Software of the endpoint to be upgraded. All Such upgrades shall be without any additional cost to the Bank for the entire contract period of 7 years and 3 years extensions thereof. Non-compliance by bidders shall attract penalty of Rs.5000 per day per endpoint from the end date advised by the Bank for compliance. Therefore, it is recommended that bidders install endpoints with higher configurations than the minimum specifications mentioned in this RFP.

- f) ~~Two machines to be supplied under the contract to be provided by the vendor free of cost for testing.~~

Two machines of each OEM to be supplied under the contract to be provided by the vendor free

of cost for testing.

- g) Whenever an OLD / VANDELIZED / NON-WORKING / PROBLEMATIC MACHINE is being replaced with a new one, the following should be facilitated by the Vendor:
- i. Harddisk of old machine should be taken over in the custody by the owner branch & preserved in an envelope with the details of the machine written on the envelope like Terminal ID, its Serial Number, OEM Make, Date of Handover, Last transaction date of the machine, Disposal date (180 days from Handover date) etc. (format in Annexure I). The Harddisk to be kept in Branch Custody for 6 month i.e. 180 days from the handover date. Details of the Harddisk to be entered into the Branch Document Register and shall be subjected to audits.  
After disposal date, if there is no customer disputed transaction data in the disk, the harddisk should be degaussed after permission from Branch Manager and disposed off as per the e-waste policy. Degaussing is simply a demagnetizing process to erase a hard disk. It is required to keep the harddisk for 180 days since that Harddisk contains the EJ, DVSS Images, machine logs etc. of the machine which may be required to resolve customer disputed transactions. The Harddisk to be retained beyond 180 days in case it contains the details of any disputed transaction logs/images/ej till that disputed transaction is resolved. Hence before degaussing and disposal, Branch should check for any disputed transactions from Complain Management Dept.
  - ii. Encrypted Key Pad (EPP) of old machine:- The EPP should be broken off in front of Branch Official and disposed off as per e-waste policy immediately No need to retain the EPP. (format in Annexure 6)
  - iii. TMK will be entered by the Branch Official.

It is the responsibility of the vendor to change/upgrade/customize the infrastructure at all levels (like software, hardware supplied to Bank, Infrastructure at Management Centre, CDM site etc.) for ensuring the compliance to statutory, RBI, IBA and VISA/MasterCard/NPCI etc. requirements at no additional cost to the Bank. Bank reserves the right to close the machine at its discretion for non-compliance of regulatory guidelines.

Vendor has to comply following advisory/guidelines issued by RBI/IBA/GOI and any further modifications and new advisories issued during the contract period:

1. For terminal Security of CD, Cyber Security and IT Examination Cell (CSITE), RBI Advisory No.3/2017 dated 06.03.2018, Circular RBI/2017-18/206 DBS (CO). CSITE/BC.5/31.01.015/2017-18 dated 21st June 2018.
2. For EMV Compliance of CDM, RBI NOTIFICATION No.DPSS.CO.PD No.1298/02.10.002/2017-18; 30th Oct, 2017.

3. For Anti skimming devices to be installed in all CDs, RBI advisory no.13/2017 dated 01.11.2017.
4. RBI Advisory 14/2017 dated 06.12.2017 on Securing the Ecosystem connecting the Bank's ATM switch to Card Networks.
5. For cassette swaps in ATMS RBI Circular RBI/2017-18/ DCM (Plg.) No.3641/10.25.007/201/2017-18 dated 12th April 2018
6. Circular no. RBI/2017-18/152 (DCM (Plg) No.3563/10.25.07/2017-18) dated 06- 04-2018 on Cash Management activities of the banks - standards for engaging the service provider and its sub-contractor.
7. Circular no. RBI/2018-19/183 DCM (Plg) No.2746/10.25.07/2018-19 May 14, 2019 on Outsourcing of Cash Management – Reconciliation of Transactions.
8. Circular no. RBI/2018-19/214 DCM (Plg.) No.2968/10.25.007/2018-19 dated June 14, 2019 on E-surveillance, OTC locks & Grouting.
9. RBI/Circular No. RBI/2019-20/130 DBS(CO).CSITE/BC.5/31.01.015/2019-20 dated 31.12.2019 on Cyber Security controls for Third Party ATM Switch Application Service Providers
10. "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." Voice guidance should be in English, Hindi and all major Indian Regional Languages included in Schedule VIII of Indian Constitution.
11. 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, 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.
12. Vendor should comply all the formats of reports, reconciliation certificate, Electronic Journal, Receipts etc. as required by Bank, RBI, Govt etc.

## **2. Networking for connectivity of ATMs**

### **2.1 Switching**

The CDs have to be interfaced with BASE 24 switch. However, the Bank reserves the right to change the switching interface at any point of time. In such cases it will be binding upon the

selected Bidder to provide the required support to commission the CDs with new switching interface without any additional cost to the Bank.

## 2.2 On-site ATMs & Off-site ATMs

- I. All On-site ATMs and Off-site ATMs should be networked, monitored and managed by the bidder / vendor.
- II. ATM Switch hosted at participating banks' Data Centre and DR locations.
- III. The vendor should provide reliable and uninterrupted connectivity for ATMs. Using any of the last mile like leased line Fiber/Copper, RF, UBR, 4G/5G, VSAT or any upcoming newer technologies will also be acceptable subject to the clearance from Bank's Information Security Department (if not already done).
- ~~IV. The minimum bandwidth in case of VSAT last mile at each location for each ATM should be dedicated 64 Kbps with 100% concurrency (demand as on today). Per ATM bandwidth requirement should match with the day to day requirement. Any software or application upgradation or application demands the bandwidth and the same should be made adequately available to cater to the day to day requirement within the contract period. The same is applicable for other last mile also.~~

The minimum bandwidth in case of VSAT last mile at each location for each ATM should be dedicated 64 Kbps with 100% concurrency (demand as on today). Per ATM bandwidth requirement should match with the day to day requirement.

Any software or application upgradation or application demands the bandwidth upgradation, the same should be made adequately available at no additional cost to the Bank to cater to the day to day requirement within the contract period. The same is applicable for other last mile also.

- V. Bidder should also arrange for backhaul (from service providers BSNL, Bharti Airtel, Vodafone, TCL, Reliance JIO, Sify, Hughes, Tatanet, Railtel etc.), backhauls for connecting to the Bank's ATM Switch and DR. Leased circuits for backhaul links shall not be shared with any other customer.
- VI. The backhaul link each between Networks service provider's Hub/NOC, to banks' Data Centres and Disaster Recovery Centres should be configured with end to end IP Sec should support AES, GCM, SHA2 or any latest encryption which bank may ask as per that



day's requirement in the contract period.

- VII. Services center of the Bidder also need to be connected to banks' Data Centres and Disaster Recovery Centres for monitoring purpose.
- VIII. A backup link of equal bandwidth to the Primary Backhaul links from a different service provider with end-to-end IP Sec/3DES or any higher version should also be provided by the Service Provider with high availability configuration like dual hand-off / dual last mile.
- IX. Router, switches, cables or any network devices required should be owned and installed by the bidder only at all ATM locations. The physical and logical security of these devices are responsibility of the bidder only. The maintenance and up keeping the devices is entirely on bidder only. In case of difficult areas where traveling is challenge, the bidder can manage with dual devices
- X. The bandwidth of backhaul should be minimum of 200% capacity of the anytime peak utilization.
- XI. Bidder should provide, install and maintain routers and/or other network equipment at Bank's banks' Data Centres and Disaster Recovery Centres and at the vendor's Hub/NOC including high availability. This should be done in consultation with banks' Networking Departments.
- XII. The Vendor should allocate dedicated IP addressing scheme in co-ordination with Bank's Networking Department/ System integrator of the Bank.
- XIII. The proposed networking plan with all technology details should be enclosed to the Technical Bid.
- XIV. The Vendor is required to undertake all the up-gradation / installation of Operating System patches as and when required.
- XV. The Vendor should ensure that their network equipment installed at Bank's DC and DRC are on dual power supply including MUX equipment from telecom service providers.
- XVI. If rack is required at DC/DR location the rack specification should match with SBI DC standard rack specifications.
- XVII. The Network should adhere to the following security aspects:

- i. Strong Authentication (authentication)
  - ii. IPSec tunnel for the traffic from ATM to banks' Data Centres and Disaster Recovery Centres, as advised by the bank to ensure data confidentiality.
  - iii. Segregation of proposed network from other customers. If total physical segregation is not feasible, network level access controls including firewalls and router based access control should be implemented to ensure that there is adequate logical separation between the different systems/networks at the Hub/NOC.
- XVIII. The Bank reserves the right to conduct post-implementation audits of the Network to ensure that the security controls are in place.
- XIX. The Vendor should carry out necessary configuration changes in their network, if in future the Bank decides to carry out design modification and/or application modification to the Banks' ATM network, including modification for the security policy implementation. The cost of such configuration modifications should be entirely borne by the Vendor.
- XX. Bidder should have clear Disaster Recovery and Business Continuity Plan and the details of the same should be furnished. Vendor should participate the mandatory IBCE / DR Drills as directed by the bank.
- XXI. Bidder shall carry out necessary configuration changes in their network, if in future the Bank decides to carry out design modification and/or application modification to the Banks' ATM network, including modification for the security policy implementation. The cost of such configuration modifications (including any hardware/software upgrades) shall be entirely borne by bidder. Non-compliance by bidders shall attract penalty of Rs.5000 per day per endpoint from the end date advised by the Bank for compliance.

### 3. Endpoint Migration from MVS+EPS to OEMs Native Software

~~In the event of Bank deciding to switch over from Multi Vendor Software Solution and Endpoint Protection Solution to OEM's Native application, Cash Dispenser should be capable of running OEM's native ATM software and its allied applications (if any) without any hardware changes. The Endpoint Provider will be responsible for testing, integration, commissioning and coordinating implementation of OEM's Native Software in already deployed (or to be deployed) Cash Dispensers, without any extra cost to the Bank, as per requirement(s) of the Bank. The successful bidder(s) to support all activities involved in the switch back to native application along with fulfilling requirements as per RFP. Endpoint provider to ensure timely completion of the concerned activities during the tenure of the contract. The illustrative details have been furnished as under :-~~

In the event of Bank deciding to switch over from Multi-Vendor Software Solution and Endpoint Protection Solution to OEM's Native application, Cash Dispenser should be capable of running OEM's native ATM software and its allied applications (if any) without any hardware changes. The Endpoint Provider will be responsible for testing, integration, commissioning and coordinating implementation of OEM's Native Software in already deployed (or to be deployed) Cash Dispensers, without any extra cost to the Bank, as per requirement(s) of the Bank. The successful bidder(s) to support all activities involved in the switch back to OEM native ATM application along with fulfilling requirements as per RFP including those mention in 4B of Technical and functional specifications. Endpoint provider to ensure timely completion of the concerned activities during the tenure of the contract. The illustrative details have been furnished as under:

- 3.1.1 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.
- 3.1.2 To share Single Point Contact along with Escalation matrix for Solutions Support.
- 3.1.3 To share the following details and any other details required in connection with Endpoints supplied to the Bank, with testing of all the functionalities, proper error codes, health status messages, device status messages etc at the Endpoint.
- 3.1.4 Support for Operating System
  - Windows 10, patches, service packs etc
  - Changes in Operating System or its configuration (environment variable, parameter changes, enabling / disabling services etc)
  - End-user License Agreement (EULA)
  - Any other relevant information including Best Practices
- 3.1.5 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
- 3.1.6 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 behavior or compliance to the NDC Specifications.
- 3.1.7 Fixing of bugs / issues raised during the pre-implementation and pilot phase.
- 3.1.8 To support the functionality tests to avoid any operational level issues.
- 3.1.9 Maintaining endpoint/ATM-Wise version control of Solutions with granularity.
- 3.1.10 Pilot Implementation at two Endpoints of respective models/processors and its variants at live sites identified by the Bank.
- 3.1.11 To provide support for Regulatory compliance
- 3.1.12 To provide sign off post completion of functionality tests.

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 Services (whole or in part (s)) in respect of endpoints (Cash Dispensers) from the Endpoint Provider, when installed with the Multi-Vendor Software and Endpoint protection agents.

### **3.2 Centralized Electronic Journal (EJ) Pulling / software distribution**

In the scenario of migration of MVS to OEMs native software, following conditions to be fulfilled by the bidder.

### 3.2.1 Electronic Journal (EJ)

- a) The ATMs / CDs deployed should be compatible with the EJ pulling software agents such as Tranxit/SDMS/Radia/Infobase etc. and /or with any other EJ pulling agent that may be deployed from time to time. Agent installation on ATMs / CDs as may be required from time to time will be the responsibility of the bidder / vendor and will be done free of cost i.e. without any cost to the Bank.
- b) The Vendor should have the facility to extract the Electronic Journals of all the transactions in each of the ATMs, to a centralized location /Server.
- c) The vendor has to provide EJ on T+1 basis for reconciliation purposes to bank in the format desired by reconciliation software of the bank.
- d) ATM-wise EJs should be stored in the EJ server of the Vendor at a centralized location for minimum period of 6 months. Bidder to ensure EJ pulling from the ATM at specified time as per Bank/vendor's specifications. ATM-Wise EJs pulled are to be spooled separately and pushed to the designated server on daily basis. ATM-wise EJ data should be made available for a minimum period of twelve months. The EJ data may be purged by the Bidder after seeking confirmation of the Bank, after taking necessary Backup and handing over this backup to Bank's Team.
- e) EJ pulling should be done on daily basis and sent to banks' designated servers on T+1 basis.
- f) The Vendor should provide EJ viewer facility to the Bank.
- g) In case of settlement of any claim of the Cardholder by the Bank in the event of non-availability of EJ for the same, the Bank reserves the right to recover the amount of transaction claim from the Vendor.
- h) The process of extracting and sending EJ to Bank's DC:
- i) The EJ's will be pulled each day between 00:00 Hrs and 07:00 Hrs. for the previous day through automated schedules configured for daily EJ pulling at the server.
- j) The EJ's which cannot be retrieved through the automated schedules shall be retrieved and delivered to the Bank on next day before 1.00 p.m.
- k) Customer transactions will take precedence over the EJ pulling process and if a transaction occurs while EJ is being pulled the EJ process will be stopped to complete the transaction. The remaining part of the EJ will be pulled after the transaction is completed.

### 3.2.2 Content Management

- a) Vendor should provide Software and Screen distribution from central location to different CDs rolled out under the tender to facilitate individual configuration and screen displays.
- b) Facility for remote loading of CD screens and Software distribution should be

available including provision of software for such facilities and the activity should be carried out by the bidder/vendor free of cost. The Bank will not provide any software/agent for the same nor pay for these agents separately.

- c) The CD screen will only be used for display of publicity material of Bank or financial institutions which are approved and regulated by entities like RBI, SEBI, IRDA, PFRDA etc. (Subject to compliance with regulatory guidelines). However, the Bank can utilize the ATM screens for displaying its own products (to the extent of 33% of the available time).
- d) The screen distribution should be platform independent – should support Windows 10 operating systems normally installed on Banks CDs.
- e) The system adopted should be capable of distributing screens at CDs running on VSATs, leased lines, CDMA, RF, Wifi etc.
- f) The solution should support PCX, GIF, MPEG, FLC, FLI and other audio / video file formats.
- g) The solution should be capable of centralized distribution of screen at scheduled and ad hoc basis.
- h) The solution should be capable of centralized distribution of software upgrades and patches to the CDs.
- i) The solution should be capable of centralized distribution of antivirus patches to the CDs.
- j) The solution should be capable of distributing screens at specified number of ATMs.
- k) The solution should be capable of performing rollback if the ATM needs to be brought to the previous state.
- l) All necessary hardware / software etc. shall be provided by the bidder for screen distribution.
- m) The connectivity with back up arrangement between the managed center of the bidder and Bank's Data Center and DR Site shall be provided by the Bidder at no extra cost to the Bank.
- n) The bidder shall provide the MIS/Reports confirming the download.

#### **4 Site Implementation Services (SIS)**

~~4.1 The On-site CDs will be installed at the Bank's branch locations. The Bank will provide the following:~~

- ~~a) Site will be provided by the Bank i.e. room with shutter.~~
- ~~b) The electricity connection upto the ATM room.~~
- ~~c) Payment of site rental~~
- ~~d) Separate sub-meter for electricity supply~~

~~e) Expenses for On-site CD relocation (if desired by the Bank).~~

4.1 The On-site CDs will be installed at the Bank's branch locations. The Bank will provide the following:

- a) Site will be provided by the Bank, i.e. room with shutter.
- b) The electricity connection upto the ATM room.
- c) Payment of site rental
- d) Expenses for On-site CD relocation (if desired by the Bank).

**4.2 Site Work Specifications**

A new ambience policy is under consideration and all ATM rooms should conform to it. Bidder needs to conform to the new ambience policy at no extra cost to the Bank. Bidder would be responsible for Site preparation and electric work as per the following specifications:

| Item Description                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>1. FLOORING</b><br/>P/f of 2' x 2" Vitrified ..... colour tiles for flooring (only).<br/>Laying of Tiles for steps and Raisers depending on the site conditions</p>                                                                                                                                                                                     |
| <p><b>2. FALSE CEILING</b><br/>Providing and fixing exposed 'T' section suspended from the ceiling, including necessary framework for the Armstrong type False ceiling.</p>                                                                                                                                                                                   |
| <p><b>3. PAINTING</b><br/>Providing &amp; applying 2 coats of enamel paint to the existing Rolling Shutters</p>                                                                                                                                                                                                                                               |
| <p><b>4. FIXED GLAZING</b><br/>Providing and fixing external fixed glazing comprising of 10 mm Modifloat, Saint Gobain, Asahi make clear glass covered with 100 mm x 50 mm aluminium sections and clip with ..... colour mat finish powder coated (need transparent froster film on glass).</p>                                                               |
| <p><b>5. MAIN DOOR</b><br/>Providing and fixing polycarbonate/glass door comprising of 2" x 2" vertical member and top member, 50 mm x 150 mm top &amp; bottom member, aluminium of Jindal make, black powder coated, floor spring of Indus, Everite, Opel make, clip, sections, 8mm clear Modifloat/ Saint Gobain glass. Aluminium sections with groove.</p> |
| <p><b>6. PANELLING</b><br/>Panelling at entrance and walls to 7ft. / 8 ft. height made of 2" x 2" Aluminium box section with 5mm ISO Aluminium Composite Panel.<br/>Exterior Panelling of shutter with 4 mm Aluminium Composite Sheet with trap door and all accessories.</p>                                                                                 |
| <p><b>7. PARTITION</b></p>                                                                                                                                                                                                                                                                                                                                    |

Providing and fixing of 2"x2" Aluminium Box Section partition with 5 mm Aluminium Composite panel / sheet lapped on front side and back side (only where backroom is available) with 8 MM thick plywood finished with ..... colour enamel paint. Providing and fixing of flush Door with teak wood louvers, and necessary accessories

**8. GROUTING**

Drilling 10"-12" holes in the flooring and hammering metal sleeves in these holes. Putting in Anchor fasteners - min. 8" long anchor fasteners, preferably of Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding.

**9. ELECTRICALS**

Flame Retardant Low Smoke (FRLS) wires of (Finolex/ R.R.Kabl/ Anchor/ Havell's/ Polycab) make are to be used.

4.0 sq. mm wires are to be provided from main supply and air-conditioner power supply, with earth wires of size 2.5 sq mm. 2 Nos Metal clad with 20A MCB for Aircons 2.5 sq mm wires are to be provided for UPS supply circuits, lighting circuits and board light supply with 1.50sq. mm. earth wire. 20 Amps metal clad plug and socket DB is to be provided for input and output supply of UPS 15A Cable tops, cables for input and output to and from UPS Unit. 2 Nos. Metal clad with 20A MCB for UPS input and Output, Providing and fixing modular type switches/ sockets of make Legard, Mosaic/ M.K India wrap around/ Schneider Electric Clipsal/ Anchor – Ave, Woods / Havell's – Crab Tree. 6 Nos light points comprising of 6A Single switch for CFL and LED lights,

**MAIN CABLING**

Providing & laying of 10 Sq. mm. UG cable from ATM main DB to panel board.

**10. EARTHING**

Supply & installation of 500x500x5mm copper plate earthing with 2.5 m long 500mm dia 'B' class G.I. Pipe with No. 8 copper wire from the bottom of pipe to top clamp and perforated holes, cast iron funnel with wire gauge on top of watering arrangement, electrode buried alternative layers of Salt/Charcoal providing double clamp arrangement on top using fastened to the earth electrode with suitable brass bolt & nut as required including masonry chamber construction. P/f of 6 Sq mm PVC insulated copper wire with proper conducting from earth pit to UPS.

**11. DATA CABLING**

Finolex 4 pair Cat - 6 Cable wiring with I / O socket in PVC pipe with proper conducting. Additional Cat 6 cable is required on same root as backup.

**VSAT Cable Conduiting :- Cable to be conduit in flexible pipe with proper clamping from ODU to IDU**

**12. SIGNAGE & LOLLIPOP**

The salient features of the major components governing quality and uniformity of the signage are summarized below :

A) GI Boxing: 175 mm deep using 24 Gauge powder coated GI sheet for TP, Bottom, and side panels and 26 gauge powder coated GI sheet as back panel.

