SBI

REQUEST FOR PROPOSAL/**GLOBAL TENDER ENQUIRY (GTE)**
THROUGH GeM PORTAL
FOR PROCUREMENT OF 7500 AUTOMATED DEPOSIT CUM WITHDRAWAL
MACHINES (ADWMs) WITH COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT (AMC) SERVICES UNDER PHASE-XVI, 2023

Ref: SBI/ACV/2023-24/002 dated: 23rd June 2023 with

Corrigendum-I dated 13th, July 2023
Corrigendum-II dated 18th, July 2023

GEM BID No: GEM/2023/B/3608830

State Bank of India,
Anytime Channel Department,
Corporate Centre,
3rd Floor, World Trade Centre "Arcade"
Cuffe Parade,
Mumbai – 400005

Schedule of events

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Name: Sh S. Subramanian Designation: DGM(I&R) Anytime Channel Department, State Bank of India, 3rd floor, The Arcade, World Trade Centre, Cuffe Parade, Mumbai 400005. Email ID: dgmac.ir@sbi.co.in Contact Number: 9619792119
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website https://bank.sbi, GeM portal https://gem.gov.in and www.eprocure.gov.in (CPPP Portal) from 23rd June 2023 @ 05:00 PM. Any amendments, modifications, Pre-Bid replies & any communication etc. shall be uploaded on the above sites. No individual communication will be sent to the individual bidder. The Bank reserves the right to Cancel or postpone the tender at any stage without assigning any reason whatsoever.

3	Last date for requesting Pre-Bid Queries	Up to 5:00 pm on 30th June 2023.
		All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail to dgmac.ir@sbi.co.in. Participating bidders may submit their queries pertaining to the bid as per GeM.
		    a. Subsequent changes/amendments made, based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be a part of the RFP document and shall be uploaded on GeM Portal Only.
		    b. No oral or individual consultation shall be entertained.

Sl No	Particulars	Remarks
		c. Non reply to any of the queries raised by the vendors shall NOT be considered as acceptance of the query/issue by the Bank
4	Pre - bid Meeting at (venue) and date.	State Bank of India, Corporate Centre Anytime Channel Department 3rd floor World Trade Centre Arcade Cuffe Parade, Mumbai 400005. On 3rd July 2023 at the above mentioned (venue) or through online meeting
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 13th July, 2023.
6	Last date and time for Bid submission	Upto_17.00 (time) on ~~21st July, 2023~~ 25th July, 2023
7	Address for submission of Bids *(Please incorporate details of e-Procurement Agency portal wherein online bid has to be submitted)*	State Bank of India, Corporate Centre Anytime Channel Department 3rd floor World Trade Centre Arcade Cuffe Parade, Mumbai 400005.
8	Date and Time of opening of Technical Bids	At 17.30 hrs. on ~~21st July, 2023~~ 25th July, 2023 Authorized representatives of Bidders may be present online during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the Bidder representatives.
9	Opening of Indicative Price Bids	Indicative price bid of technically qualified bidders only will be opened on a subsequent date.

SI No	Particulars	Remarks	
10	Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid(s) as per the guidelines of GeM portal only.	
11	Tender Fee	**Rs.25000/-** Amount should be deposited through Demand Draft, favoring State Bank of India payable at Mumbai, against this RFP before submission of bid. The tender fee will be non-refundable. Draft date should not be prior to 23.06.2023.	
12	Earnest Money Deposit	The EMD for an amount of **Rs 2.00 crores** in the form of a bank guarantee as per the format prescribed under **Appendix R.** EMD shall be valid up to 180 days from bid submission date, to be submitted physically to State Bank of India, Corporate Centre Anytime Channel Department 3rd floor World Trade Centre Arcade Cuffe Parade, Mumbai 400005. Subscribed EMD for RFP no. SBI/ACV/2023-24/002 dated: 23rd June, 2023 with **Corrigendum-I dated 13th, July 2023 and Corrigendum-II dated 18th, July 2023** issued by Scheduled commercial Bank in India other than State Bank of India drawn in favor of State Bank of India payable at Mumbai. Bidder should submit EMD and Tender Fee separately. EMD date should not be prior to 23.06.2023.	
13	Performance Bank Guarantee	08% of Total Cost of Ownership (TCO) for the entire period of the contract.	Bank Guarantee [on the lines of **Appendix-J,** issued by Scheduled Commercial Bank in India, other than State Bank of India, drawn in favor of State Bank of India payable at Mumbai. Bank guarantee should be valid for 96 months from the effective date of the Contract. In case bank extends the contract further, PBG may be provided as per the percentage specified in original contract.

Sl No	Particulars	Remarks
14	Contact details of e-Procurement agency appointed for e-procurement	Please visit : https://gem.gov.in
15	Important Instructions	The bid documents and commercial bid shall be submitted online on GeM portal only as per this RFP document and as per the provisions and terms & conditions of GeM portal. Please make sure that all the documents are properly scanned and are legible to read. Bank Guarantee towards Earnest Money Deposit, integrity pact and all such Declarations/ Forms/ Formats/ Documents etc. asked in the RFP, which need to be submitted on Stamp Paper shall be submitted both Online (Scanned Copy) on GeM portal and Offline (Physical Copy) in the Tender Box by the bidder before bid submission timeline Physical Copy as mentioned above, at: State Bank of India, Corporate Centre Anytime Channel Department 3rd floor World Trade Centre Arcade Cuffe Parade, Mumbai 400005. Offline documents shall reach us within the stipulated timeline. The Envelope containing Offline documents as mentioned above shall contain the name and address of the bidder and name of RFP. If the envelope containing such documents is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening. The information and documents provided by the bidders in response to this RFP shall become the property of the Bank and will not be returned. Only the

Sl No	Particulars	Remarks
		Bank Guarantee towards Earnest Money Deposit/Bid Security shall be returned in accordance with relevant clause(s) of this RFP.

Note:

- Bids shall be opened as per the process and guidelines of GeM Portal. Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after the specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

- The bidder shall upload all the requisite documents while submitting the bid online on GeM portal as per the terms, conditions, and process of GeM Portal. It is the bidder's responsibility to ensure submission of all documents at the time of submission of bid online and no request in this regard shall be entertained post completion of bidding timeline.

- The terms and conditions written in this RFP document shall supersede any conflicting terms and conditions mentioned in GeM portal. The Bank's interpretations and decisions will be final and binding on the bidders.

Part-I

Part-II

All the procurements for New ADWMs installation/replacement through this Request For Proposal (RFP) under Global Tender Enquiry (GTE) will be for the period of seven years from the date of installation, which can be extended upto 10 years (i.e. upto another three years after base 7 years period in one or more tranches), at the sole discretion of the Bank.

1. *Invitation to Bid:*

1.1. State Bank of India, herein after referred to as 'SBI/the Bank', is having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, etc. of State Bank of India and branches/other offices located in India and foreign, other exchange companies available at various locations and managed by the Bank) collectively referred to as State Bank Group or 'SBG' hereinafter. This Request for Proposal (RFP) has been issued by the Bank for procurement of 7500 Automated Deposit cum withdrawal Machines (ADWMs) with Comprehensive Annual Maintenance Contract (AMC) Services for installation across the length and breadth of the country, with scope for up to 25% additional (+ or-) machines (1875), if required, at the sole discretion of the Bank. The procurement of ADWMs is, for replacement of old Capex machines of the BANK, however there may be some installations at new Sites under the Bank's expansion plan.

   The procurement under this RFP includes: -

   1.1.1. **New 7,500 ADWMs with 25 percent +/- as buffer quota ADWMs.**

   1.1.2. Provision of new UPS with Fast charging SMF/ Lithium-ion Batteries for the Integrated Power Management Solution, for each ADWM.

   1.1.3. Provision of additional set of lockable cassettes with lock and key (recycling cassettes, reject bins, retract bin / counterfeit bin, any other type of cassette / bin / component holding currency) for each machine as and when required by the Bank to implement RBI cassette swap guidelines.

   1.1.4. Machine should be capable of functioning in a Transportation Medium (like Vehicle, Jetty, Boat etc.,)

   1.1.5. **Comprehensive AMC of ADWMs machine, UPS and Batteries** with spare parts replacements, cassettes and/or machine replacement without additional cost to the bank for the entire contract period and any extensions thereof (Contract extensions at the sole discretion of the Bank). The procurement will be for a period of 7 years and extension up to 3 years at the sole discretion of the Bank from the date of installation of the ADWMs. The date of installation will be considered as the date on which the ADWMs becomes cash live.

1.1.6. Each new machine should be grouted, and all wires should be concealed during machine installation as per the specifications mentioned in this RFP. Old machine(s) under buyback, wherever applicable, should be de-grouted and disposed off as per e-waste policy of the Bank.

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1.2. The procurement is for 7500 ADWMs (Plus/minus 25 percent) wherein the Bank reserves the right to change the numbers under new/ replacement/ damaged/ vandalized ADWMs to change the allocation quota of new and replacement units within the total procured quantity. If the Bank decides to procure the additional machines, Bank will be free to decide whether they will be installed as new installations, against replacement of old machines or as additional machines.

1.3. To meet the ADWMs and COMPREHENSIVE AMC services, the Bank proposes to invite tenders from eligible vendors as per eligibility criteria mentioned in Appendix B to undertake supply, installation, testing, commissioning, and maintenance as per details/**scope of work** mentioned in Appendix E of this RFP document.

1.4. 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 goods and services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).

1.5. Address for submission of Bids, contact details including email address for sending communications are given in the Schedule of Events in this RFP document.

1.6. The purpose of this RFP is to seek a detailed technical and commercial proposal for procurement of the ADWMs and Support Services desired in this document. The proposed (ADWMs) and Support Services must integrate with Bank's existing infrastructure seamlessly, if required.