B) Flex: 3M Panagraphics -III/ Avery Dennison Flex -1 only



c) Vinyl: 3M Light Blue - SC3630-8859 and Dark Blue-3630-7625 Avery Dession- Light Blue - 5600LD/0708B and Dark Blue-5600Ld/069B

d) LED: 0.72W, 8000K, minimum 70 Lumens per Module having minimum IP-64 rating of Osram/ Tridonic.

e) LED Modules spacing. Ensuring edge to edge illumination by providing minimum 2.50 LED modules psft of signage Elevation area.

Detailed specifications along with CDR file will be provided at the time of awarding contract.

**13 .ACCESSORIES**

Chair-1 No good quality / branded plastic chairs with handles for Security guard,; Ready make light blue colour plastic Dust Bin -1 No for waste papers

Soft Board for displaying notices- 1 no, 12 mm thick soft board covered with 25 mm X 25 mm teakwood frame covered with blue coloured carpet cloth

Writing Glass -1 No, Brochure Holder -1 No. Fire Extinguisher-1 No.,2 kg. ABC type Burglar Alarm- 1 No, Door Matt 1 nos.

**14. SPLIT AIR CONDITIONERS (INCLUDING PIPING)**

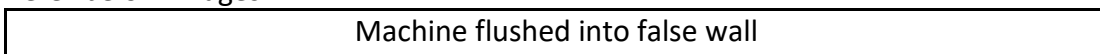
I. Installation of two 1.0 Ton High Wall Split inverter ACs of 5 Star rating with cordless remote of reputed make. With Copper, drain pipe length up to 3 Rmt. & Caging for Outer Units. AMCs to be obtained by the vendor at its own cost.

II. Providing and installation of Switch timer for alternate operation between 2 Aircon units.

III. 3 KVA voltage stabilizer of ISI mark.

**15.** CDs should be installed such that they are flushed into the wall/false wall and all the electrical power points, LAN cables, UPS Batteries, Modems are kept concealed behind the false-wall to create a back room.

a. Refer below images.





- b. A back room required for keeping all peripherals like UPS, Batteries, Modems, e-Surveillance panels etc.



c. Rolling shutter for ATM Room.

## 15. E-SURVEILLANCE

- I. To implement a tested and proven technology solution for Comprehensive Centrally Monitored Electronic Surveillance of ATM installations operated and managed by you to avoid theft, burglary and vandalism in ATM premises and to detect Intrusion or carrying out unauthorized activity in ATM premises.
- II. CCTV camera should be provided in main ATM room, outside the ATM room, in the ATM Back room and a hidden Pin Hole Camera at a suitable concealed location inside the main ATM room. All Cameras should be of IP Cameras with High Resolution (HD 1920 x 1080-pixel resolution) and should be able to record clear images and video in the scenario of dull light at ATM site or the bright light from the background. While viewing the site in real time through CCTV surveillance from Command center of the vendor, there should be no interruptions due to connectivity/Bandwidth related issues.
- III. Installation of Panic button at Main ATM room to be displayed prominently and a notice to this effect including Bank's Toll-free no. for lodging ATM Txn. complaints should also be displayed.
- IV. Detection of lingering or unauthorized activity, motion based monitoring throughout the day using video analytics. Additionally, monitoring using motion detectors through PIR (Passive Infrared) sensor from 10 PM to 6 AM.
- V. To detect the loitering inside the ATM lobby and initiate appropriate actions to deter the same.
- VI. To detect and deter a person wearing helmet, covering/masking the face, trying to carry out any unauthorized or suspicious activity. The command center should warn the person to remove helmet, mask, etc.
- VII. To manage the crowding in the ATM site. If more than designated persons are present at ATM sites, appropriate announcements should be made and appropriate action to be initiated to control the situation.
- VIII. Required Sensors and Devices:
  - a) ATM 1, ATM 2 and more Removal Sensor (Metal contact Sensor).
  - b) ATM 1, ATM 2 and more Seismic sensor / Vibration sensor Zone (to work with UL 291 Business hour and UL 2 91 24-hour ATM Chest).
  - c) ATM 1, ATM 2 and more Chest Door Zone (Plastic Contact Sensor).
  - d) ATM 1, ATM 2 and more Thermal Sensor with Rate of rise feature.
  - e) ATM Back Room Sensor (Metal contact Sensor).
  - f) Removal Sensor Cheque Drop Box, UPS and Battery (Metal contact Sensor).
  - g) CCTV 1, CCTV 2 or more (with IR Vandal Proof Dome Cameras), Speaker & Microphone removal Zone in series
  - h) Speaker and mic Removal Sensor (Plastic Contact Sensor)
  - i) PIR Motion Sensor/ Occupancy Sensor
  - j) Siren
  - k) Panic Switch/ Duress Button at Main lobby of ATM site
  - l) Air Conditioner On / Off sensors (Recording of Date & Time)
  - m) Signage On/ Off sensors (Recording of Date & Time)
  - n) Hood Door open sensor

- o) 10 Hours internal battery Back-up for Alarm Panel, Router, Microphone, Speaker, DVR and all Cameras.
  - p) Mains and UPS power sensing ability (Power Input Sensor- Mains Input (ON/OFF) (Silent Zone)
- IX. Video Verification by viewing images of site on above event.
- X. Storing of Images of Video Verification (3 Months). Vendor to preserve & provide the CCTV footages (images and videos) & ATM's DVSS images for all disputed transaction/vandalism/Theft cases till they are closed/resolved even beyond the period of 3 months if so required.
- XI. Use of 2-Way Audio to deter the attempted crime and the system should be highly capable of clear voice/sound quality.
- XII. Installation of Siren to scare away the culprits if they do not respond to 2-way communications. and installation of fire/smoke detector. Telephone Escalation to related parties on continuation of crime/in case of Fire/Smoke. To contact local police authorities or local fire station.
- XIII. Storing of ticket related notes of conversation with various parties for 30 days. Storing of suspicious/criminal events beyond 90 days, till the closure of the case and submission of reports to Bank authorities.
- XIV. SMS and Emails to bank official by your Management Centre on receiving an alert as per mutually agreed procedure.
- XV. Twice a day video housekeeping to know the clean/unclean status of the site and to provide the related reports to the Circles.
- XVI. Providing mutually agreed reports and vendor is under obligation to provide audio-video footage as per the requirement of the bank. Bank may ask to provide any report as and when required and bidder should be capable of developing the same at no extra cost to the bank.
- XVII. The offered system should have various reporting capabilities such as E-surveillance System down report, ATM wise alert reports, Ticket transaction reports, Mains Power Cut report, Chest Door open report, House Keeping Attendant report and CRA attendance report and connectivity / Link uptime report etc.
- XVIII. The e-Surveillance vendor will be solely responsible to provide such information or footage or image or reports to the police or other regulatory authorities on demand.
- XIX. Quarterly Preventive maintenance of e-Surveillance equipment shall be carried out by the vendor.
- XX. To provide access to real time dashboard for: a) to view the ATM site live by dedicated users, b) to know the status of offline/online e-Surveillance sites and sensors/equipment installed at machines/sites. The entire responsibility of monitoring of dashboard and taking compensatory measures rests on the vendor.
- XXI. The Bank may integrate the e-surveillance installed at BLA sites with its own e-surveillance dashboard. The Vendors should co-operate with the integration conforming to Bank's IS policy at no additional cost to the Bank.
- XXII. Bidder's need to provide its dashboard at bank's premises / location(s) and the dashboard(s) being provided by the bidder, if required, should be able to be integrated with the existing e-surveillance dashboards at no extra cost to the Bank.

- XXII. The Bank may a) Shift ATM machine(s) to new location or b) Add new machine(s) at existing location or c) Replace old ATM machine(s) with new one or d) Renovate ATM Site, having e-Surveillance solution installed, during the contract period. In all the mentioned cases, the bidder must Dismantle/Add/Replace/ Shift/Reinstall the same/new equipment/sensors at existing/new location, as the case may be, without any cost to the Bank.
- XXIII. The time stamping should be available on all images and video footages.
- XIV. All wirings must be concealed and not accessible to an outsider. If any equipment loses its connection with the command center, command center should be able to identify the same within maximum 2 minutes.
- XXV. During the currency of the contract, the system should be upgraded at no extra cost to the bank. Any technological upgradation in CCTV, more specifically due to regulatory/administrative requirement, no extra cost to be charged to the bank.
- XXVI. Preventive maintenance of all the equipment covered under this scope to be carried out quarterly and a mobile application to be developed to submit the PM report to the concerned Circle authorities and the same to be linked with the real-time dashboard.
- XXVII. For any new feature of e-Surveillance which is not available under existing e-Surveillance sites, Service providers need to carry out PoC at their own cost.
- XXVIII. Capability to instantly detect the disconnection of Alarm Panel at ATM site, (such as wire cut, etc.) or disconnection of any of the critical sensor from Alarm Panel and initiate appropriate and corrective actions to detect the reason of disconnection and in the event of occurring of any crime, escalation to the related parties (Police authorities/Bank Officials), to deter/prevent the crime.
- XXIX. Capability to instantly detect the disconnection of CCTV from the Command Centre or non-recording of Videos and images locally at the ATM site or video loss/blacking out/masking the CCTV by any miscreant, and to take appropriate action in case of occurrence of any of the case mentioned as above.
- XXX. Capability to instantly detect if view of the camera/Camera angles has been deviated as per original installations and to initiate appropriate action.
- XXXI. An alert ticket must be raised if Hood door is opened at any time of the day and whole activity should be recorded as a continuous video.
- XXXII. A notice prepared elegantly (shall be approved by the Bank) to the effect that the site is under electronic surveillance shall be displayed on the front door of the ATM site.
- XXXIII. *24 \* 7\* 365 days per year, online support facility*

**Templates of Reports (Will be modified as and when required)**

- 1) Date-wise All Ticket Report with all details that include Date and Time of Alert (To Corporate Centre and LHO)

Date:                      Circle:

| Date | ATM ID | Circle | Region | Location | Event Occurrence Time | Event closure time | Nature of | Total time take | Whether 2-way | Operator Comments (Whether crime) |
|------|--------|--------|--------|----------|-----------------------|--------------------|-----------|-----------------|---------------|-----------------------------------|
|      |        |        |        |          |                       |                    |           |                 |               |                                   |

|  |  |  |  |  |  |  |  |       |             |                     |                                                                          |
|--|--|--|--|--|--|--|--|-------|-------------|---------------------|--------------------------------------------------------------------------|
|  |  |  |  |  |  |  |  | Alarm | on to close | audio used (Yes/No) | prevented, Reported to Police/ Fire Station etc, Telephone escalations.) |
|  |  |  |  |  |  |  |  |       |             |                     |                                                                          |

2) Daily Deterrence Ticket Report

CIRCLE:

| Date | ATM ID | Circle | Region | Location | Event Occurrence Time | Event closure time | Nature of Incidence | How the incidence is deterred | Details of Damage to property/ injury to person, if any | Operator Comments (Reported to whom etc.) |
|------|--------|--------|--------|----------|-----------------------|--------------------|---------------------|-------------------------------|---------------------------------------------------------|-------------------------------------------|
|      |        |        |        |          |                       |                    |                     |                               |                                                         |                                           |

3) Chest Door/ Back Door/ Cheque Drop Box (CDB) Open Report with all details that include Date and Time

CIRCLE:

| Date | ATM ID | Circle | Region | Location | Open time | Close time | Whether chest door, back room or CDB | Whether authorized (Y/N) | Authorized by | Operator Comments |
|------|--------|--------|--------|----------|-----------|------------|--------------------------------------|--------------------------|---------------|-------------------|
|      |        |        |        |          |           |            |                                      |                          |               |                   |

4) Daily e- Surveillance System down report with all details

CIRCLE:

| Date | ATM ID | Circle | Region | Location | System down from (time) | System down up to (time) | Reason (Power / Network ing/ Hardware/ software etc) | Whether Bank has advised to stop Surveillance (Y/N) | Whether power supply inadequate for battery charging (Y/N) | Operator Comments (Action taken to resume , when to |
|------|--------|--------|--------|----------|-------------------------|--------------------------|------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------|-----------------------------------------------------|
|      |        |        |        |          |                         |                          |                                                      |                                                     |                                                            |                                                     |

|  |  |  |  |  |  |  |  |  |  |             |
|--|--|--|--|--|--|--|--|--|--|-------------|
|  |  |  |  |  |  |  |  |  |  | resume etc) |
|  |  |  |  |  |  |  |  |  |  |             |

5) Daily MAINS Power Report

CIRCLE:

| Date | ATM ID | Circle | Region | Location | Mains Power down from (time) | Mains Power down up to (time) | Operator Comments |  |  |  |
|------|--------|--------|--------|----------|------------------------------|-------------------------------|-------------------|--|--|--|
|      |        |        |        |          |                              |                               |                   |  |  |  |

6) Daily Video Housekeeping Reports

CIRCLE: M S SERVICE PROVIDER:

| Date | ATM ID | Circle | Region | Location | Time cleaning started | Time cleaning finished | No of times the room to be cleaned per day | Quality of Cleaning (cleaned Floor only/ glasses also) | 1 <sup>st</sup> or 2 <sup>nd</sup> cleaning on this day | Operator Comments (Informed Channel Manager etc) |
|------|--------|--------|--------|----------|-----------------------|------------------------|--------------------------------------------|--------------------------------------------------------|---------------------------------------------------------|--------------------------------------------------|
|      |        |        |        |          |                       |                        |                                            |                                                        |                                                         |                                                  |

7) Consolidated Monthly performance Report

CIRCLE: MONTH:

| Sl. No | ATM ID | Region | Location | No. of deterrance during the | No. of instance, 2-way audio used | Number of System Down instances during the month | No. of instances excluded for penalty | Penalty to be recovered | Operator Comments (Details of crime prevented, Reported to Police/ Station Fire etc, |
|--------|--------|--------|----------|------------------------------|-----------------------------------|--------------------------------------------------|---------------------------------------|-------------------------|--------------------------------------------------------------------------------------|
|        |        |        |          |                              |                                   |                                                  |                                       |                         |                                                                                      |

|  |  |  |  |       |  |  |  |  |                         |
|--|--|--|--|-------|--|--|--|--|-------------------------|
|  |  |  |  | month |  |  |  |  | Telephone escalations.) |
|  |  |  |  |       |  |  |  |  |                         |

8) Penalty Calculation Sheet ( For instances not excluded)

CIRCLE:                      MONTH:

| Sl. | ATM ID | Region | No. of instances more than 30 min. less than 24 hours | Penalty (10 %) | No. of instances more than 24 hours less than 48 hours | Penalty (50 %) | No. of instance of more than 48 hours less than 72 hours | Penalty (100% ) | Penalty to be recovered    |
|-----|--------|--------|-------------------------------------------------------|----------------|--------------------------------------------------------|----------------|----------------------------------------------------------|-----------------|----------------------------|
| 1   | 2      | 3      | 4                                                     | 5              | 6                                                      | 7              | 8                                                        | 9               | 10 = (4*5) + (6*7) + (8*9) |
|     |        |        |                                                       |                |                                                        |                |                                                          |                 |                            |

9) Daily Installation Progress Report (Monthly report also to be compiled in the same way)

CIRCLE:

| Date | ATM ID | Region | Location | Channel Manager Name | P O Date | Number of installations completed during the month incl this ATM | Number of installations completed from the beginning including this ATM | Target for the month | Remaining number to be completed before March 2015 |
|------|--------|--------|----------|----------------------|----------|------------------------------------------------------------------|-------------------------------------------------------------------------|----------------------|----------------------------------------------------|
|      |        |        |          |                      |          |                                                                  |                                                                         |                      |                                                    |

10) Monthly Availability Report

Service provider:                      Month:

| S | Circle | ATM ID | Location | Region | Rural/SU/U/Metro | Monthly Availability |
|---|--------|--------|----------|--------|------------------|----------------------|
|   |        |        |          |        |                  |                      |

- a. The vendor is required to install and maintain UPS with minimum 4 hours battery backup. At all locations or where electricity availability is erratic, battery backup should be 8 hours is required. However, it is responsibility of the Vendor to arrange for uninterrupted power supply for ATM functioning. In areas where there is load shedding, the Vendor should arrange for alternate Power supply arrangements like Diesel Generator set, solar power, etc. to maintain the prescribed uptime per CD. UPS units should be SNMP enabled for Centralized



Monitoring and control purpose.

### 4.3 Installation of CDs

Bidder/Vendor shall conduct site identification exercise and offer suitable site in the vicinity of locations desired by the Bank. Vendor cannot refuse installation of ATM at the site desired by the Bank. In case of refusal or non installation of CD at the site desired by the Bank a penalty equal to Rs. 5000 per day will be charged to the vendor after 30 days of issuance of PO.

#### New Clause

#### 4.3 - 4.3.0 On-site CDs

Onsite Location: Rental & Electricity will be done and paid by the respective Bank Branch. Housekeeping - There are approx. 700 onsite wherein single ATM may be installed and Housekeeping services will be provided by the selected Vendor through this RFP. Remaining onsite locations may rest with existing MSPs.

Vendor to arrange for connectivity, UPS & Battery, any minor TIS work, grouting, wire concealing, false wall for their ATM.

Insurance of Vendor's ATM & peripheral along with the cash in ATM to be done by Vendor.

E-Surveillance sensors in that ATM, CCTV camera exclusively for that ATM to be installed by the Vendor.

Selected Vendor has to make its own arrangements at its own cost in respect of space for VSAT and roof rights. Bank may facilitate with the landlord. Further, Vendor has the option to use 3G / 4G / SIM based connectivity.

#### 4.3.1 Off-site CDs

Bidder/ Vendor should refer site specifications. Additionally, Bidder/ Vendor would be responsible for the following:

- a. The site should be at the ground floor and on the main road at the prominent locations like corporate outlets, market places, malls, etc.
- b. The area of site shall be 70 - 100 sq ft. suitable for installation of CD.
- c. Site should be accessible round the clock. However, exceptions would be made in case of certain establishments where public access is prohibited after certain time only with prior permission of the Bank. Ramps must be provided for physically challenged, wherever feasible.
- d. Bank will indicate broad area of the centre, name of District, etc.

- e. The Vendor will, however, seek confirmation about the bank's link branch for Cash Replenishment which, in normal course, will be advised within one week by the concerned Regional Business Office.
- f. The Vendor should enter into lease agreement/ownership for the site, roof rights in case of VSAT installation/solar panel installation where new ATMs /CDs are proposed to be installed.
- g. Vendor is responsible for timely payment of Rent, electricity bills, all applicable taxes, lease deed expenses and any other expenses.
- h. Obtaining all statutory approvals from the landlords and municipal and concerned authorities.
- i. Installation and maintenance of UPS with minimum 4 hours battery backup. At locations or where electricity availability is erratic, battery backup should be 8 hours is required. However, it is responsibility of the Vendor to arrange for uninterrupted power supply for ATM functioning. In areas where there is load shedding, the Vendor should arrange for alternate Power supply arrangements like DG set, solar power, etc.
- j. Bank's prior approval is required to be obtained, in case the Vendor desires to relocate any of the CDs for reasons other than request from the Bank at his own cost.
- k Any licenses/authorizations required for installation of ATM at selected site shall be arranged by Bank in the name of the Bank.
- l. Selected Vendor will not install its White Label ATM(s) within vicinity of 500 metre of SBI ATM.
- m. Installation of two 1.0 Ton High Wall Split inverter ACs with 5 Star rating with cordless remote of reputed make. Copper, drain pipe length up to 3 Rmt. Caging for Outer Units.
- n. The vendor must ensure ambient environment for the machines.

#### **5 Site Maintenance and Cleaning services**

- a) The Vendor should ensure maintenance of ambience of ATM site. The site should be stain free, dust free. Vendor should undertake the following site maintenance activities:
  - i. Cleaning and mopping the entire site twice in a day.
  - ii. Cleaning includes flooring, glass door, laminates, ceiling, ATM machine, AC fins, dusting the other fixtures in ATM room.
  - iii. Electrical and lighting maintenance like replacing lights, tubes, bulbs, holders, electrical switches, starters, chokes, etc. as and when required. The problems with the lights including replacements are rectified within 4 hours.
  - iv. All lights within the CD room and outside like Backlit signage, Glow sign boards and all other lights are functioning at all times.
  - v. Conducting earthing checks
  - vi. General maintenance of UPS, AC units, flooring, ceiling, Leakage / Seepage, Signage

- repairs/replacements, replacement & maintenance of Door closures, lights, etc..
- vii. Preventive Maintenance at least once in a quarter under advice to the bank.
  - viii. Pest control services at least once in a year
  - ix. Replenishing posters, stickers as and when required as when required by the Bank and provided the Bank.
- b) Bank officials will inspect the site a least once in a month. The vendor should repair / replace the defective / non-functioning furniture, fittings and equipment within two days of the official communication to the Vendor.
  - c) The Vendor and/or his equipment suppliers/agents/partners should have presence in major cities/district headquarters with support offices and spare part supply depots.
  - d) The Vendor and/or his equipment suppliers/agents/partners should have adequate number of engineers and trained personnel to ensure quick resolutions and minimum downtime.

#### **Caretaker services**

- ~~a) Caretaker to be provided by the vendor wherever Bank or Law enforcement agencies asks for it at no extra cost to the Bank.~~
- ~~b) The vendor must ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with while providing caretaker services. The vendor may have to execute an indemnity bond in favour of the Bank in this regard.~~
- ~~c) If the Vendor proposes to engage services of other agencies, full details of all contractors parties to be enclosed.~~

#### **Caretaker Services**

- a) Caretaker Services are not required under the scope of this RFP, however, Selected Vendors are required to provide caretaker services at no extra cost to the Bank in the emergency requirement or wherever the same is needed by the Law Enforcement agencies.
- b) The vendor must ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with while providing caretaker services. The vendor may have to execute an indemnity bond in favour of the Bank in this regard.
- c) If the Vendor proposes to engage services of other agencies, full details of all contractors parties to be enclosed.

## 5.1 Managed Services for ATMs

### 5.1.1 DEFINITIONS

1.1. **“ATM Loss”** means loss of Valuables from a single ATM in respect of which the services are provided. The amount of 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. ATM Losses do not include any loss of Valuables occurring outside the immediate physical proximity of the ATM, including but not limited to losses occurring while such Valuables are in transit or are in storage at a vault or similar location.

1.1.1. The amount of an ATM 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 :

- 1) ATM equipment malfunction in respect of non-ATM Provider machines;
- 2) mistakes in ATM loading including, without limitation, Currency dispensed due to mis-loaded denominations, mis-configured cassettes, or mis-loaded cassettes;
- 3) discrepancies between network reports and ATM bill counter totals (in the event of such discrepancies, bill counter totals shall be deemed conclusive); (d) Bank’s mistakes in verification;
- 4) burglary; or
- 5) damage from breakage and
- 6) vandalism.

1.2. **“Loss Liability Limit”** means the maximum amount of Service Provider’s liability for an ATM Loss. The ATM Loss Liability Limit is **Rs.60,00,000/- (Rupees Sixty lacs only) per ATM.**

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 ATM Provider or 15 days from the date of delivery whichever is earlier.

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

1.6. **“Maintenance Effective Date”** shall 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.

1.10. **“First Line Maintenance (FLM)”** is defined in this appendix.

- 1.11. **“Occurrence”** means a single event or a series of related events resulting in a loss or losses.
- 1.12. **“Response Time”** means interval between the bank/MVS vendor’s call to the MSP and MSP’s arrival at the ATM.
- 1.13. **“Bank Preventable Calls”** means a service call, which could have been avoided, had Bank properly undertaken Bank’s obligations hereunder. Bank preventable calls include but are not limited to, calls for FLM to replenish supplies, because Bank (or a CIT directly contracted by Bank) neglected to do so during normal business hours, at such locations where managed services have not been availed of by 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 vendor. The recurring expenditure relating to connectivity shall be borne by vendor. Cost of licenses/software/hardware/ services required to provide Managed Services will be borne by the Managed Service Provider.

| 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                                                                        |                           |                                        |
| 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 CD/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                               |
| Joint Custodian1 name                    |  | Outsourced Agency Name _____             |
| Mobile No.                               |  |                                          |
| PF No./Employee no                       |  |                                          |
| Joint Custodian2 name                    |  |                                          |
| Mobile No.                               |  |                                          |
| PF No./Employee no                       |  |                                          |
| Connectivity Vendor                      |  | TMK Set No. _____                        |
| Machine IP                               |  |                                          |
| Gateway IP                               |  |                                          |
| <b>Bank Detail</b>                       |  |                                          |
| Owner Branch:                            |  | Cash-link Branch                         |
| 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 :                               |
| <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 (Y/N)     |
| Touch Screen :                           |  | Regional (Y/N) _____                     |
|                                          |  |                                          |
|                                          |  |                                          |

## 5.2 Management Center Activities:

### 5.2.1 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").

### 5.2.2 Monitoring and ensuring improved uptime/availability:

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.

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

#### 5.2.4 Remote Monitoring

- 5.2.4.1. Remotely poll devices at intervals that detect problems immediately on occurrence.
- 5.2.4.2. Detect events that exceed set thresholds.
- 5.2.4.3. Use Simple Network Management Protocol (SNMP) for polling, wherever SNMP cards are provided for UPS and necessary feed is received.
- 5.2.4.4. Use reliable, dedicated IP connection with backup.
- 5.2.4.5. Endpoint/ATM cash forecasting. Daily order recommendation
- 5.2.4.6. Potential cash out/cash full warning for endpoint
- 5.2.4.7. Centralized monitoring and control over access to endpoint and safes

### 5.2.5. Fault Identification – remote diagnostic tools to be used (if provided by the Bank)

- 5.2.5.1. Notify appropriate agency for activating support.
- 5.2.5.2. Notify customer at detection, isolation and resolution.
- 5.2.5.3. Manage incident from detection to resolution.
- 5.2.5.4. Performance Management:
- 5.2.5.5. Proactive/predictive analysis & recommendations.
- 5.2.5.6. Setting event thresholds based on customer availability needs.
- 5.2.5.7. Tuning performance by correlating events with performance metrics.
- 5.2.5.8. Order to identify bottlenecks that inhibit availability and performance.
- 5.2.5.9. Automate collection of key performance metrics.
- 5.2.5.10. Normal functioning of DVSS based on the feed from ATM/Bank's.



5.2.6. Inventory Management

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

5.2.7. Reporting :

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

5.2.8. Service levels :

- 5.2.8.1. 24 \* 7 \* 365 days monitoring and resolution.
- 5.2.8.2. Unlimited incidents.
- 5.2.8.3. Toll free number with multiple lines for service requests (minimum 100 lines).

5.2.9. Response Time

- 5.2.9.1. Intimation to Bank within 3 minutes of fault occurrence.
- 5.2.9.2. Initiation of remedial action within 3 minutes from occurrence.
- 5.2.9.3. 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.
- 5.2.9.4. Vendor shall attend to tickets raised by mobile application/e-surveillance system/any other system as approved by the Bank from time to time.

5.2.10. 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.

- 5.2.10.1. The Selected bidder shall maintain the target availability at all levels as stipulated by the Bank in subsequent paragraphs.
- 5.2.10.2. ENDPOINT availability will be measured using Banks' Monitoring System for which an access will be provided to Management Support Center Helpdesk team.

- 5.2.10.3. 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.
- 5.2.10.4. 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.
- 5.2.10.5. 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.
- 5.2.10.6. All machines/endpoints of the Bank will be categorized in 2 types and maintain the availability mentioned there against :

| Category          | Minimum targeted Uptime / Availability per month |
|-------------------|--------------------------------------------------|
| VIP- endpoints    | 98%                                              |
| Regular endpoints | 95%                                              |

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

5.2.11. Central Helpdesk at Management Center:

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.

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

- 5.2.11.1. 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.
- 5.2.11.2. 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
- 5.2.11.3. Vendor's support staff should be well trained to effectively handle queries raised by the Bank customer / employees / service providers etc.
- 5.2.11.4. The expected time of resolution should be average 3 minutes per call which are of routine nature.

- 5.2.11.5. 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.
- 5.2.11.6. Receive telephone call from external customer, identify the caller, log and create the incident ticket and assign the incident priority.
- 5.2.11.7. Browser-based solution to enable branches to log incidents and track resolutions.
- 5.2.11.8. Supplemental support for variations in business patterns.
- 5.2.11.9. Automatic escalation tools and procedures.
- 5.2.11.10. Customized report options.
- 5.2.11.11. Proactive problem resolutions.
- 5.2.11.12. Coordination / management of multi-Vendor support.
- 5.2.11.13. Round-the-clock remote support to all field engineers and customers in India.
- 5.2.11.14. Vendor shall provide the required documents to the Bank's official.
- 5.2.11.15. Toll free telephone number with multiple lines (minimum 100)
- 5.2.11.16. Vendor shall display the contact number for any support.
- 5.2.11.17. 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.
- 5.2.11.18. Escalation process should be in place for unresolved issues
- 5.2.11.19. 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.

- 5.2.11.20. Selected Bidder must provide with a dedicated and exclusive team at the Management Center
- 5.2.11.21. Maintenance of up-to-date documentation on SOP for day-to-day activities,
- 5.2.11.22. 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.
- 5.2.12. Management and Administration of Help Desk.
  - 5.2.12.1. 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 equipment / services, and to track all incidents at periodical intervals to enable that the error is rectified within reasonable time.
  - 5.2.12.2. The Managed Services 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 Management Centre shall provide suitable reports giving details of activity undertaken as above with exception situations involving breach of related SLAs.
  - 5.2.12.3. All incidents which are either auto logged / manually logged under the Incident Management System should be followed up till resolution of problems.
  - 5.2.12.4. 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.
  - 5.2.12.5. In case of communication error, Vendor shall take up with the connectivity Service Provider immediately and follow up rigorously till the fault is rectified
  - 5.2.12.6. 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.
  - 5.2.12.7. 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).

- 5.2.12.8. Proactive and reactive review of hardware performance and service providers' performance in relation to SLAs
- 5.2.12.9. Proactive problem resolutions.
- 5.2.12.10. Supplemental support for variations in business patterns.
- 5.2.12.11. Scheduled Maintenance Jobs.
- 5.2.12.12. Use of data analysts for improving uptime of endpoint and its implementation.
- 5.2.12.13. Providing various reports detailing performance of the network on pre-agreed criteria.
- 5.2.12.14. Management reporting, including exceptions for SLAs of all connected service providers.
- 5.2.12.15. Assistance in meaningful analysis of performance for improving uptime and availability of endpoints.

5.2.13. 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. All incidents which are either auto logged / manually logged under the Incident Management System should be followed up till resolution of problems.

In case of communication error, Vendor shall take up with the connectivity Service Provider immediately and follow up rigorously till the fault is rectified

5.2.14. Modules :

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

5.2.15. 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.

5.2.16. 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.
- a. Escalation shall be necessary for other defined events, like supervisory activity in a particular period of the night.

5.2.17. 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.

5.2.18. Bank's Responsibilities

5.2.18.1. 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.

5.2.18.2. 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.

5.2.18.3. Third Party Service Providers :

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

5.2.19 Bidder should provide connection between the Services Centre and ATM switch with high level security standards like network connectivity through IPSEC / 3DES dedicated servers located at Bidder's end to remotely run special commands, firewall / De Militarized

zone (DMZ) and other IP security methods

### 5.3 Central Help Desk for ATM fault reporting and queries

- a) Bidder should provide a help desk that provides single point of contact manned by expert personnel for all service teams / managing multiple parties involved in resolving ATM uptime related problems.
- b) The Central help desk should be customized to cater to the Bank's requirements, which eliminates any process duplication. In addition the successful bidder would be expected to have a service centre with dedicated telephone number in each of the districts in the geography for which they are implementing the contract.
- c) Bidder should install a dedicated telephone number with multiple lines to support the load of incoming calls without rejection and receive all service requests via that number.
- d) Bidder should ensure the highest level of availability of each CD terminal and entire ATM Network through Help Desk Services.
- e) Single, integrated view of the network of the ATMs should be provided by Bidder to know the status of each ATM. Any discrepancy noticed must be rectified immediately in coordination with switch vendor and any third party vendor involved
- f) A web-based application with reporting tool should be made available to the Bank's ATM Dept. for monitoring performance of the ATM network.
- g) The Vendor should maintain complete confidentiality in the matters related to CD as they deal with the financial / customer data pertaining to the Bank.

### 5.4 FLM Services

5.4.1 The Vendor should attend to the following matters as are standard FLM Services calls:

- a) Clearing Paper Jam of Receipt Printer roll
- b) Removal or clearing of currency jams and captured cards.
- c) ~~Supply and Replenishment of consumables such as JP Paper, Receipt paper, etc. without any quantitative limit.~~

Supply and Replenishment of consumables such as Receipt paper, etc. without any quantitative limit

- d) Site maintenance, maintaining environmental conditions and Cleaning work as mentioned above in Scope of Work.
- e) Machine resets, CIT caused errors and other reasonable requests. f) Replacement of defective LAN cables
- g) Taking backup of camera images (of all three camera mentioned in Technical

- Specifications) on monthly basis on a suitable backup media and handing over the same to the controlling office.
- h) Maintaining proper register of the backup taken for DVSS with acknowledgement from Controlling Office and handover of backup to Controlling Office.
  - i) Bidder under FLM services should replenish the consumable like paper for receipt printer and printer ribbon without any quantitative limit.
  - j) If Thermal Paper used for Receipt, it should have the quality to retain the print at least for one year period.

5.4.2 Vendor should provide FLM services on 24 X 7 X 365 basis.

5.4.3 Preventive Maintenance should be conducted once in a quarter to ensure that the ATM is maintained in good operating condition and the report should be submitted to the Controlling Office concerned. Preventive Maintenance may be scheduled at a time convenient Bank i.e. it should not affect the customer service.

## **5.5 Cash Replenishment / Cash Evacuation Services:**

While Vendor may engage “Cash-in-Transit (CIT) / Cash Replenishment (CRA)” agencies as per norms/parameters set by the Bank in Annexure 1 for this purpose, Vendor alone shall be accountable to the Bank and responsible for mandatory Service Level Agreement (SLA). The Vendor shall be wholly responsible for meticulous compliance by CIT agency of stipulations as given in the Agreement. All pecuniary liabilities arising out of Cash Related Services shall be to the account of the Managed Services Vendor.

The Vendor shall comply with Bank’s instructions in this regard from time to time. Vendor alone shall be accountable to the Bank and responsible for mandatory Service Level Agreement (SLA). The Cash related activities shall include, inter alia, receiving cash from a designated Centre /branch of the Bank / Reserve Bank of India (in case of strike in Banking sector except in RBI/Natural calamities) and replenishing the same in endpoint on the same day performing End of Day (EOD) functions at site and furnishing detailed MIS as required by the Bank. The Vendor / CRA shall be responsible for reconciliation of cash and resolution of all complaints related to ADMIN transactions at the ENDPOINT and Vault end. In this regard, vendor shall adhere instructions issued by the Bank from time to time in the interest of the Bank, latest instructions issued by RBI vide its letter No. RBI/2018-19/183 DCM(Plg) No. 2746/10.25.07/2018-19 dated May 14, 2019.

Transit Loss liability for the Vendor will be the total amount given by the Bank to the vendor or to the CIT agencies engaged by them.



Vault Loss liability for the Vendor will be the total amount given by the Bank to the vendor or to the CIT agencies engaged by them less the amount actually replenished out of that total amount plus the amount actually evacuated, if any.

Captioned services will be availed at the endpoints located anywhere in India at the discretion of the Bank

5.5.1. Cash Appendix:

5.5.1.1. The Contract between Bank and Vendor with respect to Cash Replenishment Services/Cash Replenishment Services (“Services”, as more fully described herein) consists of the Managed Services Agreement (“MS Agreement”) and this Cash Appendix.

5.5.1.2. If a conflict exists between the terms and conditions of MS Agreement and this Cash Appendix, the order of precedence shall be (a) this Cash Appendix; and (b) the MS Agreement.

5.5.2. Definitions:

As used herein, the following terms shall have the following meanings:

5.5.2.1. “ATM Loss” shall have the same meaning as defined in clause 5.1.1 in the scope of work.

5.5.2.2. “ATM Loss Liability Limit” shall have the same meaning as defined in 5.1.1 in the scope of work “Currency” means currency notes and “Valuables” means Currency and, only to the extent Bank and Vendor have agreed in writing, other identified types of negotiable instruments or items of value.

5.5.2.3. “Initial Currency Load” means the first currency load for a new ATM installation or conversion. Initial Currency Loads must be scheduled at least 2 weeks in advance.

5.5.2.4. “Scheduled Cash Replenishment Services” or “Cash Replenishment Services” are scheduled cash replenishments that are performed in adherence to a replenishment schedule that is recommended in indents raised by Vendor.

5.5.2.5. “Unscheduled Replenishment Services” means Cash Replenishment prior to or post the scheduled replenishment to prevent depletion of currency level in the ATM

5.5.2.6. “Transit Loss” means a single occurrence of the loss of Valuables from a vehicle owned, operated by, or under the control of Vendor’s designated subcontractor.

5.5.2.7. ~~“Transit Loss Liability Limit” means maximum liability for a single Transit Loss Liability Limit is Rs. 5 Cr/- (per transit).~~ Transit Loss Liability Limit means maximum liability for a

single Transit Loss Liability Limit as per MHA guidelines, which is currently at Rs. 5 Cr/-(per transit).

5.5.2.8. "Vault Loss" means a single occurrence of the loss of Valuables from a vault or other secured facility owned, operated by, or under the control of Vendor's designated subcontractor.

5.5.2.9. "Vault Loss Liability Limit" means Vendor's maximum liability for a single Vault Loss Liability Limit is Rs. 10 Cr/-(per vault).

5.5.3. Term:

The term of this Cash Appendix shall continue till the validity of the Agreement.

5.5.4. Commencement of Services:

Vendor shall commence the Services under this Cash Appendix within 30 (thirty) days from the Effective Date after identification of the ATMs for the Cash Replenishment Services. The parties shall agree to add more ATMs at subsequent dates as per requirement of the Bank. For such additional ATMs, Vendor shall commence services within 30 (thirty) days of acceptance of order from the Bank.

5.5.5. Scope of Services :

5.5.5.1. Bank and Vendor have agreed that Vendor shall provide Cash Replenishment hereunder through one or more Secured Cash Van car carrier or "cash in transit" subcontractors (the "CIT"). The Vendor shall provide Cash replenishment/ Cash evacuation services as and when required by the Bank. Bank expressly acknowledges that (a) Vendor shall be subcontracting responsibility for the Cash Replenishment Services to the CIT; (b) Vendor has identified the CIT to Bank; (c) Bank accept and do not object to the appointment of the CIT if it is as per the norms/parameters set by the Bank in Annexure 1.

5.5.5.2. Vendor shall manage and report all cash placements, store spare currency for Scheduled and Unscheduled Replenishments, in the manner, frequency and amounts mutually agreed with Bank.

5.5.5.3. Bank shall provide the required sorted cash (as per denominations as mentioned in indents raised by Vendor) of-fit notes to the CIT. Cash indents shall be submitted at cash link branches adequately in advance. Cash is to be issued by Bank from one or more designated branch in each city identified for this purpose. In case of emergency, Bank may direct CRA to collect cash from any other branch in the city. Vendor shall

submit to Bank's designated branch a list of CIT's authorized signatories to sign withdrawal slip; and CIT's authorized operation staff.

5.5.5.4. CIT shall withdraw cash from designated branch against withdrawal request as per format mentioned in Annexure - 1 to this Cash Appendix and supporting documents i.e. Vendor indent as per format mentioned in **Annexure - 2** to this Cash Appendix, Current Account cheque signed by authorized signatories of CIT. Cash indents shall be submitted to the Bank designated branch (Nodal Branch) via E-mail / fax to facilitate them to arrange delivery of cash.

5.5.5.5. Cash Replenishment Services includes the following services:

5.5.5.5.1. Administrative Maintenance - The CRA/CIT shall conduct EOD activity on ATM on daily basis and submit necessary reports. At the time of daily end of day activity, CIT shall retrieve and account for mutilated cash from the divert cassette; replenish receipt tapes, ribbons and print cartridges, if required.

5.5.5.5.2. ATM Balancing - At the time of daily end of day activity CIT shall reconcile physical cash in the ATM cassettes and in the purge bin (reject bin) with the ADMIN balance (end cash shown denomination wise in ADMIN slip) The CIT shall not zerorise the counter. Balancing receipts shall be returned to Bank next working day. The CRA/CIT shall perform ADMIN activities at ATM as directed by the Bank.

5.5.5.5.3. Cash Replenishment:

5.5.5.5.3.1. Cash Replenishment means CASH ADD i.e. additional cash to be replenished shall be added in the ATM cassettes and the management and reporting of all cash placements in the manner and amounts the Vendor's cash management tool specifies. If cash replenishment is scheduled for a particular ATM the administrative maintenance and ATM balancing activity shall be performed along with cash replenishment.

5.5.5.5.3.2. The Vendor shall ensure that the entire cash handed over by the Bank is replenished in the ATMs by end of the day against which it had been provided.

5.5.5.5.3.3. The replenishment of cash shall ordinarily be done once a day, unless second loading is required due to unexpected high withdrawals or any other reason as Bank may deem necessary. In such cases Bank shall specifically advise the Vendor to perform second replenishment activity. The Vendor should take immediate steps for second replenishment on receipt of such information from the Bank by

any means of communication including e-mail and telephone. The Vendor shall be paid no additional cash for such second loading.

5.5.5.5.3.4. The cash replenishment activity shall be conducted by the joint custodians at the ATM.

5.5.5.5.3.5. The Vendor shall ensure that no cash out in ATM due to delay in the replenishment on their part.

5.5.5.5.4. Currency Vaulting Service

**(a) Daily Overnight Vaulting Facility (T-1 Vaulting):**

The Bank shall avail the daily overnight vaulting facility wherever vaults are available.

T is the replenishment day.