1.7. This document shall not be transferred, reproduced, or otherwise used for purpose other than for which it is specifically issued.

1.8. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for supply of (ADWMs) and Support Services for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed (ADWMs) and Support Services adhering to Bank's requirements outlined in this RFP.

1.9. Bidder shall be responsible for compliance of all the statutory and regulatory requirements of procurement guidelines of India.

1.10.   All the compulsory certificates to be submitted by bidders as and when required by the Bank.

2. Disclaimer:

2.1. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this RFP document.

2.2. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.

2.3. The purpose of this RFP is to provide the Bidder(s) with information to assist with the 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, analysis, should check the accuracy, reliability and completeness of the information contained in this RFP wherever necessary obtain independent advice/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

2.4. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

2.5. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

2.6. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

2.7. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required by the bidding document or to submit a Bid not substantially responsive to the bidding document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

2.8. The terms and conditions written in this RFP document shall supersede any conflicting terms and conditions mentioned in GeM portal. The Bank's interpretations and decisions will be final and binding on the bidders.

3. Definitions:

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

3.1. **"Bank / Purchaser / SBI"** 'means State Bank of India (Corporate Centre at Mumbai), various other offices (LHOs/Head Offices/Administrative Offices/Regional Business Offices/Global Link Services, Global IT Centre etc.) of State Bank of India, domestic and foreign branches/other offices, other exchange companies available at various locations and managed by the Bank.

3.2. **"Applicant/ Bidder/ Service Provider/System Integrator"** means an eligible entity/ firm submitting a Proposal/the Bid in response to this RFP. The Bidder means an OEM (Original Equipment Manufacturer) or their Authorized Distributors/ Agents in India and must be an Indian firm / company/ organization registered under Companies Act.

3.3. **"Proposal/ Bid"** means the written reply or submission of response to this RFP.

3.4. **"The Contract"** means the agreement entered 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/ ADWMs provider"** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as one of the Successful Bidder(s) as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank.

3.6. "**ADWMs**" shall mean the ADWM/Cash Recyclers (including Digital VSS camera) (with the configuration as specified in Appendix C of the RFP, wherever applicable) supplied by the ADWMs Provider.

3.7. "**Automated Deposit cum Withdrawal Machines (ADWMs)"** means – Bank has defined the name of Cash Recyclers as Automated Deposit cum Withdrawal Machines (ADWMs).

3.8. "**Solution Provider / MVS vendor"** means the Vendor Selected by the Bank for implementation of Multi-Vendor Software Solution and ADWMs Protection Solution.

3.9. **Project Cost and Total Cost of Ownership: "The Contract Price/Project Cost"** means the price payable to the Vendor under the Contract for the product and services for the entire period of contract as discovered in the price bid through the reverse auction process.

3.10. **"The Equipment / ADWMs / Machine / Product/ Cash Dispenser/ Recycler/Terminal/Automated Teller Machines, i.e. Cash Dispenser/Cash Point"** means all the hardware, it's all components, peripheral apparatus, associated software/ firmware/ operating software, Software Agent(s) which the Vendor is required to supply to the Bank under the RFP / Contract. "

3.11. "**OEM Native Application**" means an application provided by OEM (Original Equipment Manufacturer) to run the ADWMs (ADWMs) (excluding OS, Firmware, Middleware, Device drivers, CEN XFS, Terminal Diagnostic Tools/Utilities etc), following NDC or DDC message emulation protocol.

3.12. **"The Services"** means those services ancillaries to the supply of the equipment/ product, such as testing, transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, certifications, auditing, maintenance, its support, troubleshooting and other such obligations of the Vendor covered under the Contract and required by the Bank.

3.13. **"The Project"** means supply, installation, testing and commissioning, integration of hardware, software and services with support etc. under Warranty and annual maintenance contract. if required for the contract period and the extensions thereof. The installation of the ADWMs will include grouting and degrouting of the machines.

3.14. **"The Project Site"** means locations where supply and services as desired in this RFP document are to be provided.

3.15. **"Annual Maintenance Contract (AMC)"** means It would be the annual cost of maintenance of equipment (Hardware & Software) and Services associated thereto and annual maintenance contract is a business arrangement for ongoing maintenance agreed by the manufacturing facility and service provider including First Line Services (FLM), Supply of Consumables etc.

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. **"VIP ADWMs"** are those ADWMs which have been installed at Prime/ VIP/ High-hit locations like Airports, In-touch Branches, E-corners/ e-lobby, Railway/ Metro Stations, shopping malls, Market Areas, Tech Parks, Important/ main Bank Branches or any other location as identified by the Circles. Bank shall identify specific ADWMs not exceeding 25% of the ADWMs at the whole Bank level as 'VIP ADWMs' The list of VIP ADWMs is subject to review by the Bank.

3.18. **"Regular ADWMs"** are all the other ADWMs not included in the VIP category.

3.19. **ADWMs Software** should fully support to resolve any issue/ bug related Software hardware/ components /services /parameters /configurations /OS /XFS layer /devices/drivers/terminal diagnostic tools/utilities/patches provided by ADWMs provider for smooth running of solutions.

3.20. **MVS: Multi-Vendor Software (MVS) -**A standardized secure software solution and platform to run, manage and improve the functionality of the ADWM network while providing additional functions like online monitoring of the ADWMs.

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

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

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

g) vandalism.

3.22. ~~"**ADWMs Loss Liability Limit**" means the maximum amount of ADWMs Provider's liability for an ADWM Loss. The ADWMs Loss Liability Limit is Rs.1,00,00,000/- (Rupees One crore only) per ADWM.~~

3.23. "**Business Day/working day**" means a day which is not a 2nd& 4th Saturday, Sunday or Public Holiday declared under NI Act

3.24. "**Warranty Effective Date**" means the date when the machine is **cash-live** i.e. commencement of cash withdrawal and cash deposit (both) transactions.

3.25. "**Warranty Period**" shall mean a period of one year from the Warranty Effective Date.

3.26. "**Maintenance Effective Date**" shall the date immediately succeeding the completion of Warranty Period.

3.27. "**Maintenance Renewal Date**" shall mean six years from the Maintenance Effective Date (i.e. After warranty period of one year) and each anniversary thereafter.

3.28. "**Public Holidays**" shall mean public holidays under NI Act., at the place where the Equipment is located, when banks are closed for business.

3.29. "**Occurrence**" means a single event or a series of related event resulting in a loss or losses.

3.30. "**Response Time**" means interval between the trigger or alert generated by Bank's ADWM Online Monitoring Tool / MVS vendor to the ADWMs/ service provider and latter's arrival time at the respective ADWM.

3.31. "**Bank Preventable Calls**" means a service call to ADWMs/ Service provider and / or their subcontractors, if any. Bank preventable calls include but are not limited to, calls for FLM to replenish supplies, calls to CRA/CIT Agencies etc.

3.32. "**L1/L2/L3 …so on**" The L1 price / rate is the lowest TCO value discovered during the Online Reverse Auction Process. The next price / rate with subsequently higher quoted value than L1 price / rate will be L2 price / rate and so on.

3.33. **Commencement of Services**" shall mean the date on which the newly commissioned machine under this RFP is made "**cash-live**" and available for customer cash transactions. "**Cash-live**" means that the cash deposit and cash withdrawal transactions are carried out successfully at ADWM/ADWMs.

3.34. "**GeM**" Government e Market is the online marketing place developed by the ministry of commerce for common use goods and services.

4. SCOPE OF WORK:

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

5. ELIGIBILITY AND TECHNICAL CRITERIA:

5.1. Bid is open to all Bidders who meet the eligibility criteria and Technical & functional specifications as given in **Appendix-B & Appendix-C of** this document respectively. The Bidder must submit the documents substantiating eligibility criteria as mentioned in this RFP document.

5.2. Bidders to note that:

(a) **Bidders shall source ADWMs machines (cash recyclers), UPS & fast charging SMF / Lithium-ion batteries, additional set of new cassettes and such other items which are preferably available locally.**

(b) **The ADWMs machine of a particular OEM can be supplied by either the OEM themselves or through their authorized dealer / bidder. In cases where the manufacturer/ OEM has submitted the bid, the bids of its authorized dealer / bidder will not be considered and EMD will be returned.**

(c) **One bidder can supply ADWMs machines of one or more OEMs. In this scenario the classification of the bidder as Class I, Class II or Non - Local will be defined based on the local content percentage of the proposed machines which ever has the lowest local content percentage.**

(d) **The OEM must supply the same model with the same specifications to all the bidders who propose to supply machine from that OEM.**

5.3 The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed by the Govt. of India **(Appendix-Q)** duly signed by the Bidder on each page and witnessed by two persons. Self-Attested KYC documents of the signatories (including witnesses) should be submitted. The agreement shall be stamped as applicable in the State where it is executed. Bid submitted without PRE-CONTRACT INTEGRITY PACT, as per the format provided in RFP, shall not be considered.

5.4 Bank's Multi-vendor Software (MVS), EPS, OMS, Other software testing will be a criterion for the successful bidders. The successful bidders must deliver 2

machines with 2 UPSs + Fast Charging SMF / Lithium-ion Batteries with at least 8 hours backup (having Integrated Power Management feature) for testing at the Bank's ATM test Lab located in CBD Belapur Navi Mumbai within 10 days (calendar days) from the issuance of Letter of Intent(LOI) and the machines have to be tested successfully for OEM / Native software and Bank's MVS platform including completion of EMV L3 certification from all the scheme (wherever necessary) within 45 days (calendar days) of delivery of machines. A penalty of Rs 10,000/- per day will be imposed on the selected bidders if their machines are either undelivered or not tested for MVS, EPS, OMS, Other software and OEM / Native software within the prescribed timelines. The Bank, however, has the discretion to review the penalty.