With this arrangement, the replenishment of cash in ATMs can begin at early morning hours by providing cash to vendors 1 day prior (T-1) to replenishing day (T) at the centres where Vaulting Facility is available. The vendor will share the ATM wise, denomination-wise indent on T-2 day to the respective Currency Chest/ Cash-linked branches of the ATMs.

After going through the indents, the branch shall advise the vendor its cash availability position and arrive at the final indent on the T-2 day itself.

The indented cash will be given to the CITs on T-1 day during the Banking hours.

The CITs to commence cash replenishment early morning next day i.e. the T day and replenish all the machines on the T day for which the cash was provided to them on T-1 day.

In case, any machine is faulty and the fault can't be resolved at the time of cash replenishment, then the cash provided for that machine to be returned to the Branch before the closing hours of the Branch. In case of emergency, or Branch is closed, or any other cases deemed fit by the Bank, Bank shall provide specific instructions and permission for vaulting. In case of vaulting, CIT shall store cash in locked and/or sealed containers in the vault, separate from other customers' valuables maintained at the vault. The Vendor & CIT should inform the Branch the next day and can use the cash for replenishing other ATMs.

The Vendor should provide Cash Balance Report (CBR), Vault Closing Balance Report (VCB) and Overage & shortage report (OSR) to BANK designated linked branch daily via email. The Branch shall reconcile the same on daily basis.

Vendors/CITs should have adequate Insurance for the Bank's cash in vault and a copy of the same should be submitted at LHO.

As daily vaulting is permitted, the vendors to ensure compliance on the following:-

- i. Cash outs should be zero. All efforts will be made by Bank to provide the indented cash 1 day prior with overnight vaulting provision in the required denominations.
- ii. VIP / High-Hit ATMs to be replenished twice/thrice a day, if required.
- iii. In no case, idle cash should be present in ATMs. There should not be over-indenting of cash.
- iv. Vaults will be subjected to audits by the Bank/Auditors whenever required.
- v. Sufficient insurance has to be ensured and a copy of the policy to be provided to LHOs.

**(b) Wherever daily overnight Vaulting not available**

T day: Replenishment day

The vendor will share the ATM wise, denomination-wise indent on T-1 day morning to the respective Currency Chest/ Cash-linked branches of the ATMs.

The branch and vendor to arrive at the final indent on T-1 day. The branch shall keep the cash separately ready at T-1 End-of-day so that the cash be provided to CITs early morning on the T day.

CITs to collect cash early morning and commence replenishment on the T day.

The balance in CIT's zero balance account should be nil by end of day. No cash shall be vaulted in CRAs offices/premises. In case of emergency or any other cases deemed fit by the Bank, Bank shall provide specific instructions and permission for storing of cash. In such case , CIT shall store cash in locked and/or sealed containers, separate from other customers' valuables maintained with CIT. The amount of cash with CIT shall be reflecting in CIT's zero balance account.

5.5.5.5. Settlement & Vault Reporting

CIT shall prepare daily end of day activity report as per format mentioned in Annexure - 4 to this Cash Appendix, supervisory counters and admin slips under the signature of CIT's representative/s performing cash replenishment and submit to Bank next working day. Vendor shall provide Cash Balance Report (CBR), Vault Closing Balance Report (VCB) and Overage & Shortage Report (OSR) as per format mentioned in Annexure - 4 to Bank designated linked branch daily via e-mail.

5.5.5.6. Vault Balancing

Daily, Vendor shall provide CIT's records of cash received and cash disbursed to and from the vault with the previous day's verified records. The closing balance shown in the vault closing balance report (VCB) should be equal to balance reflected in the CIT's zero balance current account.

5.5.5.7. Currency Sorting

The CIT agencies shall check the quality and quantity of the currency notes at the time of delivery by the Bank before taking the same to their vaults and Bank shall take acknowledgement of the cash handed over to CRA in a register maintained for the purpose. If any shortfall is noticed thereafter, Vendor shall be responsible for the same. Wherever possible, Bank shall provide to the CIT agencies space and Note Sorting machines for the purpose. Forged/soiled notes may be returned to the Bank immediately thereafter. Any subsequent claim for forged/soiled notes shall not be accepted by the Bank.

5.5.5.8. First Line Maintenance (FLM)

5.5.5.8.1. FLM calls shall be attended by Vendor at ATM to identify and resolve following issues:

- Clearing currency jams
- Clearing purge bin jams
- Clearing printer jams

Any other activity required to ensure dispensation of cash.

5.5.5.8.2. Bank shall levy penalty of Rs.1000 per incident, if Reject Bin full is not cleared within 4 hours

- 5.5.5.5.8.3. FLM calls related to bottom hatch of the ATM that requires opening of ATM safe / vault shall be attended by Vendor appointed CIT. Response time for attending FLM calls shall be 2/4 hours for VIP/Non VIP ATMs

For this Cash Appendix, Response Time means the time taken by CIT to attend the FLM call from the time the call is logged with Vendor's management Centre.

- 5.5.5.6. Vendor shall not be responsible for cash outs and related downtime of ATM if it arises due to following reasons:

5.5.5.6.1. Quantum of cash not received as per indents raised by Vendor.

5.5.5.6.2. Cash not received as per denominations indented

5.5.5.6.3. If the ATM stops dispensing a particular denomination and it is needed that the ATM should be configured to continue dispensing the other remaining denomination.

5.5.5.6.4. If cash is not provided by Bank before 12 noon to the CIT.

5.5.5.6.5. If ATM is down when CIT arrives at the ATM site for cash replenishment.

5.5.5.7. Any shortage of cash because of CRA activities whatsoever and for whatever reason shall be made good to the Bank within 7 days without waiting for admissibility or settlement of the insurance claim. Any amount of such insurance claims received by the Bank shall be remitted to CRA by the Bank after adjustment of outstanding dues if any. The CRA shall ensure correctness and genuineness of the cash and shall take only ATM fit currency notes for replenishment to its possession. Counting facility for currency notes shall be provided by the Bank. Once the note packets are taken out of Bank's premises the Vendor would be responsible for shortage and fake currency if any, noticed subsequently.

5.5.5.8. ATM serviced pursuant to this RFP shall be equipped with the Mas Hamilton /KABA/ S&G Lock / Securam (OTC) / equiv. system. Vendor appointed CIT shall (a) cooperate in implementation of the OTC system (b) Implement central and mobile based OTC solution (c) activate OTC lock to route mode during Initial Currency Load (d) acquire, implement and operate the one-time combination dispatch software in route mode (e) make its records available as necessary to investigate any operational issue or loss.

5.5.5.9. Vendor / CIT shall start cash replenishment service only after successful activation of Mas Hamilton /KABA/ S&G lock/Securam/ equiv. system (OTC) in route mode.

- 5.5.5.10. For the purpose of cash replenishment CIT shall have a crew of two custodian and one-time combination to open the Mas Hamilton/KABA/S&G lock / Securam / equiv. system (OTC) shall be dispatched by CIT's central location.
- 5.5.5.11. CIT shall use secured cash van as per the specifications given in Annexure-1. The CRA/CIT shall ensure that cash shall always be in joint custody of two persons and single individual is not be allowed to handle cash at any time. Further, two security guards shall be in each vehicle for transportation of cash safely and efficiently.
- 5.5.5.12. If the Bank provides a generic tool for monitoring of movement of cash the Vendor shall integrate it with their system without any additional cost to the Bank.
- 5.5.5.13. Vendor shall submit a Business Continuity Plan (BCP) / Disaster Recovery Plan (DRP) for Cash Replenishment/Evacuation services acceptable to the Bank.
- 5.5.5.14. Depending upon geography/routes/no. of endpoints linked to a particular branch. Vendor shall transport the cash meant for SBI in a dedicated carrier van.
- 5.5.5.15. Vendor shall ensure that CIT/CRA replenish the cash at the ATMs on the same day. Only in the case of certain unwarranted situations CIT/CRA shall be allowed to retain the cash at overnight vault..
- 5.5.5.16. Use of One Time Combination (OTC) locks

The CRA shall have necessary infrastructure and software required to generate and communicate one time password to its joint custodians at site. CRA shall mandatorily use OTC system for cash related activity at all sites. The Vendor shall have the capability of takeover of password generation process from CRA within shortest time in case of any exigency.

- 5.5.5.17. CIT shall allow Bank, its authorized representatives, RBI and other regulatory & statutory bodies to conduct vault audits at location where currency vaulting services is provided. Audits shall be conducted by Bank at its own cost during normal business hours. Bank representatives shall carry a letter authorizing them to conduct such audits along with their identity cards, any Bank official without the said authority letter and identity cards shall not be allowed by CIT to conduct audits.

5.5.6. Insurance :



It is the sole responsibility of the Vendor to obtain adequate insurance cover for the CDs, UPS, and other infrastructure owned and deployed by the Vendor and also Cash in transit, Cash in the CDs and Cash held in Vault of Cash Management Agency. The Vendor is responsible to reimburse the Bank the loss of Cash in transit, cash held in Vault of CMA without waiting for settlement of Insurance claim within 15 (fifteen) working days from the date of loss.

The Vendor will keep all the CDs insured against theft, fire and any other damage which may result/ damage to the cash kept inside the CDs. The Vendor shall be liable to the Bank for the loss so caused whether insurance claim is settled by the Insurance Company or not within 15 (fifteen) working days from the date of loss. Fidelity insurance shall also be with the Vendor. Bank does not demand an exclusive policy if CRA is under an umbrella policy of the Insurance Agency. Fidelity insurance cover for 20% higher limit than maximum cash withdrawn from currency chest on a particular day shall be obtained by CRA.

5.5.7. Bank Guarantee:

The Vendor shall submit to the concerned LHO a Bank Guarantee for the term of 84 months @Rs.50,000/- per ATM in the specified format for securing the obligations in respect of cash loss in the number of ATMs allotted in each Circle. For any further addition of ATMs allotted to the Vendor during the currency of the agreement, additional bank guarantee on the same terms and condition for added number of ATMs shall have to be provided by the Vendor to the Circles.

5.5.8. Liability:

5.5.8.1. The provisions of this Section govern the liability of Vendor and Vendor's subcontractor (collectively for the purposes of this section, "Vendor") for any claim of lost, missing, or stolen Currency and, with respect to such losses, supersede any inconsistent provision in MS Agreement or any other agreement, addendum, or appendix signed by the parties.

5.5.8.2. For the purposes of this Cash Appendix, the amounts of the following defined terms shall be:

Transit Loss liability for the Vendor will be the total amount given by the Bank to the vendor or to the CIT agencies engaged by them.

Vault Loss liability for the Vendor will be the total amount given by the Bank to the vendor or to the CIT agencies engaged by them less the amount actually replenished out of that total amount plus the amount actually evacuated, if any.

In case of exigencies, like continuous Holidays, festival seasons, etc. whenever the vault limit is increased by LHO, the above loss liability limits shall increase accordingly. Insurance policy should be able to cover the enhanced vault limits.

- 5.5.8.3. Vendor shall be liable for ATM Loss, Transit Loss or Vault Loss if such losses directly result from (a) kidnapping or robbery of employees / representative of Vendor; (b) dishonesty, negligence or intentional act by employees or representative of Vendor or (c) damage to Bank's property caused by employees or representative of Vendor.
- 5.5.8.4. Vendor's total liability for any single ATM Loss shall in no event exceed the ATM Loss Liability Limit.
- 5.5.8.5. Vendor shall be liable for any Vault Loss up to the Vault Loss Liability Limit. Vendor's liability shall commence when Currencies have been delivered into a vault or other secured facility owned, operated by, or under the control of CIT, and shall terminate when they are either (a) delivered to Bank or Bank's designated consignee or agent; or (b) placed in an Secured Cash Van owned, operated by, or under the control of CIT.
- 5.5.8.6. Vendor shall be liable for any Transit Loss up to the Transit Loss Liability Limit. Vendor's liability shall commence when Currencies have been placed in CIT's Secured Cash Van and shall terminate when they are either (a) delivered to Bank or Bank's designated consignee or agent; or (b) delivered to, and deposited in, an ATM and CIT has secured the ATM vault and departed from the room or immediate area where the ATM is located.
- 5.5.8.7. Other than the damages and remedies expressly set forth in this Cash Appendix, Vendor shall not be liable to Bank, either directly or by pass-through claims of indemnity or contribution for claims of third parties, for any moneys, damages, relief, or remedies, irrespective of whether the claim arises in common law, tort, statute, or equity.
- 5.5.8.8. If Bank and Vendor are unable to agree upon responsibility for an ATM Loss, the parties shall escalate the issue to their senior management, who shall meet either in person or by telephone in an attempt to resolve the dispute. If the parties disagree after that meeting, either party may invoke binding arbitration.
- 5.5.8.9. Cash Reconciliation :

- a) Cash difference, if any, has to be reported to the Bank on the next working day failing which the Vendor shall be liable for the loss incurred by the Bank (if any).
- b) Any cash loss to the Bank due to cash shortage in ATMs shall be intimated to the Vendor, with supporting documents/proofs within 6 working days from the date of submission of reports by the Vendor. The Vendor shall respond to such communication within 3 working days from the receipt of the intimation failing which Vendor shall be liable for the said loss. Supporting documents/proofs include but are not limited to :
  - i. Cash replenishment report, JP logs (only if JP is installed/enabled) / EJ and ATM counters for the time period the variance was discovered and the same report(s) for the previous and post settlement periods.
  - ii. Copies of Bank's ATM reconciliation reports indicating the ATM's beginning, ending and dispensed totals for the time period the variance was discovered.
  - iii. Copies of the suspect transactions report.
  - iv. Bank's calculation of the claimed variance.

5.5.9. Access to Equipment:

Bank agrees that neither Bank's employees nor any third party shall have access to ATM vaults.

5.5.10. Acceptance and Verification:

- 5.5.10.1. Bank acknowledges that under the terms of the Subcontract, the CIT agrees to accept Currency in sealed packages, from Bank or Bank's designated agent, but may refuse to accept any package, bag that is not securely locked and sealed, and that is not accompanied by a written receipt which contains a statement of the value of the Currency in the package / bag. CIT shall verify the cash in Bank's premises if Bank provides space and machines for counting of notes. Where Bank does not provide space and endpoint on its premises to count the currency, the CIT shall verify by strap count on next working day of receipt any Currency shipments accepted on Bank's behalf. Verification shall be performed under videotaped CCTV surveillance or documented dual control. Neither the CIT nor Vendor shall be liable for discrepancies or shortfalls or forged notes within bulk currency bundles and/or mis-strapped denominations. The CIT's verification of funds shall be deemed final and conclusive.

5.5.10.2. Bank shall cooperate to recover Valuables, including correcting the transaction (debiting the account) of any customer for an ATM Loss due to improperly dispensed Currency as a result of mis-loaded denominations, mis-configured cassettes, or mis-loaded cassettes.

5.5.10.3. Due diligence shall be done by Vendor's CIT to identify forged notes. The forged notes found during sorting by the CIT, the same shall be returned to Bank and the Bank shall accept the same. Notes once accepted by either party shall be its sole responsibility.

5.5.11. Notice of shortages, loss and overages; claims :

5.5.11.1. If the reports provided by Vendor, or other records or information of which Bank become aware, reveal a discrepancy (loss or overage), Bank shall give written notice of the discrepancy within six (6) days after the earlier of (a) Vendor's delivery of tapes, reports, or other records which provide sufficient information to disclose, upon reasonable review, the discrepancy; or (b) such time as Bank become aware of the discrepancy through any other means whichever is earlier. This notice is intended to permit Vendor to commence its investigation and does not constitute a claim of loss.

5.5.11.2. Along notice required, Bank shall provide Vendor with a claim and affirmative written proof of any ATM Loss, subscribed and sworn to by Bank, and substantiated by Bank's books, records and accounts, within the time prescribed herein. Bank shall retain and provide to Vendor upon request any documentation provided to Bank by the CIT (including but not limited to vault documentation) relating to the ATM Loss, and Bank agree, upon Vendor's request, to make available during regular business hours Bank's books, records, and accounts which relate to the alleged ATM Loss, and shall cooperate with and assist in the investigation thereof, including sharing with Vendor all information that any person may have concerning the alleged ATM Loss and the circumstances surrounding the same. Each party's investigation shall include cooperating with the policies, procedures and requests for information of the internal security departments of the other party. Each party shall make available to the other party all records relating to the ATM Loss including, but not limited to, investigative reports and all records relating to access to the ATM.

5.5.11.3. Unless the notice of discrepancy required, and a claim and proof of ATM Loss are timely delivered to all addressees, all claims shall be deemed to have been waived. No action, suit or proceeding to recover for any such ATM Loss may be brought against Vendor unless such action, suit or proceeding is commenced no sooner than six months and not later than twelve months from the time a claim is made.

5.5.11.4. All notices and claims (including copies) must be delivered by express mail, same-day or overnight courier providing proof of delivery. Notices shall be deemed given on the day received, and must be addressed to the parties as under:

Bank

OEM/Supplier

5.5.12. Recovery of losses:

5.5.12.1. In case of any ATM loss (es), discrepancy/ difference in the report generated on the ATM and the physical/actual cash, if after Vendor investigation, it is proved that the shortage/difference of cash, if any, between the report generated and the physical cash, is on account of the lapses on the part of the CIT, Vendor shall make the payment within 7 (seven) days from the day it is proved.

5.5.12.2. Vault Loss (es) and Transit Loss (es), if any, shall be by made good by Vendor to BANK within 15 (Fifteen) days of occurrence of such loss without waiting for admissibility or settlement of the insurance claim. If the Vendor fails to make such payment with the said period of 15 days, then Bank reserves the right to recover the same by invoking the Bank guarantee submitted pursuant to clause 5.5.7 above.

5.5.12.3. Defrauded amount if any, shall be by made good alongwith interest thereon at Banks' prevailing clean overdraft interest rate at material time alongwith penalty at the rate of Rs.10000 per Rs.one lac or part thereof, by Vendor to BANK within 30 (thirty) days of occurrence of such fraud without waiting for admissibility or settlement of the insurance claim, if any. If the Vendor fails to make such payment with the said period of 30 days, then Bank reserves the right to recover the same by invoking the Bank guarantee submitted.

5.5.13. Service Limitations:

If Service is required on ATMs under circumstances that could jeopardize the safety of Vendor personnel (such as calls to ATMs requiring work in the open, where lights are burned out, or where other dangerous conditions exist), Vendor reserves the right to reschedule or to refuse service. Vendor shall use its best efforts to notify Bank immediately if these circumstances apply. Vendor may recommend changes Bank can make to the ATM site designed to improve safety and enable Vendor to service the ATM without limitation. If at any time Vendor notifies Bank that an ATM site is a "high risk" location that represents a safety risk, thereafter at its option Vendor may either refuse to

service ATMs at that location, or increase their service rates to reflect the cost of providing protective measures until the condition(s) creating the risk have been corrected.

5.5.14. Bank's Responsibilities:

- 5.5.14.1. Bank shall open a zero balance BGL account in name of Vendor appointed CIT for issuing cash.
- 5.5.14.2. Bank shall provide the required cash (as per denominations as mentioned in indents raised by Vendor) of ATM fit cash before 12 PM to the CIT.
- 5.5.14.3. Cash shall be issued by Bank from one or more designated branch in each city identified for this purpose.
- 5.5.14.4. In case of overnight vaulting not available at a particular Centre, where cash replenishment is outsourced, the Bank approve of Branch-to-ATM loading.

5.5.15. Contingency Arrangements:

The Vendor must have in place an appropriate and viable Contingency Plan to arrange for alternate service providers in case the subcontractor managing the Cash Replenishment Services for them is, for any unforeseen reason, unable to extend the services temporarily or otherwise.

ANNEXURE - 1

- i. **Annexure -1 : Criteria for Selection of CRA/CIT**
- ii. **Cassette – Swaps in ATMs**

1. (Vendors to meticulously adhere the Standards for engaging the Service Provider and its sub-contractor relating to Cash Management activities issued by the Regulator and GOI from time-to-time. Latest instructions on this subject issued by RBI vide their letter No. RBI/2017-18/152 DCM(Plg) No. 3563/10.25.07/2017-18 dated April 06, 2018 and Gazette Notification issued by Ministry of Home Affairs, New Delhi on 8<sup>th</sup> Aug., 2018. Vendors shall also adhere further refinement issued by our Bank from time to time.)
2. Vendor may subcontract the activities for Cash Replenishment Services (CRS)/Cash Evacuation Services (CES) to reputed Cash Replenishment Agencies (CRA)/Cash-in-Transit Agencies (CIT), On subcontracting the above referred activity, Vendor shall ensure to fulfill the following criteria/ rules as under:
3. **Definitions.**— In these rules, unless the context otherwise requires,—

- (a) “Act” means the Private Security Agencies (Regulation) Act, 2005 (29 of 2005);
- (b) “ATM” means the automatic teller machine that dispenses cash or performs other banking services when an account holder of any bank inserts a Bank card therein; cardless transactions through ATM shall also include in this definition.