5.5 During testing of the supplied machine in the Bank's IT-Lab, if the machine is found to be incompatible with Bank's existing MVS, EPS, other software, and despite several developments / customizations / modifications by the OEMs, the machine remains incompatible, Bank reserves the right to disqualify that bidder (who supplied that machine) and assign the allocated quota (of this disqualified bidder) to other successful bidder of this RFP whose machine is tested to be compatible. The timeframe for testing Bank's existing MVS, EPS, other software, and several developments / customizations / modifications by the OEMs to make their machines compatible shall be within 90 calendar days from the date of commencement of testing by the Bank. Bank may, at its sole discretion, provide extensions to this timeframe, if deemed necessary. The penalty mentioned in clause 5.4 shall be applicable. In case, if the machines of successful bidders L1, L2…… bidders are incompatible, Bank at its sole discretion may allocate the respective quotas of L1 & L2 to L3, L4, L5… (identified in Reverse Auction process). Bank may give the entire procurement to a single vendor whose machine is tested to be compatible in case a single bidder situation arises.

6. COST OF BID DOCUMENT:

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

7. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:

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

7.2 A pre-Bid meeting will be held on the date and time specified in the schedule

of events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.

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

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

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

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

7.7 In case of conflict w.r.t. any clause between the Pre-bid responses released by Bank and this RFP {with its Corrigendum(a)}, the content mentioned in the RFP {with its Corrigendum(a)} will prevail.

7.8 The queries received (without identifying source of query) and response of the Bank thereof will be posted at the GeM portal only.

7.9 Bank will consolidate all the queries and the replies for the same shall be made available in the Bank's website/GeM Portal and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the Bidders and any clarification/addendum/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the Bidders.

8. CONTENTS OF BID DOCUMENT:

8.1. The Bidder must thoroughly study/ analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.

8.2. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

8.3. Nothing in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto.

8.4. The information provided by the Bidders in response to this RFP will become the property of SBI and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal. if bidders made any concealment or false statement in RFP then their proposal / bid to be cancelled /rejected.

9. EARNEST MONEY DEPOSIT (EMD):

9.1. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.

9.2. EMD is required to protect the Bank against the risk of Bidder's conduct.

9.3. The EMD should be in form of Bank Guarantee (as prescribed in **Appendix-R**) issued in favour of State Bank of India by any scheduled commercial bank in India. In case, SBI is the sole banker of the Bidder, a Letter of Comfort from SBI would be acceptable. However, if EMD is in form of Bank Guarantee, scanned copy of original EMD Bank Guarantee should be uploaded on GeM portal along with technical bid. Original EMD Bank Guarantee should be delivered through registered post/courier or given in person to the Bank at the address specified in Schedule of Events, within the bid submission date and time for the RFP.

9.4. Any Bid not accompanied by EMD for the specified amount and not submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.

9.5. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.

9.6. 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 **Appendix-J.**

9.7. No interest is payable on EMD.

9.8. **The EMD may be forfeited: -**

(a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or

(b) if a 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 any type of Bank Guarantee(s), within the specified time period in the RFP.

(e) If the machines supplied by the successful bidder(s) are incompatible with the Bank's existing MVS, EPS, other software, and despite several developments / customizations / modifications by the OEMs, and the Bank disqualifies the successful bidder(s).

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

10. BID PREPARATION AND SUBMISSION:

10.1 e-Tendering through GeM: This tender will follow e-Tendering guidelines of GeM portal under which the bidding process shall be conducted by the Bank. Bidder shall necessarily register on GeM portal for participating in the bid. Vendors will have to abide by terms and conditions of GeM portal for participating the bidding process.

e-Tendering

10.1.1 This tender will follow e-Tendering process [e-bids] as under which will be conducted through GeM portal as under:

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: Online/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. Tender Evaluation

10.1.1.10. Reverse Auction with Qualified bidders.

10.1.1.11. Tender Award.

10.1.2 Representative of Vendors will be given training through GeM portal and the vendors must certify that they have undergone the training satisfactorily.

10.1.3 The Vendors are required to have digital certificates well in advance to participate in e-Tendering to be conducted through GeM portal. Vendors will have to abide by e-Business rules framed by the Bank in consultation with GeM portal.

10.1.4 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.

10.1.5 The decision of the bank regarding 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 or the place of execution of documents.

10.1.6 **Bidders may please note**:

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

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

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

10.1.6.4 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.

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

10.1.6.6   Prices quoted by the Bidder shall remain fixed for the period during the terms of the contract 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.

10.1.6.7   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.

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

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

10.1.6.10 The Bid shall be typed or written in indelible ink and shall be digitally 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.

10.1.6.11 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.

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

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

10.1.6.14 All the envelopes shall be addressed to the Bank and uploaded at the address given as per the schedule of events and should have name and address of the Bidder.

10.1.6.15 It is mandatory for all the bidders to have class III Digital Signature Certificate (DSC) (in the name of the person who will sign the bid from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of authorized signatory. It should be in Corporate Capacity (that is in Bidder Capacity).

10.1.6.16 Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for

any sort of delay, or the difficulties faced by the Bidder(s) during the submission of online Bids.

10.1.6.17 Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened due to virus or otherwise, during Bid opening, the bid is liable to be rejected.

10.2   Documents to be submitted OFFLINE:

10.2.1 The envelope is to be prominently marked as "Technical Proposal for providing <u>ADWMs and Support Services</u> in response to the RFP No. SBI/ACV/2023-24/002: Dated: 23rd June 2023 with **Corrigendum-I dated 13th, July 2023 and Corrigendum-II   dated 18th, July 2023** This envelope should contain following documents and properly sealed:

10.2.1.1   Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.

10.2.1.2   Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.

10.2.1.3   Tender Fee Demand Draft

10.2.1.4   EMD Bank Guarantee as per format in Appendix-R.

10.2.1.5   Pre-Contract Integrity Pact as per format in Appendix-Q

10.2.1.6   Specific response with supporting documents in respect of Eligibility Criteria as mentioned in Appendix-B and technical eligibility criteria on the lines of Appendix-C.

10.2.1.7   Bidder's details as per Appendix-D on Bidder's letter head

10.2.1.8   Audited financial statement and profit and loss account statement as mentioned in RFP.

10.2.1.9   A copy of latest and specific board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.

10.2.1.10 KYC (Aadhar and PAN) of Authorized Signatory.

10.2.1.11 A complete write up on security features of the ADWMs must be provided with the relative technical bid and all tech specs Brochure.

10.2.1.12 Manufacturer's Authorization Form as per Annexure H with the required attachments of Board Resolution / Power of Attorney of authorized signatory.

10.2.1.13 Copy of local content certificate as mentioned in appendix I and I2.

10.2.1.14 This RFP document duly stamped and signed on each page by an authorized signatory.

10.2.1.15 In case of any modification/corrigendum in RFP after publication, the bidders must give the declaration signed by their authorized signatory that all the terms and conditions of this RFP and subsequent corrigendum/corrigenda are accepted and bid prepared accordingly.

10.2.2 Separate sealed Envelope "Indicative Commercial Bid" as per format in Annexure F, F1, F2 duly signed and sealed by the Authorized Signatory.

10.3 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 bidding document, by amendment which will be made available to the Bidders by way of corrigendum/addendum through GeM Portal. The interested parties/Bidders are advised to check the GeM Portal regularly till the date of submission of Bid document specified in the RFP 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.

11. **Deadline for submission of Bids:**

11.1. Bids must be received at the GeM portal and by the date and time mentioned in the Notice Inviting e-Tender as per schedule of events.

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 up to 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.

11.5. Wherever applicable, the bidder shall submit the original EMD Bank Guarantee and Pre-Contract Integrity Pact together with their respective enclosures and seal it in an envelope and mark the envelope as "Technical Bid". The said envelope shall clearly bear the name of the project and name and the address of the bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in of schedule of events, failing which bid will be treated as non-responsive.

12. MODIFICATION AND WITHDRAWAL OF BIDS:

12.1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received at the portal, prior to the deadline prescribed for submission of Bids.

12.2. No modification in the Bid shall be allowed, after the deadline for submission of Bids.

12.3. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the bidder.

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

13.1. Bid shall remain valid for duration of 180 days from Bid submission date excluding the actual testing period of the machine.

13.2. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.

13.3. 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.

14. BID INTEGRITY:

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

15. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

15.1.   All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical bids will be opened in the presence of representatives of the bidders who choose to attend the same on GeM Portal. However, bids may be opened even in the absence of the representatives of one or more of the bidders.

15.2.   In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agreeing to comply with all the terms and conditions specified in the RFP, will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for commercial Bid opening and further RFP evaluation process.

15.3.   The Bank will examine the Bids to determine whether they are complete, and all documents/appendix(es) have been submitted, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

15.4.   Prior to the detailed evaluation, the Bank will determine the   responsiveness of each Bid to the bidding document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding document in toto, without any deviation.

15.5.   The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

15.6.   After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Software, service, hardware, operating software/firmware proposed to be offered by them.

15.7. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

16. TECHNICAL EVALUATION:

16.1.   Technical evaluation may include technical information submitted as per technical Bid format, demonstration/presentation of proposed product/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their product. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank, the capability of the Equipment, Software and Services to support

all the required functionalities at their cost in their lab or those at other organizations where similar product is in use.

16.2. The Bank reserves the right to evaluate the Bids on technical & functional parameters including factory/workplace visit and witness demos of the system and verify functionalities, response times, etc.

16.3. Bank may evaluate the technical and functional specifications of all the equipment quoted by the Bidder.

16.4. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.

16.5. The evaluation may also consider:
  16.5.1. 'The product to be supplied/services offered by the Bidder to any noticeable bank in India. The Bidder should furnish the details.
  16.5.2. Does the proposed product handle the projected volumes and offers a proven solution to meet the requirements?
  16.5.3. Is the product offered by the Bidder a complete system or does it have integrations with third party solutions?
  16.5.4. Upgrade(s) assurance by the Bidder as per requirements of the Bank for the duration of the project.
  16.5.5. Capability of the proposed product to meet future requirements outlined in the RFP.
  16.5.6. Support on open platforms and product based on latest technology (both hardware, software, operating software/firmware, database).
  16.5.7. Bidder support facilities: Support requirements like online support/ email support/ offline support, time period.
  16.5.8. Bidder will support the Bank as required in peak days of business (month-end and start of the month) and during switching over process from PR to DR and vice versa.
  16.5.9. Bidder should comply with the mandatory requirements as given in appendix C.

17. **AWARD CRITERIA AND AWARD OF CONTRACT:**

17.1. The Bank intends to allocate the procurement quantity among Maximum of Three (03) Bidders (L1, L2 & L3). The Bidders will be selected as L1, L2, L3,on the basis of the total cost of ownership (TCO) price discovered in the Reverse Auction, provided L2, L3, match the Reverse Auction TCO rate of L1, including all the line-item wise rates of L1 (i.e., discovered rate of the Indicative Commercial Bid). The allocation of percentage and Number of ADWMs shall be as per the following: -

BIDDER	L1	L2	L3	TOTAL
PERCENTAGE ALLOCATION	50%	30%	20%	**100%**
NUMBER OF MACHINES ALLOCATION	3,750	2,250	1,500	**7,500**

17.2 In case only 2 bidders qualify the technical bid, irrespective of the number of bids submitted for this RFP, the Bank may proceed for the Reverse Auction with 2 bidders and the Bank reserves its right to allocate / award the quantities to a single bidder OR distribute among the 2 bidders (60:40) provided L2 matches the L1 price (including the line-item wise prices of L1) subject to following of PPP-MII policy regarding purchase preference.

17.3 If only 1 bidder qualifies the technical bid, then Bank reserve the rights to Re-float the RFP OR award the contract to the qualified single bidder as per Bank's sole discretion.

17.4 In any scenario mentioned in this RFP, if any bidder does not match the discovered reverse auction rate of L1, the Bank may offer the next bidder to match the L1 rate and allocate the quantities among the remaining bidders as per PPP – MII guidelines.

17.5 In case, none of the bidders match the discovered reverse auction rate of L1, the Bank reserves the right to allocate the entire procurement quantity to L1.

17.6 Bank will notify successful Bidder(s) *(L1, L2, L3, etc.)* through GeM portal in writing by letter or email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the Bank within 02 (Two) **working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

17.6.1 The L1 bidder emerging at the end of the Reverse Auction process shall be required to submit the break-up of their Final price (last bid price) again as per Appendix-F within 02 (Two) **working days** in GeM portal. Failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeit of the EMD with the Bank and/or debar the bidder from participating in future tenders, which may please be noted.

17.6.2 The notification of award will constitute the formation of the Contract.

17.7 Until the execution of a formal contract, this RFP document with its corrigenda (if any), together with the Bank's notification of award and the vendor's

acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder**(s).**

17.8 The successful bidder shall be required to enter into a Bank's Standard contract / SLA Service Level Agreement as per the clauses provided in RFP with the Bank, within 30 days from the date of Bank's communication in this regard or within such extended period as may be decided by the Bank along with the letter of acceptance, Non-Disclosure Agreement, Performance Bank Guarantee for the amount and validity as desired in para 26 (i) and strictly on the lines of format given at **Appendix-J** and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. The contract/ agreement will be based on Bidders' offer document with all its enclosures, modifications arising out of negotiation /clarifications etc and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc.

17.9 Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

17.10 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.

17.11 Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.

17.12 Basis of allotment:

17.12.1 Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order and subsequent revisions in 2018~19 with last revision thereto will be applicable for this RFP and Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated May 28, 2018 -Revision order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and as per subsequent guidelines issued by Govt of India procurement manual updated up to June 2022 and clarification office memorandum 04th March, 2021 regarding non-local suppliers in respect of imported products shall be applicable .

17.12.2 **Definitions for the purpose of Preference to Make in India, Order 2017 (PPP-MII Order) and revision thereto:**

17.12.2.1 **"Local content"** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, 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.

17.12.2.2 **"Class-I local supplier"** means a supplier or service provider whose goods, services or works offered for procurement meets the minimum local content as prescribed for 'Class-I local supplier' hereunder

17.12.2.3 **"Class-II local supplier"** means a supplier or service provider whose goods, services or works–offered for procurement meets the minimum local content as prescribed for 'Class-II local supplier' Class-II local supplier shall not get any purchase preference under this RFP.

17.12.2.4 **"Non-local supplier"** means a supplier or service provider whose goods, services or works offered for procurement has 'local content' less than that prescribed for 'Class-II local supplier' under this RFP.

17.12.2.5 **Minimum Local content"** for the purpose of this RFP, the 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum 'local content' requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier', same shall be applicable.

17.12.2.6 **"Margin of purchase preference"** means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

17.12.2.7 As per instructions / clarifications from Government of India Ministry of Commerce and Industry vide Office Memorandum No. P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04th March 2021, **the bidders offering imported products will fall under the category of non-local suppliers they cannot claim themselves as Class I Local Suppliers/ class II Local Suppliers** by claiming the services such as transportation, insurance, installation, commissioning, training and after sales services like AMC/ CMC etc. as local value addition and as per clarification given by DPIIT from time to time. Hence for the purpose of deciding the local content, the local content of the ADWMs only shall be considered.

17.12.2.8 **Bidders shall source ADWMs machines (cash recyclers), UPS & fast charging SMF / Lithium-ion batteries, additional set of new cassettes and such other items. The aforesaid items should be preferably local.**

17.12.3   The allotment will be done in terms of said Order, as under:

(a) **In case when all bidders are Class-1 Local Supplier: -** Allocation among the bidders will be done as mentioned in the "**AWARD CRITERIA AND AWARD OF CONTRACT"** clause(s) of this RFP.

(b) **In case of Mix of bidders i.e., Class-I Local supplier, Class-II Local supplier and Non local suppliers**: Purchase Preference in allotment of order quantity to Class-I Local supplier over Class-II / non local supplier shall be given as under: -

Purchase Preference applicability in tenders where contract is to be awarded to multiple bidders:

i   If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

ii **The award criteria as per various scenarios are place at Appendix-U. The Bank's decision in this regard shall be final and binding on the bidders.**

iii If L1 price is from a Class II Local Supplier or from Non Local Supplier, then at least 50% quantities will be allocated among Class-I Local Suppliers bidder(s) subject to the Class-I local suppliers match the L1 price (including the line item-wise price of L1), provided the Class-I local supplier's quoted price falls within the margin of purchase preference (within 20 percent of L1 price). In case, if no other 'Class I Local suppliers' agree to match the L1 price, the entire quantity (100%) will be allocated L1. Bank's decision in this regard shall be final and binding to all Bidders.

iv Benefits to Micro and Small Enterprises (MSEs) as per the guidelines of Public Procurement Policy issued by Government of India: As per the above policy, Bank reserves the rights to procure atleast 25% of the total requirements, from Micro and Small Enterprises (MSEs) provided such MSEs are complying with the eligibility criteria and technical specifications of this RFP, quote their price within the price band of L1+15% and agree to bring down their price to L1 price. {Note: L1 is the least price discovered

through the Reverse Auction Process}. Bank decision in this regard shall be final and binding to all Bidders.

v In case,

    i. all bidders are "Class-I local supplier" **or**
    ii. all bidders are "Class-II local suppliers" or
    iii. all bidders are "Non local suppliers "

the allocation shall be done as under:→ Allocation between L1, L2, and L3 will be in the ratio of **50:30:20** based on the Total Cost of Ownership discovered in the Reverse Auction, provided L2, and L3 match not only Reverse Auction price of L1 but also match the L1 prices worked out after reverse auction in respect of line items of the Indicative Commercial Bid.

vi In case of any dispute / ambiguity/ doubt, provisions of public procurement (preference to make in India) order 2017 revision dated 16th Sept 2020 and procurement policy updated as on June 2022 and clarification given by DPIIT from time to time, will prevail. Bank decision in this regard shall be final and binding to all Bidders.

17.13.1 *Verification of Local content:*

17.13.1.1 The 'Class-I local supplier'/ 'Class-II local supplier'/ Non Local Supplier at the time of submission of bid shall be required to provide a certificate as per **Appendix-I** 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) and Company Secretary of the company giving the percentage of local content requirement for 'Class-I local supplier'/ 'Class-II local supplier'/ Non Local Supplier as the case may be and as per appendix I2 for self-certification.

17.13.1.2 False declaration (verification of local content) will be in breach of the code of integrity under rule 175 (1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to 2 years as per rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

17.13.2 For any scenario after award of contract to successful bidders:

i. If L1 refuses or non-compliant to any of the terms and conditions of the RFP / SLA at any stage of RFP / in any year of contact period, L2 becomes L1 and L3 becomes L2 and so on, if L3 and so on... are awarded the Contract under this RFP.

ii. If L2 refuses or non-compliant to any of the terms and conditions of the RFP / SLA at any stage of RFP / in any year of contact period,

L3 becomes L2 and so on, if L3 and so on... are awarded the Contract under this RFP.

iii.   In the event L2/L3 and so on, are not willing to take or L2/L3 and so on are non-compliant to any of the terms and conditions of the RFP/SLA at any stage of RFP / in any year of contact period, entire procurements will be awarded to declared L1 bidder, if L3 and so on. are awarded the Contract under this RFP.

17.13.3   Total cost of Products / 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.

17.13.4   Bank will notify successful Bidder in writing through letter or email that its Bid has been accepted. The selected Bidder must 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.