Explanation – For the purposes of this clause, “Bank card” includes credit card or debit card;

- (c) “cash handling agency”, “cash replenishment agency” or “cash-in-transit agency” means an agency or entity, by whatever name called, engaged in cash transportation activities;
- (d) “cash transportation activities” means the physical transfer of cash, such as banknotes, coins, credit card, debit card or other items of value from one location to another, and includes loading cash in to, or unloading cash from, an ATM machine;
- (e) “private security” or “private security agency” shall have the same meaning as assigned to it in clause (f) or clause (g) of section 2 of the Private Security Agencies (Regulation) Act, 2005;
- (f) “Schedule” means a Schedule appended to these rules.

## 6. Eligibility Criteria

- (i) CRA shall be registered as a company under the Indian Companies Act 2013.
- (ii) Cash replenishment shall be one of the main/core activities of the agency with at least 3 years’ experience in handling the activity.
- (iii) CRA shall be engaged in cash replenishment in ATMs/CDs at a minimum of 50 centres and/or 5000 ATMs across the country for a minimum of 3 banks at least for last 3 years. Certificate of good performance from these banks shall be submitted to Bank’s LHO

### (1) Financial

- (a) Financial minimum net worth requirement of ₹ 1 billion. The net worth of at least Rs 1 billion should be maintained at all times.
- (b) MS Vendor shall obtain copies of CRA’s last 2 audited balance sheets and certified copies of annual reports and submit a copy of the same to the respective Local Head Office of SBI.

**(2) Physical/ Security Infrastructure**

- (a) Minimum fleet size of 300 specifically fabricated cash vans (owned / leased).
- (b) Cash should be transported only in the owned / leased security cash vans of the Service Provider or its first level sub-contractors. Further requirements are given below -

**Use of specially designed and fabricated cash van.**— (i) No private security agency shall provide private security or private security guards to a Bank or a cash handling agency for cash transportation activities, unless such activities are carried out in a secured cash van, which complies with the conditions for design and specification specified in the First Schedule(given below), owned by it or owned by the Bank or the cash handling agency, as the case may be.

(ii) No taxi or hired vehicle shall be used for cash transportation activities by the private security agency:

Provided that a vehicle which is on long term contract with the private security agency or Bank or cash handling agency and the vehicle complies with the conditions for design and specification laid down under sub-rule 4 (1) of MHA Model Rules may be used by the private security agency:

Provided further that in case of any remote location where private security agencies are not present and not serviced by a currency chest, any vehicle at such location may be used as an exception under the strict security control and support of the local police.

**THE FIRST SCHEDULE**

[See rule 4(1) of MHA Model Rules]

**(1) DESIGN AND SPECIFICATION FOR SECURED CASH VANS**

**(a) Make.**— The cash van shall—

- be a Light Commercial Vehicle, with an engine capacity of not less than 2200 CC, preferably turbocharged;
- be not more than seven years old;



- have tubeless tyres;
- have a ground clearance of not less than 190 mm; and
- the passenger cabin should have factory built 4 doors and two rows of seats to accommodate 1 driver plus 1 armed security guard in front row and 3 passengers, including one armed security guard in the second row.

**(b) Layout.**— (i) Each cash van should be a specially designed and fabricated Light Commercial Vehicle (LCV) having separate passenger and cash compartments, with a CCTV covering both compartments. The cash van shall have the compartment for storing cash, physically separated and locked from the passenger compartment unit;

**(c) Cash compartment security.**— (i) The cash compartment should be inaccessible from outside the van unless operated internally through manual or electronic lock and cash compartment is specially reinforced with steel with only one door and grill gate;

- (ii) the entrance of the cash compartment shall be from the rear side to ensure proper visibility, operational feasibility and CCTV surveillance;
- (iii) all windows and wind screen shall have wire mesh protection of not more than one square inch and each window mesh shall have a circular port-hole of six inches diameter for use of weapons;
- (iv) the panic switches for operating the hooter are available with the driver and other occupants.

**(d) Cash box security.**— Each of the cash boxes shall be secured to the floor with separate chains and have locks that can be opened or locked only by using separate keys kept with different custodians and cash for each bank shall be carried, preferably, in a separate box with the name of the bank written on it.

**(e) Other security features.**— (i) The cash van shall be provided with a small CCTV system with at least five days recording facility and three cameras installed in front, rear and inside of the cabin.

- (ii) A security alarm with GSM based auto-dialer shall be provided with a motorized siren.
- (iii) The cash van shall be equipped with hooter, fire extinguishers and emergency lights to ensure quick reaction in case of an attack.

(f) **Requisite number of trained staff per cash van.**— (1) The private security agency shall provide the private security for the cash transportation activities with the requisite number of trained staff, directly appointed or engaged by the private security agency, as specified in sub-rule (2) of the said Gazette Notification dated Aug. 8, 2018(given below).

(2) Every cash van shall have the following minimum staff, possessing the qualifications and training laid down under section 10 of the Act, on board for every single cash transportation activities, namely:—

- (i) Driver – one;
- (ii) Armed security guards – two; and
- (iii) ATM officer or custodian – two.

(3) The cash van shall always be escorted by at least two trained armed security guards on board:

Provided that more than two armed security guard may be deputed on a cash van depending on the amount of cash carried and in accordance with the individual company's insurance guidelines or client contract or terrain of operation.

The passenger compartment should accommodate two custodians and two armed security guards (gunmen) besides the driver.

(4) Where the cash van is a medium motor vehicle, one armed guard shall sit in the front along with the driver and another in the rear portion of the van and while in transit, loading or unloading, nature's call, tea or lunch break, at least one armed security guard shall remain present with the cash van all the time.

Notwithstanding any other provision in these rules, the ex-serviceman, otherwise eligible, may preferably be appointed or engaged by the private security agency for providing security for cash transportation activities.

(5) No cash van should move without armed guards. The gunmen must carry their weapons in a functional condition along with valid gun licenses. The Service Provider or its first level sub-contractor should also furnish the list of its employed gunmen to the police authorities concerned.

(6) **Live GPS tracking of cash van during operations.**—

- (i) Every cash transportation activities shall be carried out only in secured cash vans fitted with GPS tracking device. Each cash van should be GPS enabled and monitored live with geo-fencing mapping with the additional indication of the nearest police station in the corridor for emergency.

*Explanation.*— For the purposes of this sub-rule, the expression “GPS” means the global positioning system which is a space-based navigation system that provides location and time information in all weather conditions, anywhere on or near the Earth where there is an unobstructed line of sight to four or more GPS satellites.

- (ii) The private security agency shall ensure that each cash van shall be monitored live at all times during cash transportation activities through a redundant communications protocol and with geo-fencing mapping with the additional indication of the nearest police station in the corridor for emergency.

- (7) Each cash van should have wireless (mobile) communication and hooters. The vans should not follow the same route and timing repeatedly so as to become predictable. Predictable movement on regular routes must be discouraged. Staff should be rotated and assigned only on the day of the trip. With regard to security, additional regulations / guidelines as prescribed by Private Security Agencies (Regulation) Act, 2005, the Government of India and the State Governments from time to time must be adhered to.

- (8) Night movement of cash vans should be discouraged. All cash movements should be carried out during daylight. There can be some relaxation in metro and urban areas though depending on the law and order situation specific to the place or the guidelines issued by the local police. If the cash van has to make a night halt, it necessarily has to be in a police station. In case of inter-state movement, changeover of security personnel at the border crossing must be pre-arranged.

- (9) Proper documentation including a letter from the remitting bank should be carried invariably in the cash van, at all times, particularly for inter-state movement of currency.

- (10) ATM operations should be carried out only by certified personnel who have completed minimum hours of classroom learning and training. The content of such training may be certified by a Self-Regulatory Organisation (SRO) of Cash-in-Transit (CIT) Companies / Cash Replenishment Agencies (CRAs) who may tie up with agencies like National Skill Development Corporation for delivery of the courses.

- (11) The staff associated with cash handling should be adequately trained and duly certified through an accreditation process. Certification could be carried out through the SRO or other designated agencies.

(12) Character and antecedent verification of all crew members associated with cash van movement, should be done meticulously. Strict background check of the employees should include police verification of at least the last two addresses. Such verification should be updated periodically and shared on a common database at industry level. The SRO can play a proactive role in creating a common data base for the industry. In case of dismissal of an employee, the CIT / CRA concerned should immediately inform the police with details. Further requirements are given below -

**Antecedent check of personnel.**— (1) No private security agency shall appoint or engage or deploy any personnel for the cash transportation activities, unless such personnel has undergone thorough antecedent check and his proper KYC verification and police verification is done, before appointing or engaging or deploying them by the agency, in accordance with the provisions of the Act or any other law for the time being in force.

*Explanation.*— For the purposes of this sub-rule, the expression “KYC” means the know your customer process of an agency or business identifying and verifying the identity of its clients or person associated or to be associated with the agency or business.

(2) Every private security agency shall be responsible to comply with the following checks before an individual is appointed or engaged to participate in cash transportation activities, namely:—

(a) police clearance certificate – every individual shall obtain the police clearance certificate from his local police station before appointment or engagement;

(b) residence verification – the private security agency shall use its own resources to conduct a physical verification of the residential address of every individual, including general conduct check and the individual shall furnish to the security agency the proof of residential address of at least three years before appointment or engagement for the cash transportation activities;

(c) previous employer check – the private security agency shall use its own resources to conduct reference check with previous employers of the individual, if any;

(d) Aadhaar verification – each individual appointed or engaged for the cash transportation activities shall be antecedent verified through Aadhaar number from the Unique Identification Authority of India;

(e) credit history check – the private security agency shall conduct a credit history check of every individual appointed or engaged to ensure that willful credit defaulters are not appointed or engaged for the cash transportation activities;

(f) Fidelity insurance – the private security agency shall obtain a fidelity insurance in respect of every personnel appointed or engaged for the cash transportation activities.

(13) Safe and secure premises of adequate size for cash processing / handling and vaulting. The premises should be under electronic surveillance and monitoring round the clock. Technical specifications of the vault should not be inferior to the minimum standards for Chests prescribed by the Reserve Bank. The vault should be operated only in joint custody and should have colour coded bins for easier storage and retrieval of different types of contents.

(14) All fire safety gadgets should be available and working in the vault which should also be equipped with other standard security systems live CCTV monitoring with recording for at least 90 days, emergency alarm, burglar alarm, hotline with the nearest police station, lighting power backup and interlocking vault entry doors.

(15) Work area should be separate from the cash area. The premises should be under the security of armed guards whose number should have reference to the scale of operations specific to the location but not less than five in any case.

(16) Critical information like customer account data should be kept highly secure. Access to the switch server should be restricted to banks. Interfaces where a bank gives access to the service provider or its sub-contractor to the bank's internal server should be limited to relevant information and secured.

#### **Other Points**

- (i) All Cash Replenishment Agencies (CRAs) shall be required to have certain basic infrastructure, resources and other assets / equipment to be in a position to provide the Cash-in-Transit / Cash Replenishment/ Cash evacuation & other associated services to the Bank.
- (ii) Vendor shall verify vaulting facility and overnight holding pattern before outsourcing work to the CRA and submit a certificate to the Bank/Circle to this effect. Bank/Circle may also verify vaulting facility to ensure the adherence to prescribed norms
- (iv) CRAs shall enhance / adjust the crew complement with consent of the Bank based on cash load and risk assessment in the specific geography of operation.

- (v) Wherever possible (especially at Metro and big cities where Bank has more than 15 ATM/CD/CDM/Cash Recycler) CRA shall provide exclusive van for cash related activities of the Bank.
  - (v) Recruitment of Operational staff: Protocols stated below shall be followed to minimize loss due to fidelity/employee errors and also improve quality of operations:
  - (vi) All employees on company's/Vendor's payroll shall comply with minimum wage, PF, ESIC norms as applicable based on their skill levels. HR department shall conduct a thorough scrutiny of employee credentials before selection. Pre-recruitment formalities shall include Police verification of the employee.
  - (vii) Training facilities for imparting necessary trainings for all categories of staff shall be set up. Compulsory induction training of 80 hours shall be imparted as a combination of class room training and on-field training. Refresher training shall be conducted once every year.
  - (viii) Necessary registration from ESI/EPFO, as applicable, is mandatory.
  - (ix) Bank/ Circle shall undertake periodic verification of cash held on its behalf by the CRA. The Vendor shall ensure that cash verification by Bank's officials / authorized agents is allowed by the concerned CRA.
  - (x) Private Security for cash transportation activities, etc.-** (1) No private security shall be provided by the private security agency for cash transportation activities unless he holds a license under the Act.
    - i. For the purpose of providing private security for cash transportation activities, a contract may be entered into between,-
      - (a) a private security agency holding a license under the Act and the MS Vendor/ CIT/CRA or
      - (b) a cash handling agency and the MS vendor/ CIT/CRA concerned:
- Provided that in case the cash handling agency holds a license as a private security agency under the provisions of the Act, such cash handling agency may itself provide the private security to cash transportation activities in accordance with the provisions of these rules.
- (xi) Adequate training and certification of personnel.—** (a) The private security agency shall ensure that every personnel appointed or engaged for cash transportation activities shall be imparted,-

- (b) the training and certified for the security and safe handling of such activities as per the requirements of training laid down in the Second Schedule of the said Gazette Notification dated Aug. 8, 2018(given below);
- (c) the refresher training once in every two years.
- (xii) Guideline for maximum cash carrying limit in a single cash van.**— (1) The private security agency involved in cash transportation activities shall ensure that no cash van carries cash of more than five crores rupees per trip.
  - (2) The private security agency shall ensure that secured cash van shall be deployed for carrying cash of more than ten lakh rupees per trip.
- (xiii) Specification for private cash vaults used for holding and overnight vaulting of Bank currency.**— The private security agency shall ensure that all cash handling, including counting, sorting, and bundling activities shall be carried out in secured premises in accordance with the following guidelines, namely:—
  - (a) Location of private cash vault premises – the premises used for cash handling activities shall be located to ensure safety of activities/ operations, including areas closer to bank’s cash withdrawal centre or police station and secluded areas with poor connectivity be avoided;
  - (b) Design of premises – the premises shall be designed to include two physically independent areas, one for general office purpose and other for secured cash processing and handling activities and it shall accommodate space for cash deposit, collection, sorting, counting and delivery and dispatch of cash on secured cash vans;
  - (c) Cash vault – a secured area shall be designed to store cash to meet with the requirement of the Reserve Bank of India specified for cash vaults in accordance with the following specifications, namely:—
    - (i) in smaller cities with limited overnight vaulting requirements of less than ten crore rupees, a strong room with safes;
    - (ii) at operation centres with overnight vaulting requirements between ten to one hundred crore rupees, vaulting facility as per the norms of the Reserve Bank of India specified for C Class vaults.
    - (iii) at large operation centres with overnight vaulting requirements of more than one hundred crore rupees, increased vaulting facility in consultation with the Bank/ Circle; and

- (iv) all overnight vaulting facilities shall have provision to store currency of multiple Banks in separate and exclusive bins;
- (d) Security of cash vault – the private security agency shall ensure the following security aspects at its cash vault used for secured handling of cash on behalf of the Bank, namely:—
  - (i) adequate number of armed private security guards are deputed round the clock.
  - (ii) premises is under 24x7 electronic surveillance and monitoring.
  - (iii) cash vault is provided with CCTV system with adequate number of cameras having at least ninety days recording facility.
  - (iv) the activities at cash vault is undertaken under dual custody basis.
  - (v) the main cash vault area complies with all safety norms, like firefighting systems, smoke detection systems, emergency lighting, control room for monitoring the movement of vehicles, auto-dialer and burglar security systems.
  - (vi) security alarm with GSM based auto dialer, fire and magnetic sensor are installed.
  - (vii) the loading and unloading area of cash is covered by night vision CCTV cameras.
  - (viii) electric power supply inside the cash vault is provided through plug-in, plug-out system.
  - (ix) carrying of naked light inside the cash vault is strictly prohibited and dry battery operated torches or emergency lights are used inside strong rooms.
  - (x) emergency lighting with the help of inverter shall always be available to the security staff; and
  - (xi) cash processing and vault areas shall have restricted and controlled access, preferably through interlocking systems and frisking.

Explanation - For the purposes of this rule, the expression “CCTV” means the closed circuit television which is a self-contained surveillance system comprising cameras, recorders and displays for monitoring activities in a store or company.

- (xiv) Measures for risk mitigation.**— (1) The private security agency shall ensure that the ATM under its security shall be fitted with one time electronic combination locks for reducing the instances of crew pilferage losses and ATM frauds.
  - i. The cash for loading in to an ATM machine shall be collected from the Bank on previous day or in the first half of the day so that operations can be concluded before the time stipulated in sub-rule (3) of the said Gazette Notification dated Aug. 8, 2018(given below).



- ii. No cash loading of the ATMs or cash transportation activities shall be done —
  - (a) after 9 PM in urban areas;
  - (b) after 6 PM in rural areas; and
  - (c) before 9 AM or after 4 PM in the districts notified by the Central Government as Left Wing Extremism (LWE) affected areas.

## **THE SECOND SCHEDULE**

[See rule 7(1) (a) of MHA Model Rules]

### **(1) TRAINING FOR PERSONNEL APPOINTED OR ENGAGED IN CASH TRANSPORTATION ACTIVITIES**

- (a) Basics of cash handling and cash transportation activities.—
  - (i) Scope of service
  - (ii) Team composition
  - (iii) Role of driver, armed guard, cash custodian
  - (iv) Functioning of cash vans
  - (v) Contact details of concerned agencies
  - (vi) Threat and risks involved
  - (vii) Reporting procedure
- (b) Threat and risks.—
  - (i) Criminal and miscreant action
  - (ii) Tailing by vehicle-borne criminals
  - (iii) Specific threats to stationary and moving vehicle
  - (iv) Insider's threat
  - (v) Fraudulent practices by team members
  - (vi) Loss of life and medical emergency
  - (vii) Road accident and vehicle breakdown
  - (viii) Fire accident
- (c) Safety and security of cash van.—
  - (i) In-built safety features of the cash van carrying cash and valuables
  - (ii) Cash boxed for carrying cash and valuables
  - (iii) Locking and security systems
  - (iv) Weapon and ammunition
  - (v) Communication equipment
  - (vi) Global Positioning System
  - (vii) Fire extinguishers
  - (viii) Distress alarm

- (ix) First-aid kit
  
- (d) Agencies.—
  - (i) Controlling Authority under the Private Security Agencies (Regulation) Act, 2005 (29 of 2005)
  - (ii) Police station, PCR vans, police helpline
  - (iii) Controlling supervisor and operations manager
  - (iv) Concerned Bank representative
  
- (v) Ambulance and hospital services
  
- (e) Weapons, ammunition and documents.—
  - (i) Minimum 12 bore DBBL shot gun should be provided to the guards. Gun must be test fired at least once in two years. Gun cartridges must be replaced once in 02 years. Gun must be checked and certified by a Government approved armourer
  - (ii) Documents – gun licence, identity card and permission to carry weapon during restrictions imposed by authorities
  - (iii) Real weapons carried by miscreants
  - (iv) Other objects which can be used as weapon by miscreants
  
- (f) Emergency and incident response.—
  - (i) Distress alarm procedure
  - (ii) Seeking help from concerned agencies
  - (iii) Use of weapon to deter and resist criminals and miscreants
  - (iv) Ensure safety of team members and consignment
  - (v) Disengage from situation and drive vehicle to safety
  - (vi) Evacuation of the injured
  
- (g) Other internal organisational procedures.—
  - (i) Antecedent check procedure
  - (ii) The Provident Funds Act, 1925 (19 of 1925) and benefits
  - (iii) The Minimum Wages Act, 1948 (11 of 1948) and benefits
  - (iv) The Employees State Insurance Act, 1948 (34 of 1948) and benefits
  - (v) Leave entitlement and application procedure
  - (vi) Other company rules
  - (vii) Obligations as employee

**CASSETTE SWAP SERVICES ON OPEX BASIS**

- (a) Vendors to replenish cash through Cassette Swap Method in terms of RBI's letter No. RBI/2017-18/DCM (Plg.) No. 3641/10.25.007/ 2017-18 dated April 12, 2018 on Cassette Swap in ATMs.

(b) Vendors will arrange the cassettes at its own cost for replenishment and evacuation of cash under cassette swap method. Further, vendor will replenish/evacuate the cassettes at its own premises and at its own risk and responsibility. The bank will not be liable for any loss arising in this regard.