17.13.5   The successful Bidder will have to submit Non-disclosure Agreement (NDA), Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in Appendix N of this RFP together with acceptance of all terms and conditions of RFP.

17.13.6   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.

17.13.7   The successful Bidder shall be required to enter into a Contract and submit the Performance Bank Guarantee within 30 days. Purchase Order (PO) will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.

17.13.8   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.

17.13.9   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.

17.13.10   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.

17.13.11 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.

18. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

18.1. The envelope containing the indicative Commercial Bids of only those Bidders, who are short-listed after technical evaluation, would be opened.

18.2. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by GeM portal only, details of which are given in schedule of events. The business rules, terms and conditions of the reverse auction process are available on the GeM Portal (https://gem.gov.in)

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

18.4 Successful Bidders (L1, L2 & L3) will be selected on the basis of total cost of ownership as discovered through the Reverse Auction Process and not on the basis of individual components of the Price Bid.

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

18.6 if in case, the Bank desires to run ADWMs on native application instead of MVS, bidder will provide native software, electronic Journal (ej) services, others related services and its COMPREHENSIVE AMC as per the cost discovered in RFP.

18.7 As per the guidelines from the Government of India, Department of Procurement for Industry, and Internal Trade, (DPIIT) the bidders must ensure that all the items supplied under this RFP should preferably be sourced from Indian manufacturers.

18.8 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.

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

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

Illustration

Particulars	Indicative Price Bid Quote (INR)	Proportion to Total Cost (in %age)	L1 Price (INR) Through reverse auction	Final price should be(INR)*
A	*B*	*C*	*D*	*E*
(1) Sr.No.1	25	13.16		9.87
(2) Sr.No.2	50	26.32		19.74
(3) Sr.No.3	75	39.47		29.60
(4) Sr.No.4	40	21.05		15.79
(5) Grand Total (1 + 2 + 3 + 4)	**190**	**100**	**75**	

19. CONTACTING THE BANK:

19.1. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time, the Contract is awarded.

19.2. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

20. POWERS TO VARY OR OMIT WORK:

20.1 No alterations, amendments, omissions, additions, suspensions, or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price.

20.2 In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

20.3 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.

21.   WAIVER OF RIGHTS:

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

22. CHANGE IN ORDERS:

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

22.1.1.   Method of shipment or packing.

22.1.2.   Place of delivery.

22.1.3.   ADWMs Quantities to be supplied with their associated support services subject to 25 % above or below the originally declared quantities.

22.1.4.   If due to lack of technical feasibility or lack of commercial viability or due to unforeseen circumstances, the Bank finds that it is unable to buy certain components or services or will need to substitute one component or service with another the Bank may change the quantities beyond 25 % plus or minus in respect of following items. The Bank also reserves the right to discontinue the following products/services in respect of following items, during the term of the contract:

Price Bid Item No. as per Appendix F-Indicative Price Bid	Description of Product/Service	If the Need for Variation Arises
1a, b, c d, e, and f and g. and h.	Cost of the machine with 1 set of additional cassettes and its Comprehensive AMC for six years and extension thereof along with the additional lockable, retain/counterfeit bin cassettes and reject bin. Cost of grouting, de-grouting, cost of UPS and fast charging SMF /	Bank may change the quantities 25% plus or minus from the specified quantity of 7500 ADWMs. In case Bank requires lockable recycling cassettes, (with lock & key), Retain / Counterfeit bin (with lock & key) & any other lockable cassette / bin applicable to that specific model of ADWM for its existing CAPEX machines procured under different RFP, the vendor should provide them at the discovered unit rate of this RFP if these cassettes, reject bin are

Price Bid Item No. as per Appendix F-Indicative Price Bid	Description of Product/Service	If the Need for Variation Arises
	Lithium-ion batteries etc. in the RFP.	compatible with existing CAPEX machines.
2 a, b, c,	Optional products and services: Perpetual Client License – OEM Native Application with warranty and its Comprehensive AMC for six years and extension thereof. eJ / DVSS / Content Management Services	These are optional services. Cost will be paid as per actual requirements, if availed by the Bank.
2 d.	Buyback of old machines	This is part of optional items. The cost will be adjusted in the price of the new machines.
~~2 e.~~	~~Any type of extra lockable bin / cassette like Retract / reject bin, other than 1c and 1d, applicable to the specific model of ADWMs~~	~~To be applicable to the specific model of ADWMs.~~

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

23. CONTRACT AMENDMENT:

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

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

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.

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

25.1 On acceptance of the Bid by the Bank, the Bidder needs to submit the undertaking of authenticity on the lines of **Appendix-G** along with documentary

evidence of their eligibility/qualifications to perform the Contract to the Bank's satisfaction:

25.2 that in case of a Bidder offering to supply products and/or services mentioned in the scope of work, the Bidders need to provide the evidence that Bidder has been duly authorized by the OEM strictly on the lines of authorization letter **Appendix S4 and Appendix-H** as the case may be.

25.3 that adequate, specialized expertise are available with the Bidder to ensure that the services are responsive, and the Bidder will assume total responsibility for the fault-free operation of the product proposed and maintenance thereof during the support (warranty/annual maintenance contract) period.

26. PERFORMANCE BANK GUARANTEE:

26.1. Performance Bank Guarantee [PBG] of the amount 08% of the Total Cost of Ownership (TCO) based on the Final reverse auction price (which shall be calculated and advised by the Bank to Selected Bidder(s)with validity period of 96 months. The PBG furnished hereunder should strictly be on the format at Appendix J by the finally selected Bidder(s). For the buffer quota units, additional PBG on same terms and conditions on applicable TCO computed for the same should be submitted by the vendor(s). The PBG must 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 (PO) will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.

26.2. The PBG is required to protect the interest of the Bank against delay in supply/installation and or the risk of non-performance or failure to perform any obligation(s), either fully or partially, of the successful Bidder in respect of implementation of the project, or performance of the agreement(s) pursuant to this RFP or material or services sold, which may warrant invoking of PBG. In case any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.

26.3. If Service Provider fails to submit Performance Bank Guarantee within the stipulated time schedule as specified in this Agreement , the Bank may without prejudice to its other remedies under the Agreement , and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the project cost , 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.

27. SYSTEM INTEGRATION TESTING & USER ACCEPTANCE TESTING:

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

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

On satisfactory completion of the aforementioned tests and ISD Clearance and pilot, successful commission and acceptance of solution, letter will be issued to the vendor by the competent authority on the line of **Appendix-K1 and Appendix K2.**

28. COUNTRY OF ORIGIN / ELIGIBILITY OF PRODUCTS & SERVICES:

28.1 All Products and components thereof to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing import trade control regulations in India.

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

29. DELIVERY, INSTALLATION AND COMMISSIONING:

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

29.2. Delivery, installation and commissioning of the equipment shall be made by the Vendor in accordance with the system approved / ordered and within the time schedule given in the Scope of work given in **Appendix-E** of this document.

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

29.4 The installation will be deemed to be completed, when the product including all the hardware, accessories/components, firmware/system software, and other associated software have been supplied, installed and operationalized as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank and certification as per **Appendix K and (Appendix K1 and Appendix K2)** issued by the Bank. The Bidder must resolve any problem faced during installation and operationalization.

29.4.1 "Installation of ADWM": The installation of ADWM is said to be completed when all the below conditions are fulfilled:

  i. Machine is made cash-live successfully i.e., on successful cash deposit /withdrawal is done at the machine.
  ii. a balance enquiry transaction is completed.
  iii. Both Digital VSS cameras are made operational, and images are captured for the first time (with the transaction details) evidenced by installation certificate issued by Vendor
  iv. Grouting of machines.
  v. Bank issuing Installation Certificate **as per Appendix K1.**

29.5 In addition, vendor will supply all associated documentation relating to the products/hardware, system software/firmware, etc. The product(s) are considered accepted (commissioned and operationalized) after signing the **Acceptance Test Plan (ATP) document** jointly by the representative of the Bank and the engineer from the vendor. The component level checking for individual item may be included during the acceptance test. The 'Acceptance Test Plan' document shall be deemed to form a part of the Agreement, to be signed between the vendor and the SBI. On the evaluation of the Acceptance Test results, if required, in view of the performance of the products/services (including hardware equipment/ components/ software), as observed during the Acceptance Test, the Bidder shall take remedial measures including upgradation of any of the components there under, including replacement thereof, at no additional cost to the Bank within a fortnight from the date of notification of the same to the vendor. All upgradations will be done by the vendor free of cost under the comprehensive AMC and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor. The vendor should ensure that the product meets the requirements of the Bank as envisaged in the RFP.

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

29.6.1 Copy of relative purchase order.

29.6.2 2 copies of Vendor's Invoice showing contract number, products description, quantity, unit price and total amount.

29.6.3 Delivery Note or acknowledgement of receipt of products from the Consignee or in case of products from abroad, original and two copies of the negotiable clean Airway Bill.

29.6.4 copies of packing list identifying contents of each of the package.

29.6.5 Insurance Certificate (Vendor may take single Insurance Policy for the total number of ADWMs allotted).

29.6.6 Manufacturer's / Vendor's warranty certificate.

29.6.7 Installation Certificate as per **Appendix K1**

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

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

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

29.10 Service provider will have to supply the Product(s) in Factory Sealed Boxes with System OEM seal. Seal and logo of the OEM vendor on the packaging and the ADWM.

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

29.11.1   The vendor shall supply standard software/firmware package published by third parties in or out of India in their original publisher-packed status only and should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.