**Project Plan, delivery and Schedule: The date of Letter of Intent.**

**X- The date of LOI.**

| Activity | Sub-Activity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Number of terminals to be covered                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Owner             | No. of Calendar Days and not working days. |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------------------------------|
| Pilot    | <p><del>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-ATM Lab and thereafter in Live environment.</del></p> <p><del>Customization, Integration, installation and testing (including end to end UAT/SIT/Security Review) by the selected Vendor on the Bank's MVS software or the OEM's Native Applications/ Agents at test environment at IT-ATM Lab and thereafter in Live environment.</del></p> <p>Customization, Integration, installation and testing (including to end UAT/SIT/Security Review) by the Endpoint Provider with OEM Native ATM Applications / Agents or MVS Application / Agents (as</p> | <p><del>(i) L1 should provide, pro bono, 2 Endpoints of the model that they intend to supply.</del></p> <p><del>(i) L2 should provide, pro bono, 2 Endpoints of the model that they intend to supply.</del></p> <p><del>Both the above would be deployed in live environments and tested.</del></p> <p><del>(These two terminals are in addition to the terminal which is required to be provided at IT-ATM Lab, pro bono)</del></p> <p>Number of terminals to be covered</p> <p>(i) L1 should provide, pro bono, 2 Endpoints of the model that they intend to supply.</p> <p>(ii) L2 should provide, pro bono, 2 Endpoints of the model that they intend to supply.</p> <p>(iii) L3 should provide, pro bono, 2 Endpoints of the model that they intend to supply.</p> <p>All the above would be deployed in live environments and tested.</p> | Endpoint Provider | X+30 days                                  |

RFP for Installation of ATMs under TOM

|  |                                                                                                                                        |                                                                                                                                                               |                         |           |
|--|----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-----------|
|  | per requirements of the Bank) and End Point Protection Solutions at test environment at IT ATM Lab and thereafter in Live environment. | (These two terminals are in addition to the terminal which is required to be provided at IT-ATM Lab, pro bono within 72 hours of the date of reverse auction) |                         |           |
|  | Testing of all Certifications including EMV                                                                                            |                                                                                                                                                               | Endpoint Provider+ Bank | X+45 days |
|  | Live Pilot Testing, Monitoring and Observations                                                                                        |                                                                                                                                                               | Endpoint Provider+ Bank | X+60 days |

Y = X+60 days

| Phase        | Roll – out Plan | Roll – out Plan | Roll – out Plan | Timelines |
|--------------|-----------------|-----------------|-----------------|-----------|
|              | L1              | L2              | L3              | (Days)    |
| I            | 1000            | 500             | 400             | Y+30      |
| II           | 1500            | 1000            | 600             | Y+45      |
| III          | 2500            | 1500            | 1000            | Y+60      |
| <b>Total</b> | <b>5000</b>     | <b>3000</b>     | <b>2000</b>     |           |

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).

**Circle-wise Installation Numbers (Tentative)**

| CIRCLE             | Onsite      | Offsite*    | Total        |
|--------------------|-------------|-------------|--------------|
|                    | A           | B           | C=A+B        |
| AHMEDABAD          | 200         | 100         | 300          |
| AMARAVATI          | 400         | 800         | 1200         |
| BENGALURU          | 400         | 100         | 500          |
| BHOPAL             | 200         | 100         | 300          |
| BHUBANESWAR        | 200         | 150         | 350          |
| CHANDIGARH         | 100         | 100         | 200          |
| CHENNAI            | 500         | 1330        | 1830         |
| DELHI              | 100         | 100         | 200          |
| HYDERABAD          | 250         | 500         | 750          |
| JAIPUR             | 150         | 100         | 250          |
| KOLKATA            | 300         | 1800        | 2100         |
| LUCKNOW            | 100         | 150         | 250          |
| MAHARASHTRA        | 350         | 220         | 570          |
| MUMBAI METRO       | 100         | 100         | 200          |
| NORTH-EAST         | 150         | 100         | 250          |
| PATNA              | 100         | 150         | 250          |
| THIRUVANANTHAPURAM | 400         | 100         | 500          |
| <b>Grand Total</b> | <b>4000</b> | <b>6000</b> | <b>10000</b> |

NOTE: \*including 4,000 ATMs to be installed within 500 metres of ATMs of M/s TCPSL (Bank's Vendor) in the Circles.



Cash Withdrawal Requisition Slip

|                |  |                    |                         |
|----------------|--|--------------------|-------------------------|
| Voucher No. :  |  | Order No. :        |                         |
| Bank :         |  | Order Date :       |                         |
| Operation Dt.: |  | Replenishment Type | : Scheduled / Emergency |

Please disburse Rs. (in figures) \_\_\_\_\_ Rs. (in words) \_\_\_\_\_  
 \_\_\_\_\_ to our representatives whose signatures are attested below  
 :

| Denomination | Pieces | Amount (Rs.) required |
|--------------|--------|-----------------------|
| 2000         |        |                       |
| 500          |        |                       |
| 200          |        |                       |
| 100          |        |                       |
| Total        |        |                       |

Remarks : \_\_\_\_\_

Attested Signatures of Cash withdrawees :

Custodian 1 : \_\_\_\_\_ Custodian 2 : \_\_\_\_\_

Signature : \_\_\_\_\_ Signature : \_\_\_\_\_

.....  
 (Authorised Signatory – I) (Authorised Signatory – II)

**OPENING VAULT BALANCE**

Rs. (in figures) \_\_\_\_\_ Rs. (in words) \_\_\_\_\_  
 .....

**CASH ACKNOWLEDGEMENT RECEIPT**

Amount of Cash received by

| Denomination      | Pieces | Amount (Rs.) required |
|-------------------|--------|-----------------------|
| 2000              |        |                       |
| 500               |        |                       |
| 200               |        |                       |
| 100               |        |                       |
| Rupees in words : |        |                       |



**ANNEXURE – 4**  
**Daily End of Day Activity Report**

| ATM ID                          | CITY         |        |
|---------------------------------|--------------|--------|
|                                 |              |        |
| <b>OPENING CASH BALANCE (A)</b> |              |        |
|                                 | Count        | Amount |
| 2000 X                          |              |        |
| 200 X                           |              |        |
| 500 X                           |              |        |
| 100 X                           |              |        |
| 50 X                            |              |        |
|                                 | <b>Total</b> |        |

| DATE                      | CBR TIME     |        |
|---------------------------|--------------|--------|
|                           |              |        |
| <b>CASH DISPENSED (B)</b> |              |        |
|                           | Count        | Amount |
| 2000 X                    |              |        |
| 200 X                     |              |        |
| 500 X                     |              |        |
| 100 X                     |              |        |
| 50 X                      |              |        |
|                           | <b>Total</b> |        |

|                                         |  |
|-----------------------------------------|--|
| <b>(C) Balance as per proof (A - B)</b> |  |
|-----------------------------------------|--|

| PHYSICAL CASH COUNT (D) |              |        |
|-------------------------|--------------|--------|
|                         | Count        | Amount |
| 2000 X                  |              |        |
| 200 X                   |              |        |
| 500 X                   |              |        |
| 100 X                   |              |        |
| 50 X                    |              |        |
|                         | <b>Total</b> |        |

| CASH IN PURGE BIN (E) |              |        |
|-----------------------|--------------|--------|
|                       | Count        | Amount |
| 2000 X                |              |        |
| 200 X                 |              |        |
| 500 X                 |              |        |
| 100 X                 |              |        |
| 50 X                  |              |        |
|                       | <b>Total</b> |        |

|                                                         |  |
|---------------------------------------------------------|--|
| <b>(F) Total of Physical Cash and Purge Bin (D + E)</b> |  |
|---------------------------------------------------------|--|

|                        |  |
|------------------------|--|
| Shortage (C - F < 0) = |  |
|------------------------|--|

|                       |  |
|-----------------------|--|
| Overage (C - F > 0) = |  |
|-----------------------|--|

| TOTAL CASH REMOVED / LOADED (H) |              |        |
|---------------------------------|--------------|--------|
|                                 | Count        | Amount |
| 2000 X                          |              |        |
| 200 X                           |              |        |
| 500 X                           |              |        |
| 100 X                           |              |        |
| 50 X                            |              |        |
|                                 | <b>Total</b> |        |

| CLOSING BALANCE (H +/- F) |              |        |
|---------------------------|--------------|--------|
|                           | Count        | Amount |
| 2000 X                    |              |        |
| 200 X                     |              |        |
| 500 X                     |              |        |
| 100 X                     |              |        |
| 50 X                      |              |        |
|                           | <b>Total</b> |        |

| AUDIT ROLL DETAILS    |           |         |                     |           |         |
|-----------------------|-----------|---------|---------------------|-----------|---------|
| Available Audit Rolls |           |         | Missing Audit Rolls |           |         |
| Date                  | Txns from | Txns to | Date                | Txns from | Txns to |
|                       |           |         |                     |           |         |
|                       |           |         |                     |           |         |





RFP for Installation of ATMs under TOM

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|  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|

| LIST OF ENCLOSURES |  |
|--------------------|--|
|                    |  |
|                    |  |
|                    |  |

**Custodian 1** :

**Supervisory Entry** :

**Custodian 2** :

**Supervisory Exit** :



ANNEXURE – 5

(a) CASH RECONCILIATION & REPELISHMENT REPORT (C3R)

**Cash Reconciliation & Replenishment Report**

**FSS**      Date: \_\_\_\_\_      Region: \_\_\_\_\_      Bank: \_\_\_\_\_      CIT: \_\_\_\_\_

| Denomination | Vault Op. Balance | Cash withdrawn from Bank | Total Cash in Cassettes | Total Purge Cash | Total Amt. Repld. | Vault Closing Balance | Overages | Shortages |
|--------------|-------------------|--------------------------|-------------------------|------------------|-------------------|-----------------------|----------|-----------|
| 500          |                   |                          | 0                       | -                | -                 | 0                     | -        | -         |
| 100          |                   |                          | 0                       | -                | -                 | 0                     | -        | -         |
| <b>Total</b> |                   |                          |                         |                  |                   |                       |          |           |

**"CASH ADD METHOD"**

| Sl. No.                             | ATM ID | Location | Time | Order No. | Den o        | ATM Up. Balance [Prev Repl] | ATM amt Dispense | ATM Cash Position - Cassettes | Seal No. | Purge Bin | ATM Amount Replenish ed | Seal No. | Total ATM Cash Position | Closing Balance in ATM | Overag es | Shorta ges | Statu s |
|-------------------------------------|--------|----------|------|-----------|--------------|-----------------------------|------------------|-------------------------------|----------|-----------|-------------------------|----------|-------------------------|------------------------|-----------|------------|---------|
| 6                                   |        |          |      |           | 100          |                             |                  |                               |          |           |                         |          |                         |                        |           |            | OK      |
|                                     |        |          |      |           | <b>Total</b> |                             |                  |                               |          |           |                         |          |                         |                        |           |            |         |
| 7                                   |        |          |      |           | 500          |                             |                  |                               |          |           |                         |          |                         |                        |           |            | OK      |
|                                     |        |          |      |           | 100          |                             |                  |                               |          |           |                         |          |                         |                        |           |            | OK      |
|                                     |        |          |      |           | <b>Total</b> |                             |                  |                               |          |           |                         |          |                         |                        |           |            |         |
| 8                                   |        |          |      |           | 500          |                             |                  |                               |          |           |                         |          |                         |                        |           |            | OK      |
|                                     |        |          |      |           | 100          |                             |                  |                               |          |           |                         |          |                         |                        |           |            | OK      |
|                                     |        |          |      |           | <b>Total</b> |                             |                  |                               |          |           |                         |          |                         |                        |           |            |         |
| 9                                   |        |          |      |           | 500          |                             |                  |                               |          |           |                         |          |                         |                        |           |            | OK      |
|                                     |        |          |      |           | 100          |                             |                  |                               |          |           |                         |          |                         |                        |           |            | OK      |
|                                     |        |          |      |           | <b>Total</b> |                             |                  |                               |          |           |                         |          |                         |                        |           |            |         |
| 10                                  |        |          |      |           | 500          |                             |                  |                               |          |           |                         |          |                         |                        |           |            | OK      |
|                                     |        |          |      |           | 100          |                             |                  |                               |          |           |                         |          |                         |                        |           |            | OK      |
|                                     |        |          |      |           | <b>Total</b> |                             |                  |                               |          |           |                         |          |                         |                        |           |            |         |
| Total (1)                           |        |          |      |           | 500          |                             |                  |                               |          |           |                         |          |                         |                        |           |            |         |
| Total (2)                           |        |          |      |           | 100          |                             |                  |                               |          |           |                         |          |                         |                        |           |            |         |
| Grand Total = Total (1) + Total (2) |        |          |      |           | 500          |                             |                  |                               |          |           |                         |          |                         |                        |           |            |         |
| Total                               |        |          |      |           | 100          |                             |                  |                               |          |           |                         |          |                         |                        |           |            |         |

**Note:**

- This report has an Auto Error Check. If the Values entered are wrong then an "Alert" message will appear in the "Status" column else "OK" will appear.
- Do not Add or Delete any extra fields (Rows & Columns)
- Discrepancies should be filled in the field provided in the sheet "Remarks"
- Please double check the values entered before saving the file
- All the Black fields are not to be modified
- This main sheet can only carry maximum of 10 ATM's details. For Additional ATM's i.e., more than 10 ATM's, go to the sheet "Extra Rep".

File Explorer: C:\C3R\Extra Rep\Remarks

(b) OVERAGE & SHORTAGE REPORT (OSR)

**Overages & Shortages Report**

**FSS**      Date: \_\_\_\_\_      Bank: \_\_\_\_\_      CIT: \_\_\_\_\_      Region: \_\_\_\_\_

| Sl. No. | ATM ID | Location | Amount in Rs. |         | Journal Record |          |           |     |         |          |        | Remarks |  |
|---------|--------|----------|---------------|---------|----------------|----------|-----------|-----|---------|----------|--------|---------|--|
|         |        |          | Shortage      | Overage | Date           | Tsn Time | Tsn Amoun | TX# | RCOD E# | Card No. | REFR # |         |  |
| 1       |        |          |               |         |                |          |           |     |         |          |        |         |  |
| 2       |        |          |               |         |                |          |           |     |         |          |        |         |  |
| 3       |        |          |               |         |                |          |           |     |         |          |        |         |  |
| 4       |        |          |               |         |                |          |           |     |         |          |        |         |  |

Total Overage in Rs: **0**      Total Shortage in Rs: **0**

**Note:**

- This main sheet can only carry maximum of 4 transaction details. For Addition i.e., more than 10 transactions, insert new rows in the same format.
- Do not change the format of the fields provided. Type the values in the provided field.
- Discrepancies should be filled in the field provided "Remarks"
- Please double check the values entered before saving the file

## (c) VAULT CLOSING BALANCE (VCB)

*Vault Closing Balance*

|         |  |
|---------|--|
| Date:   |  |
| Region: |  |
| Bank:   |  |
| CIT:    |  |

| Sl. No. | Description          | No. of Notes |     | Value in Rs. |     |       |
|---------|----------------------|--------------|-----|--------------|-----|-------|
|         |                      | 100          | 500 | 100          | 500 | Total |
| 1       | Vault Op. Balance    |              |     | 0            | 0   | 0     |
| 2       | Withdrawal from Bank |              |     | 0            | 0   | 0     |
| 3       | Replenish to ATM     |              |     | 0            | 0   | 0     |
| 4       | Cash Return          |              |     | 0            | 0   | 0     |
| 5       | ATM Unfit Currency   |              |     | 0            | 0   | 0     |
| 6       | Closing Balance      | 0            | 0   | 0            | 0   | 0     |
| 7       | ATM Fit Currency     | 0            | 0   | 0            | 0   | 0     |

ANNEXURE – 6

**Hard Disk & EPP Handover Format**  
**(To be pasted on the envelope containing the Harddisk)**

|                                                                                                                                                                                                                                                                                                    |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Last Terminal ID Assigned to machine                                                                                                                                                                                                                                                               |  |
| Machine Type (Cash Dispenser-CD, Cash Deposit Machine-CDM, Automated Deposit cum Withdrawal Machine-ADWM i.e. Cash Recycler)                                                                                                                                                                       |  |
| Circle                                                                                                                                                                                                                                                                                             |  |
| OEM Make                                                                                                                                                                                                                                                                                           |  |
| OEM Serial No. of machine                                                                                                                                                                                                                                                                          |  |
| Last MS Vendor                                                                                                                                                                                                                                                                                     |  |
| Date of Handover                                                                                                                                                                                                                                                                                   |  |
| Tentative date of Degaussing & Disposal (6 months from Handover date)                                                                                                                                                                                                                              |  |
| Last transaction date of machine (if available)                                                                                                                                                                                                                                                    |  |
| Address of the Installed Machine                                                                                                                                                                                                                                                                   |  |
| Owner Branch code                                                                                                                                                                                                                                                                                  |  |
| Owner Branch Address                                                                                                                                                                                                                                                                               |  |
| Name & PF ID of Branch Manager                                                                                                                                                                                                                                                                     |  |
| Name & PF ID of Channel Manager                                                                                                                                                                                                                                                                    |  |
| <b><u>DECLARATION BY OEM/MACHINE VENDOR/SCRAP VENDOR HANDING OVER THE HARDDISK</u></b>                                                                                                                                                                                                             |  |
| <p><i>I/We give an undertaking that the integrity of the data on the Hard Disk &amp; EPP has not been compromised and put to any misuse, causing financial or reputational loss to the Bank. The same harddisk&amp; EPP installed in the machine has been handed over to the owner Branch.</i></p> |  |
| Name of OEM/Machine Vendor/Scrap Vendor handing over the Harddisk                                                                                                                                                                                                                                  |  |
| Company Name of OEM/Machine Vendor/Scrap Vendor handing over the Harddisk                                                                                                                                                                                                                          |  |
| Signature of OEM/Machine Vendor/Scrap Vendor handing over the Harddisk                                                                                                                                                                                                                             |  |
| <b><u>ACKNOWLEDGEMENT &amp; CONFIRMATION BY OWNER BRANCH</u></b>                                                                                                                                                                                                                                   |  |
| <p><i>I/We give an undertaking that the Harddisk&amp; EPP has been removed from the machine in my/our presence and that same Harddisk is being preserved under our Branch's custody and that same EPP has been broken &amp; will be disposed off as per e-waste policy.</i></p>                    |  |
| Name of Branch Manager or his representative accepting the Harddisk                                                                                                                                                                                                                                |  |
| Signature of Branch Manager or his representative accepting the Harddisk                                                                                                                                                                                                                           |  |

**BANK GUARANTEE FOR CASH REPLENISHMENT SERVICES**

This Guarantee is made at Mumbai on this \_\_\_\_ day of \_\_\_\_\_, 201 by \_\_\_\_\_, having its Registered / Head Office at \_\_\_\_\_ (hereinafter called the "Bank", which expression shall, unless repugnant to the context or meaning thereof, shall mean and include, its successors and assigns) in favour of State Bank of India, a body corporate constituted under State Bank of India Act, 1955, having its Corporate Centre at State Bank Bhavan, Madam Cama Road, Nariman Point, Mumbai – 400021 and having its Global IT Centre at Sector-XI, CBD Belapur, Navi Mumbai - 400614 (hereinafter called "SBI", which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and assigns).

WHEREAS \_\_\_\_\_, having its registered office at \_\_\_\_\_ and its corporate office at \_\_\_\_\_ (hereinafter called the " Vendor " which expression shall unless repugnant to the context or meaning thereof shall mean and include its successor and assigns), has entered into Agreement for Services of ATMs dated \_\_\_\_\_ with SBI (hereinafter referred to as the MS Agreement) whereby \_\_\_\_\_ has agreed to provide services for the ATMs handed over by SBI.

AND WHEREAS under the MS Agreement, \_\_\_\_\_ has, inter-alia, agreed to provide Cash Replenishment Services upon the terms and conditions stated in the RFP as "Cash Replenishment / Cash Evacuation Services".

AND WHEREAS in accordance with clause 7 of Cash Services Annexure, Vendor is required to furnish a Bank Guarantee for the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) securing its obligations in respect of vault loss and transit loss while providing the Cash Services in accordance with the terms of Cash Services Appendix. Such Bank Guarantee is required to be valid till the validity of MS Agreement i.e. till \_\_\_\_\_. In the event of failure on the part of Vendor to pay for cash losses as per the terms and conditions of the Cash Services Annexure, SBI shall be entitled to invoke the guarantee.

AND WHEREAS the Bank at the request of Vendor agreed to issue in favour of SBI this guarantee for Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

**IN CONSIDERATION OF THE ABOVE PREMISES**

1.(a) We \_\_\_Bank shall on written demand(s) from time to time from SBI stating that the amount claimed is due by way of cash loss suffered by the SBI without protest or demur or without reference to Vendor and notwithstanding any contestation or existence of any dispute whatsoever between Vendor and SBI, pay to SBI forthwith the sums so demanded by Bank in each of its demands, not exceeding an aggregate amount of Rs. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

- (b) Any notice/communication/demand from SBI to the effect that there has been failure on the part of Vendor to fulfill its obligations to pay for the Cash Loss under the Cash Services Appendix shall be conclusive, final and binding on the Bank and shall not be questioned by the Bank, in or outside the court, tribunal, authority or arbitration as the case may be.
- (c) This guarantee shall be a continuing guarantee during its currency.

2. We, \_\_\_\_\_ Bank, HEREBY FURTHER AGREE & DECLARE THAT:

- (a) Any neglect or forbearance on the part of SBI to Vendor or any indulgence of any kind shown by SBI or any change in the terms & conditions of the said Cash Services Annexure shall not in any way release or discharge the Bank from its liabilities under this guarantee.
- (b) This guarantee herein contained shall be distinct and independent and shall be enforceable against the Bank, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- (c) This guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the guaranteeing powers by or on behalf of the Bank or by merger or amalgamation or any change in the constitution or name of the Bank.
- (d) This guarantee shall not be affected by any change in the constitution of SBI or Vendor or winding up / liquidation of Vendor, whether voluntary or otherwise.
- (e) SBI can make its claim in one or more events within the total liability of the Bank.
- (f) Notwithstanding anything contained herein:
- (i) Bank's liability under this Bank Guarantee shall not exceed Rs. ..../- (Rupees ..... only).
- (ii) This Bank Guarantee shall be valid upto .....; and
- (iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serves the Bank claim or demand on or before .....(3 months from the date of expiry of this BG)..... .
- (iv) The guarantor, under its constitution, has powers to give this guarantee and Shri \_\_\_\_\_ (signatories) Official(s) / Manager(s) of the Bank who has / have signed this guarantee has / have powers/authority to do so.