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

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

30. SERVICES :

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

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

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

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

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

30.6.   Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS/hardware/ software/ Operating System / Middleware etc) as and when released by the Vendor/ OEM or as per requirements of the Bank or any statutory Government body without any additional cost. Bidder should bring to notice of the Bank all releases/ version changes. All upgradations will be done by the vendor free of cost under the comprehensive AMC and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor. For example, if the ADWMs needs to be upgraded on operating system or any other component etc. which is already a part of the end point (like RAM, card reader, anti-skimming solutions, Biometric, contactless reader, new features in DVSS cameras etc.), this must be done by the vendor free of cost under the comprehensive AMC. If the ADWMs needs to be installed with extra Hardware such as QR code reader, Bar code reader, ink-stain technology in cassettes etc., as per regulatory guidelines, such installations can be done at mutually agreed price between the Bank and the vendor.

Note: The Bank shall only pay for the initial procurement of such new hardware (and associated software/driver, if any) at the negotiated prices. The maintenance, repair and replacement of such procured hardware should be done by the vendor, without any cost to the Bank.

30.7.   Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder must support older versions

of the hardware/ software/ Operating System/OS/firmware/Middleware etc. in case the Bank chooses not to upgrade to latest version.

30.8. Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract and extensions thereof.

30.9. All product updates, upgrades & patches shall be provided by the Bidder/ Vendor free of cost during warranty and Comprehensive AMC period.

30.10. Bidder shall provide legally valid firmware/software solution. The detailed information on license count and type of license should also be provided to the Bank.

30.11. The ownership of the software/firmware license and the hardware shall be that of the Bank from the date of delivery of the same to the Bank. In other words, wherever the ownership of the licenses/hardware is indicated, the name "State Bank of India" must appear to indicate that the Bank is the perpetual owner of the hardware/operating software/firmware, etc. associated with the hardware. Evidence in this regard must be submitted before the payment is released**.**

30.12. The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware/Software and should ensure support during warranty and Comprehensive AMC.

31. WARRANTY AND COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT:

31.1. The selected Bidder shall support the machine/ equipment/ product and its associated items/components including Operating System (OS) /firmware/Software during the period of warranty and Comprehensive AMC as specified in Scope of work in this RFP from the *date of installation of ADWM.*

31.2. During the warranty and Comprehensive AMC period, the Bidder will have to undertake comprehensive support of the entire product (hardware/components/ operating software/firmware/software etc.) supplied by the Bidder and all new versions, releases, and updates for all standard software supplied to the Bank at no additional cost to the Bank. During the support period, the Bidder shall maintain the machine/ equipment/ product (hardware/Software etc.) to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the

Site (s) in connection with the repair/ replacement of the product (hardware/ equipment/ components/ software or any component/ part thereunder), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.

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

31.4.   Onsite comprehensive warranty, comprehensive AMC and extension of Comprehensive AMC thereof at the discretion of the Bank for the product would include free replacement of spares, parts, kits, resolution of problem, if any, in Product.

31.5.   Warranty/ Comprehensive AMC and extension of Comprehensive AMC thereof at the discretion of the Bank for the system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such software.

31.6.   Support (Warranty/ Comprehensive AMC) would be on-site and comprehensive in nature and must have back-to-back support from the OEM/Service Provider. Undertaking on the lines of **Appendix-H of** this RFP document is required to be submitted by the vendor, duly endorsed by the OEM that in case vendor fails to provide services then OEM shall provide the same at no extra cost, to the satisfaction of the Bank. The vendor will warrant products against defect arising out of faulty design, materials, etc. during the specified support period. The vendor will provide support for operating systems and other pre-installed software components/system software during the specified period of the hardware on which these software and operating system will be installed. The vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.

31.7.   In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified:

a. Diagnostics for identification of systems failures,
b. Protection of data/ Configuration,
c. Recovery/ restart facility,
d. Backup of system software/ Configuration

31.8.   Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.

31.9.   The Bidder shall be agreeable for on-call/on-site support 24*7*365 and at the time of switching over from Production (PR) to Disaster Recovery (DR) and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.

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

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

32. COMPLIANCE WITH IS SECURITY POLICY:

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

32.1.1 Responsibilities for data and application privacy and confidentiality

32.1.2 Responsibilities on system and software access control and administration

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

32.1.4 Physical Security of the facilities

32.1.5 Physical and logical separation from other customers of the Vendor

32.1.6 Incident response and reporting procedures

32.1.7 Password Policy of the Bank

32.1.8 Data Encryption/Protection requirements of the Bank.

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

32.1.10 The proposed solution must comply with Banks IS policy and procedures, Data Governance and Cyber Security policy.

32.1.11 The bidder/ vendor shall have obligation to comply with Bank's IS policy and implement all the recommendations// close all the vulnerabilities reported in the various information security reviews, IS audit, UAT etc. conducted by the Bank, bank appointed third party professionals, Regulators during the contact period without any additional cost to the Bank.

32.1.12 The solution provider will implement the controls pertaining to third party risk from IS perspective.

32.1.13 Bidders are also required to comply with the points mentioned under **Appendix T** and submit their compliance on their letter heads.

33. PENALTIES

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

34 RIGHTS TO VERIFICATION:

34.1 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.

35. PURCHASE PRICE:

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

35.2 Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial Bid over the validity period defined in this RFP

35.3 . The Purchase Order (PO) will be placed for total Cost of "hardware, software/firmware/services/warranty and Comprehensive AMC/ Support & Services except optional services mentioned in this RFP.

35.4 The applicable TDS will be deducted at the time of payment of invoices.

35.5 Terms of payment are given in Appendix – F1 – Payment Terms. Selected bidder must have an account with the State Bank of India and payment for all deliverables shall be credited to the account of the Successful Bidder(s) / Vendor(s).

35.6 Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.

35.7 The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty, GST etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

36 INSPECTION AND TESTING:

36.1 The Bank reserves the right to carry out pre-shipment factory / godown inspection by a team of Bank officials or demand a demonstration of the product on a representative model at Bidder's place.

36.2 The Inspection and Quality Control tests before evaluation, prior to shipment of goods and at the time of final acceptance would be as follows:

36.2.1 Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation tests at full load, facilities etc., as per the standards / specifications and may be done at factory site of the supplier before dispatch of goods, by the Bank / Bank's Consultants / Testing Agency.

36.2.2 The Vendor shall intimate the Bank before dispatching the goods to various locations/offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the supplier.

36.2.3 Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.

36.2.4 In the event of the product failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.

36.2.5 The inspection and quality control tests may also be conducted at the point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. In case of failure by the Vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding,

lodging & other incidental expenses of the Bank's representatives to be borne by the vendor.

36.2.6 Nothing stated herein above shall in any way release the supplier from any warranty or other obligations under this Contract.

36.2.7 The Bank's right to inspect, test and where necessary reject the products after the products arrival at the destination shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by the Bank or its representative prior to the products shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.

36.2.8 Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract. System integration testing and User Acceptance testing will be carried out as per the requirement of the Bank.

37 RIGHT TO AUDIT:

37.1 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 not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.

37.2 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, 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.

37.3 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 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.).

37.4 Vendor MUST provide the full set of Audited Annual Balance Sheets with supporting documents to the Bank every year.

38 SUBCONTRACTING:

38.1 As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit, deny and review the same. The bank may at any time during the contract may cancel the permission given for the subcontracting vendor.

38.2 In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security/ statutory, RBI/MHA guidelines etc requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details along with the copy of the executed Service Level Agreement (SLA) to the Bank and if required, Bank may evaluate the same.

38.3 In case of Sub-Contracting (if allowed by the Bank), the Service Provider shall provide the complete details of services sub contracted by it including the details of sub-contractor(s) and /or its agent to the Bank as and when requested.

38.4 In case of any requirement under scope of this RFP for operational efficiency, the Bank or its officials shall have right to directly contact / follow up / instruct to sub-contractor of the vendor and as such sub-contractor(s) shall respond to bank and follow banks instructions and shall take action accordingly. Vendor to take care of such clause in subsequent agreement with sub-contractor if any.

39 INSURANCE:

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

39.2 Should any loss or damage occur, the Vendor shall:

39.2.1 initiate and pursue claim till settlement and

39.2.2 Promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

40 VALIDITY OF AGREEMENT:

The Agreement/ SLA will be valid for the period of seven years including warranty and Comprehensive AMC which can be extended up to 10 years (i.e. upto another three years after base 7 years period in one or more tranches), at the sole discretion of the Bank. The Bank reserves the right to terminate the Agreement as per the terms of RFP.

41 LIMITATION OF LIABILITY:

41.1 The maximum aggregate liability of Service Provider, subject to clause *41.2*, 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. 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. Service Provider will be liable for actual and proven losses incurred by the Bank which are attributable to Service Provider.

41.2 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 The regulatory and statutory fines will be recovered from the vendor for the reasons attributable to the vendor under the product and services provided by the vendor to the Bank under the project.

For the purpose of clause *41.2 (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.

42 CONFIDENTIALITY:

42.1 Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of the Bank.

42.2 The Confidential Information will be safeguarded, and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations, or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore,

Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.

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

43 DELAY IN SERVICE PROVIDER'S PERFORMANCE:

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

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

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

44 SERVICE PROVIDER'S OBLIGATIONS:

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

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

44.3 The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.

44.4 The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

44.5 The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.

44.6 Vendor shall provide necessary training from the OEM to the designated SBI officials on the configuration, operation/ functionalities, maintenance, support & administration for software/ hardware and components, installation, troubleshooting processes of the proposed solution.

44.7 The Vendor shall treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in *Appendix-N* of this document.

45 TECHNICAL DOCUMENTATION:

45.1 The Vendor shall deliver the following documents to the Bank for every firmware/software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.

45.2 The vendor shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable.

45.3 The Vendor should also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by the Vendor to the Bank, free of cost in timely manner. The vendor shall develop customized documentation as per Bank's requirement, if desired by the Bank.

46. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

46.1 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 valid license to 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.

46.2 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 RFP.