IN WITNESS WHEREOF THE Bank has caused these presents to be signed at the place and on the date, month & year first herein above written through its duly authorised official.

Signed and Delivered

\_\_\_\_\_ Bank , Mumbai

## 7 Security

The vendor will be primarily responsible of security of CDs and should use the latest tools and gadgets to curb potential frauds.

**8 Insurance**

- a) The Vendor should ensure that the entire cash of the Bank handled by it in the vault/in transit/in CD is adequately insured with the bank as beneficiary.
- b) Insurance value should be as per the actual value of cash being handled at each Vault location and or in Transit or in CD.
- c) Vendor should submit a copy of Cash insurance cover to the Bank.
- d) In case of any cash Loss, the Vendor should reimburse the loss amount to the Bank immediately, without waiting for settlement of Insurance claim.
- e) The vendor will be required to furnish a Bank Guarantee as per the provided format to be calculated @ Rs.50,000/- per CD for securing its obligations in respect of vault loss and transit loss while providing the Cash Replenishment Services in accordance with the terms of the Agreement. Such Bank Guarantee is required to be valid till the validity of Agreement. In the event of failure on the part of the vendor to pay for cash losses as per the terms and conditions, the Bank shall be entitled to invoke the guarantee.

**9 Compliance of Statutory and other responsibility**

- a) The Vendor should ensure that statutory, regulatory and all other guidelines are complied with respect to the cash in transit and held in vaulting and loaded in ATM /CD.
- b) It shall be the sole responsibility of the Vendor to obtain required licences, permissions etc from local or any other authority for cash transit or vaulting.
- c) Any penalty charged to the Bank for non compliance with any guideline or for non obtainment of required permissions, licenses by the Vendor will be reimbursed by the Vendor to the bank.
- d) In the event of seizure of Bank’s cash for non compliance of any guidelines or non obtainment of required licenses, permissions etc by the Vendor, all costs incurred for release of bank’s cash will be borne by the Vendor.

**10 MIS Report**

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 |
|-------|--------|-------------|
|-------|--------|-------------|

| Monthly     |                                                          |                                                                                                                                                             |
|-------------|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 Recommendations      | Cash | 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, regulatory requirement 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 classifiable at Multiple levels such as Endpoint/ATM Wise, LHO wise, Zonal Office wise etc or as may be intimated by Bank.

**Appendix-F**

**INSTALLATION OF 10,000 ATMs UNDER TOTAL OUTSOURCED MODEL (TOM) - PHASE XIV NAME OF THE BIDDER: \_\_\_\_\_**

| Items (Excluding GST)                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Threshold          | Rate to be Quoted | Computed Rate (Paisa upto 4 decimal)<br>Computed Rate<br>Rs. XX<br>Paise YY |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------|-----------------------------------------------------------------------------|
| Financial Transaction Rate Per Transaction of offsite CD Rs.                                                                                                                                                                                                                                                                                                                                                                                                              | A                  | 100 %             | Rs. _____<br>Paise _____                                                    |
| Financial Transaction Rate Per Transaction of onsite CD Rs.                                                                                                                                                                                                                                                                                                                                                                                                               | B= MAX 65% OF<br>A | _____ %           | Rs. _____<br>Paise _____                                                    |
| Non Financial Transaction Rate Per Transaction of offsite CD Rs.                                                                                                                                                                                                                                                                                                                                                                                                          | C= MAX 25% OF<br>A | _____ %           | Rs. _____<br>Paise _____                                                    |
| Non Financial Transaction Rate Per Transaction of onsite CD Rs.                                                                                                                                                                                                                                                                                                                                                                                                           | D= MAX 25% OF<br>B | _____ %           | Rs. _____<br>Paise _____                                                    |
| <p>_____ To be entered by Bidder while submitting Technical Bids. However, Reverse auction will be carried out at item mentioned against "A". Selected Vendors (L2/L3 etc) has to match all line items mentioned against A,B,C,D</p> <p>_____ To be entered by Bidder while submitting Technical Bids. However, Reverse auction will be carried out at item mentioned against "A". Selected Vendors (L2/L3 etc) has to match all line items mentioned against A,B,C,D</p> |                    |                   |                                                                             |

"There will be monthly billing based on the no. of successful Financial and Non-financial transactions in that month multiplied by respective per transaction rates. The payment shall be done in subsequent month(s), after computation of applicable penalties, if any."

~~TCO is the Total Cost of Ownership of the project for the entire of contract i.e. 7 years. The assumptions to compute TCO are as under :~~

- ~~i. Onsite ATMs = 4000; Offsite ATM = 2000~~
- ~~ii. 200 Txn per day per ATM irrespective of type of site. 150 Txns. are financial and 50 are Non financial~~
- ~~iii. No. days in a year = 365; Total 7 years~~

TCO is the Total Cost of Ownership of the project for the entire of contract i.e. 7 years. The assumptions to compute TCO are as under:

RFP for Installation of ATMs under TOM

- i. Onsite ATMs = 4000; Offsite ATM = 6000
- ii. 200 Txn per day per ATM irrespective of type of site. 150 Txns. are financial and 50 are Non-financial
- iii. No. days in a year = 365; Total 7 years

**Illustration of TCO**

Rate/ txn

A = Rs 10.19 ; B= 65%of A= 6.62; C= 25% of A = 2.55; D= 25% of B= 1.66

|                                      | ONSITE            |                 | OFFSITE           |                 |                           |
|--------------------------------------|-------------------|-----------------|-------------------|-----------------|---------------------------|
| No of ATM                            | 4000              |                 | 6000              |                 |                           |
| Transaction per day (150 Fn + 50 NF) | 150               | 50              | 150               | 50              |                           |
| rate/ txn                            | 6.62              | 1.66            | <b>10.19</b>      | 2.55            |                           |
| cost/ day/ ATM                       | 993.53            | 82.79           | 1,528.50          | 127.38          |                           |
| no. of days                          | 365               | 365             | 365               | 365             |                           |
| cost/ Yr / ATM                       | 3,62,636.63       | 30,219.72       | 5,57,902.50       | 46,491.88       | 9,97,250.72               |
| Total Cost/Yr                        | 1,45,05,46,500.00 | 12,08,78,875.00 | 3,34,74,15,000.00 | 27,89,51,250.00 | 5,19,77,91,625.00         |
| No. of Yrs                           |                   |                 |                   |                 | 7                         |
| TCO                                  |                   |                 |                   |                 | <b>36,38,45,41,375.00</b> |

**Breakup of Taxes and Duties**

| Sr. No.            | Name of activity/Services | Tax 1               | Tax 2 | Tax 3 |
|--------------------|---------------------------|---------------------|-------|-------|
|                    |                           | Mention Name of Tax |       |       |
|                    |                           | GST%                |       |       |
| 1.                 |                           |                     |       |       |
| 2.                 |                           |                     |       |       |
| 3.                 |                           |                     |       |       |
| <b>Grand Total</b> |                           |                     |       |       |

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-G**  
**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**

**Bidder Name: \_\_\_\_\_**

This is to certify that proposed \_\_\_\_\_ <services as per scope of work> is having the local content of \_\_\_\_\_ % as defined in the above mentioned 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 29, 2019.~~

**CERTIFICATE OF LOCAL CONTENT**

This is to certify that proposed \_\_\_\_\_ <services as per scope of work mentioned in the TCO of the Indicative Commercial Bid> is having the local content of \_\_\_\_\_ % as defined in the above mentioned 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 29, 2019.~~

**Signature of Statutory Auditor/Cost Auditor**

Registration Number:

Seal

**Counter-signed:**

**Bidder**

< Certified copy of board resolution for appointment of statutory/cost auditor should also be enclosed with the certificate of local content.>

**Appendix–H****BANK GUARANTEE FORMAT  
(TO BE STAMPED AS AN AGREEMENT)**

1. THIS 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).
2. 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 develop, implement and support \_\_\_\_\_ (name of Service) (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. **SBI:xx:xx** dated **dd/mm/yyyy**.
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of \_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.
4. 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 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.
5. 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 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 not withstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI not exceeding 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 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.
- vi. This Guarantee shall remain in full force and effect for a period of \_\_ year(s) \_\_\_\_\_ month(s) from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us 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:**

- i. Our liability under this Bank Guarantee shall not exceed Rs \_\_\_\_\_/- (Rs. \_\_\_\_\_ only)
- ii. This Bank Guarantee shall be valid upto \_\_\_\_\_
- iii. 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 \_\_\_\_\_

**Yours faithfully,**

**For and on behalf of bank.**

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

**FORMAT FOR EMD BANK GUARANTEE**

To:

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Dear Sir,

**EMD BANK GUARANTEE FOR  
NAME OF SERVICES TO STATE BANK OF INDIA TO MEET SUCH REQUIRMENT  
AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE SBI/AC/2019-20/006  
dated : 07/02/2020**

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/2019-20/006 dated : 07/02/2020**.

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



RFP for Installation of ATMs under TOM

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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 180 days 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 180 days 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)

**Appendix-I**

**PENALTIES**

**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. All penalties shall be recovered concurrently from the total bill payable to the Vendor for the particular quarter, subject to the maximum of 35% of the bill payable (except for actual loss, transition penalty, e-surveillance).
- 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 In case the penalties levied on the vendor are more than 35% in any Circle for a consecutive period of six months then the bank has the right to terminate the services of the vendor from that particular Circle.
- 1.6 In case of non installation of CD at the site desired by the Bank a penalty of Rs. 5000 per day will be charged to the vendor after 30 days of issuance of PO.
- 1.7 State Bank Group desires to provide world-class services at its ATMs/CDs/CDMs/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.
  - 1.7.1 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.

RFP for Installation of ATMs under TOM

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

| Category          | Minimum targeted Uptime / Availability per month |
|-------------------|--------------------------------------------------|
| VIP- endpoints    | 98%                                              |
| Regular endpoints | 95%                                              |

1.7.5 Availability :

- 1.7.5.1 Total time when endpoint was supporting cash withdrawal depending on the nature of the endpoint i.e. ATM will be considered available if it is dispensing cash.

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

1.7.5.2 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.~~

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.

[“Charges Payable= defined as the total amount to be paid for that month (no. of successful Financial & non-financial transactions of that month multiplied by the respective per transaction rate) before deduction of applicable penalties, if any, for that ATM.”]

**VIP endpoints**

| Availability         | Penalty amount         |
|----------------------|------------------------|
| 95% to less than 98% | 5% of Charges Payable  |
| 92% to less than 95% | 10% of Charges Payable |
| less than 92%        | 25% of Charges Payable |

**Regular endpoints:**

| Availability         | Penalty amount         |
|----------------------|------------------------|
| 92% to less than 95% | 5% of Charges Payable  |
| 87% to less than 92% | 10% of Charges Payable |
| less than 87%        | 25% of Charges Payable |

**Incentive and rewards for maintaining Higher Uptime.**

**VIP endpoints**

| Availability or Total Hits                                                                                                                                                                                    | Incentive Amount           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| If the monthly average availability of the machine is greater than equal to <b>98%</b>                                                                                                                        | 7% of the Charges payable  |
| Else                                                                                                                                                                                                          |                            |
| Irrespective of Availability, if the monthly average Total hits of the machine is:                                                                                                                            |                            |
| Greater than equal to 500                                                                                                                                                                                     | 10% of the Charges Payable |
| Greater than equal to 400 but less than 500                                                                                                                                                                   | 8% of the Charges Payable  |
| Greater than equal to 300 but less than 400                                                                                                                                                                   | 7% of the Charges Payable  |
| Greater than equal to 250 but less than 300                                                                                                                                                                   | 5% of the Charges Payable  |
| Note: for machines falling into both criteria, the incentive percentage will be the sum of both percentage.<br><br>E.g. A machine with 98% availability and hits of 550, the incentive % will be 7%+10%= 17%. |                            |

**Regular ATMs**

| Availability or Total Hits                                                                                                                                         | Incentive Amount           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| If the monthly average availability of the machine is greater than equal to <b>95%</b> and Monthly Average Total hits of that machine is greater than equal to 200 | 7% of the Charges payable  |
| Else                                                                                                                                                               |                            |
| Irrespective of Availability, if the monthly average Total hits of the machine is:                                                                                 |                            |
| Greater than equal to 500                                                                                                                                          | 10% of the Charges Payable |
| Greater than equal to 400 but less than 500                                                                                                                        | 8% of the Charges Payable  |
| Greater than equal to 300 but less than 400                                                                                                                        | 7% of the Charges Payable  |
| Greater than equal to 250 but less than 300                                                                                                                        | 5% of the Charges Payable  |

Note: for machines falling into both criteria, the incentive percentage will be the sum of both percentage.

E.g. A machine with 95% availability and hits of 550, the incentive % will be  $7\%+10\%= 17\%$ .

Total Hits includes Financial (Withdrawal & deposit), non-financial transactions and Value added service transactions. Admin transactions are not included.

### 1.8 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.

### 1.9 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.

### 1.10 Cash Management

Penalty for not maintaining target FoS :

**“Factor of Safety (FoS)”**, i.e. the ideal amount of Cash that should be present in the ATM to prevent Cash out and idle cash situation.

FoS will be fixed at 2.0 i.e. for every Rs.100 withdrawn, there should be upto Rs.200 in the endpoint. It can be calculated as:

$$\frac{\text{[Opening cash in the ATM + Amount of cash replenished]}}{\text{Net cash withdrawn by customer during the day}} = 2$$

FoS will be calculated on Daily basis at every individual ATM level wherever cash replenishment is outsourced (except days prior to the Bank Holiday)

The FoS will be **2** for such instances, i.e. 2 times the cash withdrawn to be present in the ATM

FoS is applicable to only those endpoints where cash replenishment/ services are outsourced.

There shall be a relaxation on days prior to the holiday because cash may not be available from the Bank on Sundays/ Holidays.

The FoS will be **2.5** for such instances, i.e. 2.5 times the cash withdrawn to be present in the ATM

**If FoS is more than 2 or 2.5 as mentioned above, then interest @ 18.60% will be levied on the excess cash found above the prescribed norm.**

The following formula shall be used by the Bank to arrive at the amount of excess cash:

Excess cash=opening balance + cash replenished - Ideal cash;

where Ideal cash = Cash dispensed \* Target FoS

The Vendor shall not hold or retain in their vault more than 15% of the total cash taken from Bank on monthly basis. If the retention is more than 15%, a penalty of **18.60%** per annum shall be levied on the excess cash retained in the vault during the month.

However, there will be no FoS penalty for first three months for any newly installed ATM. This relaxation is provided to understand the dispensing pattern of the newly installed ATM for the initial period of three months.

**1.11 Cash Out :**

For Cash Out penalty shall be charged as under:-

(i) Rs.1000/- per endpoint upto 3 hours. In case the cash out extends beyond 3 hours, then Rs.1000 for each hour.

(ii) Additional Rs.5000/- if cash out continues beyond 12 hours, for each block of 4 hours.

Example: If a cash out incident is closed within 3 hours, the penalty shall be Rs. 1000/- only. However, if it is closed in 26 hours, the penalty would be Rs. 30,000/- (Rs. 10,000/- for 12 hours +Rs. 5000/- x 4 for next 12 hours)

Bank shall levy penalty of Rs.1000 per incident, if Reject Bin full is not cleared within 4 hours

**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. Further, the Vendors will ensure that their CIT/CRA will provide the uninterrupted services and in case of disruption of services on account of any reason Bank will recover the suitable cost from vendor in his next bill upto the extent of Rs 5,000/- per endpoint per day for the period service was affected.

**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.

**1.12 PENALTY RELATED TO E-SURVEILLANCE**

| Sl. No. | Parameter                                            | Metric                                                                                                                                                                                                                                                                                         | Penalty                                                                                                                                                                                                                                                                                                         |
|---------|------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | Equipment Uptime                                     | At least 99% uptime expected<br>i. System is non-functional for more than 30 minutes up to 4 Hours, ,<br>ii. system remains non-functional beyond 4 hrs and up to 24 hours,<br>iii. system remains non-functional beyond 24Hrs.up to 48Hrs,<br>iv. system remains non-functional beyond 72Hrs, | i. Rs 1500/-<br><br>ii. Rs 2500/-<br><br>iii. Rs 3500/-<br><br>iv. Rs 5000/- for that site for each instance of failure beyond 72 hours.                                                                                                                                                                        |
| 2       | Non installation of E-Surveillance                   | From the date of Cash Live                                                                                                                                                                                                                                                                     | A penalty of Rs. 1,000/- per week from the next day of cash live, till the date of making e-Surveillance live. The penalty amount for delayed installations will be due on 1st day of the week. This will be over and above the monthly cap of 35% on bills payment.                                            |
| 3       | Report to Bank                                       | All reports mentioned under "Scope of Work" to be submitted to Bank                                                                                                                                                                                                                            | The service provider-wise availability/performance/system down reports to be downloaded from the new dashboard. To be randomly verified by SBI / SBI appointed agency on monthly basis for SLA monitoring. For every non-compliance a penalty of 1% of the monthly fee of the concerned Circle shall be levied. |
| 4       | Loss to SBI due to un-reported / UNDETECTED incident | For every loss incurred by SBI, for the incidences which are not reported/detected by the service provider.                                                                                                                                                                                    | Actual financial Loss as per incident.                                                                                                                                                                                                                                                                          |



RFP for Installation of ATMs under TOM

|   |                                                                                                                                                                                                                         |                                                                                                                                                 |                                                                                                                                                                                                   |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5 | Non-Supply of Video Footage                                                                                                                                                                                             | For not providing CCTV footage for any incident/ATM transaction based footage. For not providing clear images and video (face not recognizable) | Rs. 10,000 OR Actual loss to the bank, whichever is higher.                                                                                                                                       |
| 6 | Unable to manage the crowding/detection of person with mask or helmet                                                                                                                                                   | For any detected incident where ATM is crowded beyond allowed no. of persons.<br>Person entering with masked face or helmet                     | Actual loss to the bank                                                                                                                                                                           |
| 7 | Failure of any equipment/sensor should be replaced/repared within 24 hours.                                                                                                                                             |                                                                                                                                                 | Beyond 24 hours, penalty will be as under:<br>Rs 5000/- for that site for each instance of failure up to 72 hours.<br><br>Rs 10,000/- for that site for each instance of failure beyond 72 hours. |
| 8 | Not keeping the sites clean                                                                                                                                                                                             |                                                                                                                                                 | As per the structure mentioned in Housekeeping. The penalty shall be levied for each instance reported by Channel Manager/ bank official/ E-Surveillance reports.                                 |
| 9 | Loss occurring out of equipment installed by service provider OR due to negligence on part of e-surveillance bidder or any of its associates OR , due to non-functioning of the system OR due to deficiency in services |                                                                                                                                                 | Actual loss to the Bank                                                                                                                                                                           |

**Appendix-J**

**DRAFT SERVICE LEVEL AGREEMENT**

**AGREEMENT  
FOR INSTALLATION OF 10000 ATMs  
UNDER TOTAL OUTSOURCED MODEL (TOM)**

**BETWEEN**

**STATE BANK OF INDIA, \_\_\_\_\_<sup>1</sup>**

**AND**

\_\_\_\_\_<sup>2</sup>

**Date of Commencement : \_\_\_\_\_<sup>3</sup>**

**Date of Expiry : \_\_\_\_\_**

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1 Office/ Department/ Branch which is executing the Agreement or the nodal department in the matter.

2 The other Party (Contractor/ Service Provider) to the Agreement

3 Effective Date from which the Agreement will be operative.

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This agreement (“Agreement”) is 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 at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its \_\_\_\_\_ Department,<sup>4</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 First Part:

AND

\_\_\_\_\_ <sup>5</sup> a private/public limited company/LLP/Firm ~~whichever is not applicable~~ incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 ~~whichever is not applicable~~, having its registered office at \_\_\_\_\_ hereinafter referred to as “**Service Provider/ Vendor**”, which expression shall mean to include its successors in title and permitted assigns of the Second Part:

WHEREAS

- (i) “The Bank” is carrying on business in banking in India and overseas and desirous to avail services for **INSTALLATION OF 10,000 ATMs UNDER TOTAL OUTSOURCED MODEL (TOM)** ;
- (ii) \_\_\_\_\_;
- (iii) \_\_\_\_\_; and
- (iv) Service Provider is in the business of providing \_\_\_\_\_ and has agreed to provide the services as may be required by the Bank mentioned in the Request of Proposal (RFP) No. **Ref: SBI/AC/2019-20/006 dated : 07/02/2020** issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a “RFP” and same shall be part of this Agreement.

---

<sup>4</sup>Name & Complete Address of the Dept.

<sup>5</sup>Name & Complete Address ( REGISTERED OFFICE) of 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:-

## 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:

- 1.1.1 **'The Bank'** shall mean the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures:< Strike of whichever is inapplicable.>
- 1.1.2 **"Confidential Information"** shall have the meaning set forth in Clause 14.
- 1.1.3 **"Deficiencies"** shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.
- 1.1.4 **"Documentation"** will describe in detail and in a completely self-contained manner how the User may access and use the installation of ATMs under Total Outsourced Model (~~name of the Software/ Hardware/ Maintenance Services~~) *<Strike off whichever is inapplicable>*,<sup>6</sup> such that any reader of the Documentation can access, use and maintain all of the functionalities of the ..... (Service)<sup>7</sup>, without the need

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<sup>6</sup> Name of Software/ Maintenance services

<sup>7</sup> Name of Software

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.

- 1.1.5 **"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).
- 1.1.6 **"Project Cost"** means the price payable to Service Provider over the entire period of Agreement (i.e. Rs. \_\_\_\_\_ <in words>) for the full and proper performance of its contractual obligations.
- 1.1.7 **"Request for Proposal (RFP)"** shall mean RFP NO. **Ref: SBI/AC/2019-20/006 dated : 07/02/2020** along with its clarifications/ corrigenda issued by the Bank time to time.
- 1.1.8 **"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.
- 1.1.9 **'Services'** shall mean and include the Services offered by Service Provider under this Agreement more particularly described in Clause 2 of this Agreement.
- 1.1.10 **"Applicant/ Bidder/ Service Provider/System Integrator"** means an eligible entity/ firm submitting a Proposal/the Bid in response to this RFP. The Bidder means Managed and Support services provider in India and must be an Indian firm / company/ organization registered under Companies Act.

- 1.1.11 **“Proposal/ Bid”** means the written reply or submission of response to this RFP.
- 1.1.12 **“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.
- 1.1.13 **“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.
- 1.1.14 **“Endpoint Provider”** means the Vendor who has supplied/is to supply the Endpoints to the Bank.
- 1.1.15 **“Solution Provider”** means the Vendor Selected by the Bank for implementation of Multi-Vendor Software Solution and Endpoint Protection Solution.
- 1.1.16 **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.
- 1.1.17 **“The Equipment / Endpoint / Machine / Product/ Cash Dispenser/ ATM”** means all the hardware, it’s all components, peripheral apparatus, associated software/ firmware/ operating software, Software Agent(s).“
- 1.1.18 **“VIP Endpoints”** are those endpoints which have been installed at Prime/ VIP 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 from time to time.
- 1.1.19 **“Regular Endpoints”** are all the other endpoints not included in the VIP category.
- 1.1.20 **“OEM Native Application”** means an application provided by Endpoint Provider to run the Endpoint (ATMs / CDs etc.) (excluding OS, Firmware, Middleware, Device drivers, CEN XFS, Terminal Diagnostic Tools/Utilities etc), following NDC or DDC message emulation protocol.
- 1.1.21 **“Support Services”** means those services ancillaries to the Endpoint, maintenance, central helpdesk & management center, its support, troubleshooting and other such obligations.

- 1.1.22 **“The Project”** means takeover, handover and commissioning of Endpoints for Services for the contract period.
- 1.1.23 **“The Project Site”** means locations where services as desired in this RFP document are to be provided.
- 1.1.24 **“RFP”** means The request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.
- 1.1.25 **“ATS”** means Annual Technical Support Services required especially at endpoint level to keep the endpoint up and running smoothly and without interruption.
- 1.1.26 **“Annual Maintenance Contract (AMC)”** - It would be the annual cost of maintenance/upkeep/updation of product or specified hardware and software.
- 1.1.27 **“TOM”** – Total Outsourced Model i.e. END to END solution for site identification, deployment, installation of Cash Dispensers and its Managed Services and other services (like E-surv. etc.) with per transaction cost to the Bank as per this RFP.
- 1.1.28 **“Financial Transaction”** means any transaction logged in the switch resulting in cash withdrawal.
- 1.1.29 **“Non-Financial transaction”** means any transaction logged in the switch including balance enquiry/mini-statement/pin-change/remittances and other Value added services transaction/insufficient funds transaction/wrong pin transaction/declined transaction by the switch and are considered as payable to the Vendor.
- 1.1.30 **“Successful transactions”** means cash transactions logged in the Switch including but not limited to withdrawals, balance enquiries, mini statements, PIN changes, Value-added services transactions, insufficient fund transactions and wrong PIN transactions.  
System Generated Transactions like auto reversal postings, ‘Not-on-us’ transaction postings to the ATM’s BGL a/c, profile requests and Money-Drawer messages etc will not be treated as ‘Successful transactions’ for the purpose of payment of invoices.

**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/ be deemed to have commenced from \_\_\_\_\_ (Effective Date).
- 1.3.2 This Agreement shall be in force for a period of **Seven** year(s) from Effective Date, 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 **Three** years on the mutually agreed terms & conditions.

## 2. SCOPE OF WORK

The scope and nature of the work which Service Provider has to provide to the Bank (Services) is described in [Appendix-E](#).

## 3. FEES /COMPENSATION

The Payment Terms for the work which Service Provider has to provide to the Bank (Services) is in terms of clauses given below:

- 3.1 All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. \_\_\_\_\_ *<insert tax payable by the Bank>* or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.
- 3.2 Service Provider shall provide a clear description quantifying the service element and goods element in the invoices generated by them.

### 3.3 Payments

- 3.3.1 The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof. All payments shall be made in Indian Rupees.
- 3.3.2 The Bank may withhold payment of any product/services that it disputes in good faith, and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.

### 3.4 Bank Guarantee and Penalties

- 3.4.1 Performance Bank Guarantee [PBG] of the amount 5% 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 or till the end of the contract, whichever is later, furnished hereunder strictly on the format at Appendix-H 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.
- 3.4.2 The Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this Agreement; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.
- 3.4.3 If at any time during performance of the contract, Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, 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 Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.
- 3.4.4 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule<sup>8</sup> specified in this Agreement.

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<sup>8</sup> Please ensure that the time scheduled is suitably incorporated in the Agreement.

3.4.5 Service Provider shall be liable to pay penalty at the rate mentioned in Appendix-H in respect of any delay beyond the permitted period in providing the Services.

3.4.6 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons solely and directly attributable to the Bank. On reaching the maximum of penalties specified the Bank reserves the right to terminate the contract.

#### 4. LIABILITIES/OBLIGATION

##### 4.1 The Bank's Duties /Responsibility(if any)

- (i) Processing and authorising invoices
- (ii) \_\_\_\_\_

##### 4.2 Service Provider Duties

- (i) Service Delivery responsibilities
  - (a) To adhere to the service levels documented in this Agreement.
  - (b) Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.
  - (c) Service Provider shall *ensure that* Service Provider's personnel and its sub-contractors (if allowed) 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.
  - (d) Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.
- (ii) Security Responsibility
  - (a) To maintain the confidentiality of the Bank's resources and other intellectual property rights.
  - (b) \_\_\_\_\_

(c) \_\_\_\_\_

## 5. REPRESENTATIONS & WARRANTIES

5.1 Each of the Parties represents and warrants in relation to itself to the other that:

- 5.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.
- 5.1.2 The person(s) signing this Agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
- 5.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the Services to be provided under this Agreement.
- 5.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
- 5.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

### 5.2 Additional Representation and Warranties by Service Provider

- 5.2.1 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.

- 5.2.2 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.
- 5.2.3 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.
- 5.2.4 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the services and products provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.
- 5.2.5 Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by 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 Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.
- 5.2.6 Service Provider warrants that at the time of delivery the software deployed/ upgraded as a part of this Agreement is free from malware, 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). Software deployed/ upgraded as a part of this Agreement shall remain free from OWASP Top 10 vulnerabilities (latest) during the term of this Agreement.
- 5.2.7 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.
- 5.2.8 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as

pension, gratuity, provided fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.

- 5.2.9 During the Contract period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, 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 and without any additional cost to the Bank.

## 6. GENERAL INDEMNITY

- 6.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.
- 6.2 Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to Service Provider without undue delay. Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

## 7. CONTINGENCY PLANS

Service Provider shall arrange and ensure proper data recovery mechanism, attrition plan and other contingency plans to meet any unexpected obstruction to Service Provider or any employees or sub-contractors (if allowed) of Service Provider in rendering the Services or any part of the same under this Agreement to the Bank. Service Provider at Banks discretion shall co-operate with the Bank in case on any contingency.

## 8. TRANSITION REQUIREMENT

In the event of failure of 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 the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistances 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, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement.

## 9. LIQUIDATED DAMAGES

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

## 10. RELATIONSHIP BETWEEN THE PARTIES

- 10.1 It is specifically agreed that 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.
- 10.2 Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.



- 10.3 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.
- 10.4 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.
- 10.5 All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred unless such accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.
- 10.6 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

#### **11. SUB CONTRACTING**

Sub-contracting is permitted as mentioned in scope of work in Appendix – E

#### **12. ASSIGNMENT**

Service Provider shall not transfer or assign at any stage, during the currency of this agreement, any of its duties, responsibilities, obligations and benefits of this agreement to any third party without the prior written consent of the Bank, except where Service Provider assigns this agreement to an Affiliate or a Joint Venture or to any entity which acquires the entire or partial stock or assets of Service Provider. However, prior notice has to be given to the Bank in all such cases.

Bank can transfer or assign any service or all services under this agreement at any stage to an Affiliate/ subsidiary/Joint Venture etc. during the currency of this agreement and inform to the vendors.

#### **13. INTELLECTUAL PROPERTY RIGHTS**

- 13.1 For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this Agreement, Service Provider shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.

13.2 Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.

13.3 Subject to clause 13.4 and 13.5 of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.

13.4 The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

13.5 Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Bank.

#### **14. INSPECTION AND AUDIT**

14.1 It is agreed by and between the parties that Service Provider shall be subject to annual audit by internal/external 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 Service Provider shall submit such certification by such Auditors to the Bank. 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 Service Provider. 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. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 1 (ONE) days to Service Provider before such audit and same shall be conducted during normal business hours.

14.2 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by 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 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.

14.3 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(ies). The Bank reserves the right to call for and/or retain any relevant information / audit reports on financial and security reviews with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/ data not related to Services under the Agreement (e.g. internal cost breakup etc.).

## 15. CONFIDENTIALITY

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- 15.1 “Confidential Information” mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or which, under the circumstances surrounding disclosure out to be treated as confidential, 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 Code, 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.
- 15.2 All information relating to the accounts of the Bank’s customers shall be confidential information, whether labeled as such or otherwise.
- 15.3 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 similar to comply with the confidential obligations under this Agreement.
- 15.4 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.

15.5 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.

15.6 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 obligations of confidentiality no less restrictive than the terms of this Agreement.

15.7 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 receiving party in breach of the terms hereof.
- (ii) Where any Confidential Information was disclosed after receiving the written consent of the disclosing party.
- (iii) Where receiving party is requested or required by law or by any Court or governmental agency or authority to disclose any of the Confidential Information, then receiving 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 receiving party from a third party which does not have any obligations of confidentiality to the other Party.
- (v) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.

15.8 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligations. 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, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- 15.9 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.
- 15.10 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 Service Provider's performance under the Agreement.
- 15.11 Upon expiration or termination of the Agreement, all the Bank's proprietary documents, customized programs partially or wholly completed and associated documentation, or the Bank's 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.
- 15.12 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of five (5) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

## 16. OWNERSHIP

- 16.1 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.
- 16.2 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, Service Provider shall hold All Intellectual Property rights in any pre-built software *per se*, except for those which have been assigned under this Agreement.
- 16.3 All information processed by Service Provider during software 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.

## 17. TERMINATION

17.1 The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:

- (e) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;
- (f) If Service Provider fails to perform any other obligation(s) under the Agreement;
- (g) Violations of any terms and conditions stipulated in the RFP;
- (h) On happening of any termination event mentioned herein above in this Agreement.

Prior to providing a written notice of termination to Service Provider under clause 16.1 (i) to 16.1 (iii), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

17.2 The Bank, by written notice of not less than 60 (sixty) days may terminate the Contract, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

17.3 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and subject to clause 20 Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.

17.4 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:

- (i) If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
- (ii) If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.
- (iii) If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.
- (iv) Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.

17.5 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.

17.6 In the event of termination of the Agreement for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.

17.7 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.

## **18. DISPUTE REDRESSAL MACHANISM & GOVERNING LAW**

18.1 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.

18.2 If the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any party notifying the other regarding the disputes, either party (the Bank 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.

18.3 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 the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.

18.4 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.

18.5 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.

18.6 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 **Mumbai** only.

18.7 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.

#### 19. POWERS TO VARY OR OMIT WORK

19.1 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 involves 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.

19.2 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.

**20. WAIVER OF RIGHTS**

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this Agreement will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

**21. LIMITATION OF LIABILITY**

21.1 The maximum aggregate liability of Service Provider, subject to clause 21.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.

21.2 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

21.3 The limitations set forth in Clause 21.1 shall not apply with respect to:

- (i) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;
- (ii) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider;
- (iii) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations;
- (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.

For the purpose of clause 21.3(ii) “Gross Negligence” means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

## 22. FORCE MAJEURE

22.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

22.2 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, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider 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.

22.3 If Force Majeure situation arises, the non-performing Party shall promptly notify 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.

~~22.4 If the Force Majeure situation continues beyond 30 (thirty) days, either Party 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 Agreement 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.~~

**CLAUSE DELETED**

### 23. NOTICES

23.1 Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).

23.2 A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.

23.3 The addresses for Communications to the Parties are as under.

- (a) In the case of the Bank  
 The Deputy General Manager (ATM- I&S)  
 State Bank of India  
 Corporate Centre,  
 9th Floor, Air India Building,  
 Nariman Point  
 Mumbai – 400 021

- (b) In case of Service Provider  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

23.4 In case there is any change in the address of one Party, it shall be promptly communicated in writing to the other Party.

24. **Project Plan, delivery and Schedule: The date of Letter of Intent (LOI).**

**X- The date of LOI.**

| 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-ATM Lab and thereafter in Live environment. | (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 is required to be provided at IT-ATM Lab, <i>pro bono</i> ) | Endpoint Provider | X+30 days                                  |

|  |                                                 |  |                         |           |
|--|-------------------------------------------------|--|-------------------------|-----------|
|  | Testing of all Certifications including EMV     |  | Endpoint Provider+ Bank | X+45 days |
|  | Live Pilot Testing, Monitoring Observations and |  | Endpoint Provider+ Bank | X+60 days |

Y = X+60 days

| Phase        | Roll – out Plan | Roll – out Plan | Roll – out Plan | Timelines |
|--------------|-----------------|-----------------|-----------------|-----------|
|              | L1              | L2              | L3              | (Days)    |
| I            | 1000            | 500             | 400             | Y+30      |
| II           | 1500            | 1000            | 600             | Y+45      |
| III          | 2500            | 1500            | 1000            | Y+60      |
| <b>Total</b> | <b>5000</b>     | <b>3000</b>     | <b>2000</b>     |           |

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).

**25. GENERAL TERMS & CONDITIONS**

25.1 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. *< Strike of whichever is inapplicable >*

25.2 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.

25.3 SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.

25.4 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) 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 provide

25.5 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.

25.6 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.

25.7 ENTIRE AGREEMENT: The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (i) This Agreement;
- (ii) Annexure of Agreement;
- (iii) Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_; and
- (iv) RFP and amendments hereto

25.8 PRIVITY: 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.

25.9 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.

25.10 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:**

**By:**  
**Name:**  
**Designation:**  
**Date:**

WITNESS:

1.

1.

2.

2.



**ANNEXURE, SCHEDULE, ETC**

**ANNEXURE-A ( Shall be framed by Bank based on RFP)**

**DELIVERABLES/SCOPE OF WORK**

As per **appendix -E** of the RFP(given separately in the agreement).

**ANNEXURE-B & C ( Shall be framed by Bank based on RFP)**

As per **appendix -4(a), 4(b), 4(c)** of the RFP(given separately in the agreement).

**ANNEXURE-D( Shall be framed by Bank based on RFP and as per requirement of the Bank)**

**ANNEXURE-E( Shall be framed by Bank based on RFP and as per requirement of the Bank)**

**ANNEXURE-F( Response / Resolution shall be framed by Bank based on RFP or as per requirements)**

ESCALATION MATRICS will be framed with the selected bidder

**ANNEXURE-G ( Shall be framed by Bank based on RFP)**

PENALTY

**As per Appendix-I of RFP** (given separately in the agreement).

**Appendix–K**

**NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at \_\_\_\_\_ 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 Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its \_\_\_\_\_ Department (hereinafter referred to as “Bank” which expression includes its successors and assigns) of the ONE PART;

And

\_\_\_\_\_ a 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>*, having its registered office at \_\_\_\_\_ (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 (the Party receiving the information being referred to as the “Receiving Party” and the Party disclosing the information being referred to as the “Disclosing Party. 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 developed, 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 free from any confidentiality obligations 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 and without confidentiality restrictions on use and disclosure; 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 “Covered Person” which term shall mean employees, contingent workers and professional advisers of a party 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 Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If Service Provider appoints any Sub-Contractor (if allowed) then 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. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.

- (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 (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
  - i. the statutory auditors of the either party and
  - ii. government or regulatory authorities regulating the affairs of the parties 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.

3. **Rights and Remedies**

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used 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.
  - i. Suspension of access privileges
  - ii. Change of personnel assigned to the job

iii. 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 sole and 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's patents, copyrights, trademarks, or trade secret information.
- (b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.
- (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. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.
- (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) The Agreement shall be effective from \_\_\_\_\_ ("Effective Date") and shall be valid for a period of \_\_\_\_\_ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. **Suggestions and Feedback**

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 \_\_\_\_\_ (Month) 20\_\_ at \_\_\_\_\_(place)

For and on behalf of \_\_\_\_\_

RFP for Installation of ATMs under TOM

---

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |

For and on behalf of \_\_\_\_\_

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |

**Appendix–L**

**PRE-BID QUERY FORMAT**

**(To be filled in E- Tendering site)**

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

Queries submitted earlier i.e upto 14.02.2020 are considered and will be responded by the Bank. Hence only additional queries, if any, needs to be submitted by the Bidder.



**Appendix–M**

**FORMAT FOR SUBMISSION OF CLIENT REFERENCES**

**To whosoever it may concern**

| <b>Particulars</b>                                     | <b>Details</b> |
|--------------------------------------------------------|----------------|
|                                                        |                |
| <b>Client Information</b>                              |                |
| Client Name                                            |                |
| Client address                                         |                |
| Name of the contact person and designation             |                |
| Phone number of the contact person                     |                |
| E-mail address of the contact person                   |                |
| <b>Project Details</b>                                 |                |
| Name of the Project                                    |                |
| Start Date                                             |                |
| End Date                                               |                |
| Current Status (In Progress / Completed)               |                |
| <b>Size of Project</b>                                 |                |
| Value of Work Order (In Lakh) (only single work order) |                |
|                                                        |                |

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix–N**

**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 Global IT Center at CBD Belapur, 400614, (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/ Authorised signatory (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 any Bank including SBI . However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Scheduled Commercial Bank other than SBI 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 5.1(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 Monitors (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 K. Chandrahas,<br>G-1, Reliance Homes,<br>8-2-5414/R, Road No. 7,<br>Banjara Hills,<br>Hyderabad – 500034<br>kchandrahas@yahoo.com | Dr. Parvez Hayat,<br>B-4/69-A,<br>Safdarjung Enclave,<br>New Delhi – 11029.<br>phayatips@gmail.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

Name of the Officer.

Designation

Office / Department / Branch

State Bank of India.

For BIDDER

Chief Executive Officer/

Authorised Signatory

Designation

Witness

1

2

Witness

1.

2.

**Note: This agreement will require stamp duty as applicable in the State where it is executed or stamp duty payable as per Maharashtra Stamp Act, whichever is higher.**

**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 authorize M/s \_\_\_\_\_ (Name and address of Agent "Vendor") to submit a Bid for model \_\_\_\_\_, 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 supplied by us, which is offered by the above firm against this Bid Invitation, as agreed with the Vendor under the RFP.

**3.** We also undertake to provide any or all of the following materials, notifications, and information pertaining to the equipment and software solution supplied by us and distributed by the Vendor:

(a) Such equipment 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 equipment:

(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 equipment, if requested.

**4.** We confirm that the installations, Technical support and maintenance obligations required by the contract for the equipment and software solutions supplied by us and distributed by the vendor will be provided by us.

**5.** We hereby extend our full comprehensive warranty, annual maintenance as per the terms and conditions of this RFP and the agreement / contract with the Vendor, 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.

Countersigned:

Yours faithfully

(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.*

Appendix-P

**Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017**

To:

Date:

Dear Sir,

**Ref: RFP No. xxxx dated xxxx**

**Bidder Name:**

We, \_\_\_\_\_ are a 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>, having its registered office at hereinafter referred to as “Bidder/Seller” which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns.

This is to certify that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that the Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and is eligible to be considered.

We also accept that if such certificate given by the Bidder if our bid is accepted and is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Signature and Seal of the Bidder

**Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.**