46.3 Subject to clause 46 (4) and 46 (5) 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.

46.4 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.

46.5 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.

46.6. 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.

46.7 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.

46.8 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.

47. LIQUIDATED DAMAGES:

47.1   If the Service Provider fails to deliver and perform any or all the Services within the stipulated time, as specified in the RFP/Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost payable under the agreement(Appendix M), as liquidated damages a sum equivalent to 0.5% of the total value of each order placed by the bank/ respective Circle(s) (from time to time) for delay of each week or part thereof maximum up to 5% of the said purchase order. Once the maximum deduction is reached, the Bank may consider termination of the particular purchase order or the Agreement.

48 CONFLICT OF INTEREST:

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

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

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

48.1.1.2 subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or a constituent of such Bidder is also a constituent of another Bidder; or

48.1.1.3 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

48.1.1.4 Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

48.1.1.5 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

48.1.1.6 such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

49   CODE OF INTEGRITY

49.1   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 Bid 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.

49.2   Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.

49.3   Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

49.4   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;

50   DEBARMENT /BANNING

50.1 Empanelment/participation of Bidders and their eligibility to participate in the Bank's procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in the Bank's procurement process shall be considered against delinquent Vendors/Bidders:

(a) **Holiday Listing (Temporary Debarment - suspension):**

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

• Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);

- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);

- Vendors undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

(b) Debarment from participation including removal from empanelled list

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank's procurements including removal from empanelment, wherever such Vendor is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empaneled vendors are:

- Without prejudice to the rights of the Bank under Clause *49.1* 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 of debarment.

- The Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;

- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;

- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or

- Banning by Ministry/Department or any other Government agency.

- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;

- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation.

- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or

- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.

- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company have been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

(c) **Banning from Ministry/Country-wide procurements**

For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

51   TERMINATION FOR DEFAULT:

51.1   The Bank, without prejudice to any other remedy for breach of contract, shall have the right to terminate the contract in whole or part, at any time by giving a written notice of 30 days to the Service Provider, if Service Provider fails to deliver any or all of the deliverables within the period(s) specified in this Agreement, or within any extension thereof granted by the Bank pursuant to conditions of Agreement or if service provider fails to perform any other obligation(s) and/or breach any of terms and conditions of the RFP/Agreement provided a cure period of not less than 60 days(term) is given to service provider to rectify the defects.

51.2   In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Products and/or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

51.3   If the contract is terminated under any termination clause, the vendor

shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.

51.4   During the transition, the vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.

51.5   The Bank's right to terminate the Contract will be in addition to the penalties /liquidated damages and other actions as deemed fit.

51.6   In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty as **provided in Appendix L of RFP** on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.

52   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, curfew and lockdowns by the Central / State / Local Authorities 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.

53   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.

54   TERMINATION FOR CONVENIENCE:

i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).

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.

55   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.

56   GOVERNING LANGUAGE:

The governing language shall be English.

57   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.

58   TAXES AND DUTIES:

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

58.2 Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of Custom duty, corporate taxes, Income tax as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST, Service tax, VAT/ Sales tax, Excise duty, Custom duty, Octroi, etc. should be specified in the separate sheet **(Appendix-F2).**

58.3 Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by the Vendor and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-F2** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-F2** 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-F2.**

58.4 Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

58.5 Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.

58.6 All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor.

58.7 Bank is not assessed for any tax relating to the purchase of equipment. Consequently, any claim from local or central govt. against the Bank relating to tax for these purchases/ site implementations/ Comprehensive AMC, etc shall have to be defended/settled by Vendor. In case of failure to do so, Bank reserves the right to make the payment demanded by the authorities and adjust it from payments due to Vendor. It shall be Vendor's responsibility to comply with local/ central tax requirements/ laws. Bank on its part shall not withhold providing any document that may be required under the law.

59   **TAX DEDUCTION AT SOURCE**:

59.1   Wherever the laws and regulations require deduction of such taxes at

the source of payment, the Bank shall effect such deductions from the payment due to 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.

59.2   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.

60   RIGHT TO USE DEFECTIVE PRODUCT

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

60.2 The ADWMs reports should clearly indicate the cash dispensation/ deposit status in case of any incorrect dispensation/ deposit due to faulty functioning of the machine, the vendor should make good the loss within 30 days from the date of reporting of incidents and take corrective measures immediately. The Bank should not suffer loss due to any defect of the machine. The Bank's decision regarding faulty functioning of the machine will be final and binding on the bidder. In case the defect resolution requires development / R&D from OEM of the ADWMs, the bidder should ensure that the OEM does the required development within the stipulated time agreed by the Bank. A penalty of Rs.1000 per day per non-complied machine shall be applicable for delay after the agreed stipulated timeframe.

61   TENDER FEE:

The same should be furnished by the Bidders as stated in schedule of events. The Bids without tender fee will not be considered valid.

62   EXEMPTION OF EMD AND TENDER FEE:

Micro & Small Enterprises (MSE) units and Start-up* company are exempted from payment of EMD and tender fee provided the Products and/or Services they are offering, are manufactured and/or Services rendered by them.

Exemption as stated above is not applicable for selling products and/or services, manufactured/ 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/ Udyam Registration Certificate 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.

63   NOTICES and OTHER TERMS AND CONDITIONS

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

Selected Bidder's Obligations:

63.1.1 If the proposal includes machine/ equipment or software marketed and/or supported by other companies or individuals, the selected bidder, as the prime contractor for the delivery, testing, installation and maintenance of the entire system, must ensure and declare that they possess the requisite permission/ license for the machine/ equipment/ software. Also, the selected bidder commits to support/ repair/

replace/ maintain all parts of the ADWMs, irrespective of the position whether the parts are manufactured by the Bidder or outsourced by them.

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

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

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

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

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

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

64. Contradiction between RFP/SLA etc.:

64.1. 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) The executed Agreement (SLA);
- (ii) Annexure of Agreement (SLA);
- (iii) Purchase Order issued; and
- (iv) RFP and amendments hereto

64.2. Clauses written in any of the above documents stand valid for the procurement project for the entire contract period and extensions thereof.

65. GENERAL INDEMNITY

65.1 Bidder 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) vendor /Service Provider 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 vendor /Service Provider. vendor /Service Provider agrees to make good the loss suffered by the Bank.

65.2 Bidder 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 of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trade mark, copyright, trade secrets or industrial design rights of any third party arising from the Services or use of software/product under this Agreement.

65.3 The Bank will give (a) notice to vendor /Service Provider of any such claim without delay/provide reasonable assistance to vendor /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) vendor /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) vendor /Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim; (iii) vendor /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.

65.4 Bidder shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) vendor /Service Provider 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 product by the Bank.

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Part-II

Appendix –A: Bid Form

BID FORM (TECHNICAL BID)

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

To:

The Deputy General Manager (I&R),
State Bank of India,
Corporate Centre,
Anytime Channels Dept.,
3rd floor, World Trade Centre Arcade,
Cuffe Parade, Mumbai – 400005.

Dear Sir,

Ref: RFP No. SBI/ACV/2023-24/002 dated: 23rd June 2023 with Corrigendum-I dated 13th, July 2023 and Corrigendum-II dated 18th, July 2023.

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to supply, Install, test, commission and support the desired Products 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 Products/Services 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, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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 have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.

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-M** 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 Vendor 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.

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 do not have / we have >> any past / present litigation which adversely affect our participation in this RFP or 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. (In case of past litigations between Jan 2017 till date, - We submit the past litigations / present litigations as per Appendix _S-8).

xiv. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support Centre and level 3 escalation (highest) located in India. The MAF format attached at Appendix-H. We propose to install -------- model <Full ADWM Model name> of ADWM from ------------- <ADWM OEM Name>.

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. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.

xvii.   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.

xviii. 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 .... 20..

_____

(Signature) 　　　　　　　　　　*(Name)*
　　　　　(In the capacity of)
Duly authorized 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.

Bidders who do not fulfil any of the below criteria need not apply. Bidders who are capable of PAN India mass deployment and can start deployment quickly with full functionalities need only apply.

SI	Eligibility Criteria (Amended)	Upload documents	Compliance (Yes/No)
1	The Bidder must be an Indian firm / company/ organization registered under Companies Act, 2013 or under any other act stipulated by the Law of land/ Govt of India, and in existence for **three** years as on date of notification of RFP.	Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.	
2	The bidder must have an average annual turnover of minimum Rs 60 crore during last 03 Three financial year(s)., The bidder who classifies into Micro and Small Enterprises (MSE), should have an annual turnover of Minimum Rs. 35 Crores during last 03 Three financial year(s).	Copy of the audited balance sheets/ along with profit and loss statement full set of documents in the audited annual report for last three FY : Option 1- FY 2020-21,21-22 and 22-23. OR If audited balance sheet is not available for FY 2022-23 then, Option 2- FY 2019-20,20-21 and 21-22. In addition, provisional financials for FY 2022-23 duly certified by statutory auditor of that firm / company to be submitted OR self-declaration by authorized signatory if provisional financials of FY 2022-23 is not available (FOR OPTION 2 ONLY).	

3	The net worth of the bidder firm should not be negative on the latest available audited balance sheet (31.03.2022 or 31.03.2023) and should not have eroded by more than 30 percent in the last three financial years.	Copy of the audited balance sheets/ along with profit and loss statement full set of documents in the audited annual report for last Three FY : Option 1- FY 2020-21,21-22 and 22-23. OR If audited balance sheet is not available for FY 2022-23 then, Option 2- FY 2019-20,20-21 and 21-22. In addition, provisional financials for FY 2022-23 duly certified by statutory auditor of that firm / company to be submitted OR self-declaration by authorized signatory if provisional financials of FY 2022-23 is not available (FOR OPTION 2 ONLY).	
4	Bidder's Declaration: Bidder to comply with requirements given in Appendix S	Bidder should specifically confirm on their letter head in this regard as per Appendix S (strictly without any change)	
5	Bidder should have experience of minimum 3 years in supply and installation of ADWMs(i.e. cash recyclers) and its Maintenance in India out of last 5 years as on 31.3.2023.	Duly signed Letter from the client as per Appendix S1. OR Copy of the orders/SLAs / Certificate of completion of work	
6	Two Client references which can be Public sector Banks(PSUs) / private Sector Banks, in India, from whom Bidder/OEM has executed similar projects and maintenance services as on 31.3.2023.	Clients' details required as per Appendix P.	

7	Bidder / OEM should submit the Manufacturers' Authorization Form for ADWMs.	If bidder is OEM, Appendix H to be submitted on letter head of OEM. If the OEM itself is not the bidder/applicant, Appendix H to be submitted on letter head of OEM countersigned by the applicant/bidder.	
8	Bidder to submit OEM's Certificate cum Letter of undertaking.	OEM's Certificate cum Letter of undertaking on their letter head in this regard as per Appendix S4 (Strictly without any change)	
9	The Manufacturing facility of the OEM should have ISO 9001:2015 OR Equivalent international certification OR BIS- IS 13252: 2010 OR higher.	Relevant certificates	
10	Equipment to be provided should be working on Base-24 Switch.	One of the following is required to be uploaded: (a) Self-declaration of OEM required - If the proposed model of ADWMs is currently working at SBI, OR (b) Self-declaration of OEM required - If the proposed model of ADWMs is new and not installed in any other scheduled commercial bank in India but earlier versions / previous model(s) of that OEM is/are currently working at SBI or in any other scheduled commercial bank in India. OR (c) Certificate from any scheduled commercial bank certifying that the proposed model offered under this RFP is Tech live on its Base24 switch-Classic and working satisfactory.	

11	Certificate(s) from Client(s) about: (a) Original Equipment Manufacturers of ADWMs/ CDM, their authorized distributors/ agents / partners in India with at least 7000 ADWMs/CDM installations worldwide/ globally as on 31.03.2023 and b) A certificate of satisfactory performance from at least one Bank in India with installed base of at least 500 ADWMs (Cash recyclers)as on 31.03.2023 of a particular OEM and same/ previous version of the model as being offered to our Bank should be submitted.	(A) {Duly signed Letter from the client as per Appendix S2 OR Copy of the orders/SLAs / Certificate of completion of work indicating the no. of ADWMs.}. Certificate from minimum one client as per appendix S2 is required that machines are working satisfactorily. AND (B) {Duly signed Letter from the client as per Appendix S3	
12	a. The Applicant or Applicant's Authorized Partner or OEM or OEM's Authorized Partner should have Online Helpdesk/Management Centre Support Set up - 24 x 7 in India and providing technical support services on phone at least 10,000 ADWMs and support centers at various locations. b. The Bidder should agree to complete establishment of the Service Centers at all the LHO/RBO centers for rollout of machines and deploy adequate manpower in the service centers subject to satisfaction of the Bank, within 60 days of issuance of purchase order, failing which the Bank may terminate the Agreement fully or partially and re-distribute the order to other selected vendors.	Bidder to provide the details as per Appendix S5	

13	The bidder should either be class I or class II local supplier or non-local supplier as per the guidelines on Public Procurement (preference to make in India) order 2017 and subsequent amendments thereof.	As per format in Appendix-I and I2: Certificate of Local Content Appendix-I and I2 to be submitted by all bidders irrespective of the estimated value of procurement.	
14	The Bidder to give the confirmation letter for providing support for MVS, EPS and OMS (of SBI) implementation in their ADWMs supplied.	Duly signed Letter on the letter head of ADWMs Provider/Bidder countersigned by OEM as per Appendix S6, without any change. If bidder is not an OEM, it is required to be signed by Bidder & countersigned OEM. If bidder is an OEM, it is required to be signed by Bidder as Bidder as well as OEM.	
15	The bidder should be the Original Equipment Manufacturer (OEM), or their authorized dealer/ Agents registered in India. Either the **OEM or its Authorized Dealer/Agents** in India can directly bid in the tender but both of them cannot participate.	Production certificate of the product manufacturing company and/ or authorization letter from OEM as per Appendix H.	

16	The companies, bidding for the above tender, should have not been blacklisted by any of Government Authority/ Banks/ PSU/BFSI/Govt. Organization in India. The bidder shall give an undertaking (on their letter head) that they have not been blacklisted by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was blacklisted by any of the Govt. Authority or PSUs, the same must have been either withdrawn by the concerned authority or set aside by the final order/judgment passed by the Court/Forum as on date of submission of the tender, otherwise the bid will not be considered. It is further clarified that any interim stay order passed by any Court/Forum in favour of Bidder has to submit an undertaking to this effect.	Bidder has to submit an undertaking to this effect duly notarized on applicable stamp paper of the state, signed by authorized Signatory / Company Secretary.	
17	The bidder should ensure that there are no pending cases against the bidder involving cheating/ fraudulent activities. In case there are any such incidents, full details have to be furnished to Bank along with clarifications.	Bidder has to submit an undertaking to this effect duly notarized on applicable stamp paper of the state, signed by authorized Signatory / Company Secretary.	

18	Bidder should not be a defaulter with respect to their services and financials as on date of RFP.	Self-declaration on Bidder Letterhead.	

Technical & Functional Specifications

To qualify in the Technical Evaluation, a Bidder must comply with all the requirements as listed in the table below. Bidder(s) must submit their response in yes or no only, with indication **F / C1 / N**, as detailed below. Any NO or N with qualified statement shall be treated as non-compliance.

The participating bidder(s) is/are required to submit conformity to Technical proposal in the GeM portal as per Appendix-C of this RFP.

	Technical Bid Rules for Appendix -C
F	Available Out of Box- Fully as part of Solution
C1	Will be provided as Customizations between 1-180 days.
N	It is not possible to provide this feature.
Note 1	Applicant needs to give one of the above value in column F/C1/N in the following table as regards to compliance.
Note 2	Applicant to give supporting technical brochures / documents / presentation etc in support of the undernoted each of the Technical / Functional / Requirement of Solution.
Note 3	F / C1 / N ' : Any wrong reporting in the column 'F / C1 / N ', which subsequently transpired during the pilot testing shall render the Applicant liable to be blacklisted for the future participation in the RFPs/Tenders of the Bank and forfeit the EMD
Note 4	Map your module: Applicant to clearly spell out against each of the Technical/Functional Specifications/Requirement of Solution, the name of the applicant's module where 'F/C1' have been given in the column Validation Criteria.
Note 5	Mention Page No. of RFP Submitted : Applicant to invariably mention the page number of RFP against each of the Technical / Functional Specification with supporting technical brochures / documents / presentation etc, failing which, it will be at the discretion of the Bank to treat the same as Not Feasible - 'N' , which may render the bidder ineligible in the future process of RFP.
Note 6	Mandatory : Means Requirements/functionality should either be available Fully as part of the solution [F] or through Customisation [C1].
	Any comment or caveat or exception or assumption against each of the point or separately will not be considered and Bank reserve the right to treat the same as 'N', which may render the bidder ineligible in the further process of RFP.
Note 7	Applicant need to give one of the values(C1), if the feature is not readily available and needs to be customized based on the readiness duration as mentioned above.

Appendix C1 – Hardware

Module	Item	Feature Id	Features	Mandatory	Validation Criteria	Response (yes/no	Map your module	Give Page No. of RFP Submitted
RCY	Processor	1.1.0	9th Generation Intel® Core™ i5 Processor or higher with minimum 3.3 GHz or above and 3 MB cache or above is permitted. **The minimum specified GHz in Turbo mode is permitted.** Vendor to provide the supported OS/patching related software/ hardware upgrades without any cost to the Bank during the contract period. Higher Processor Means Higher or above is clarified from below example: 10th generation i5 processor is considered higher. 9th Generation i7 processor is considered higher. 6th or lower Generation i7 processor is not considered higher.	Y	F/N			
RCY	Processor	1.2.0	8 GB DDR3 RAM or higher with scope to increase capacity in existing motherboard whenever required. There should be extra RAM slots in the motherboard to increase capacity whenever required.	Y	F/N			
RCY	Processor	1.3.0	500 GB SSD (primary) or higher and 1 TB SATA / e-SATA HDD (secondary). Incase, Bank requires primary SSD of 1 TB, the same should be installed without any additional cost to the Bank.	Y	F/N			
RCY	Processor	1.4.0	USB ports in front for front access Cash Recycler.	Y	F/N			
RCY	Processor	1.5.0	Microsoft Windows 11 else Microsoft windows 10 enterprise IOT LTSC 2019 or above with latest service pack. In case supplied OS is declared end of support by Microsoft, the bidder has to replace the same with a supported OS or provide compensating controls without any cost to Bank.	Y	F/N			
RCY	Processor	1.6.0	Capable of supporting any ADWMs Protection/Whitelisting solution procured by Bank with a view to prevent malware including viruses, worms and trojans which could affect the system.	Y	F/N			
RCY	Processor	1.7.0	OS Hardening (with local firewall) guidelines issued by the OS supplier and the Bank's IS Policy should be strictly followed.	Y	F/N			
RCY	Currency Chest	2.1.0	CEN 1 Certified Secure Chest or higher /UL 291 Level 1It is preferred that CEN 1 Certified Secure Chest be provided, ab initio. In case, CEN 1 is not readily available, machines can be provided with UL 291 Level 1 chest	Y	F/N			
RCY	Currency Chest	2.2.0	S&G / KABA/ Securam (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. Lock should be programable from a central system to generate OTC as per the schedule by Bank / CIT. Any key / **hardware tool (like Bluetooth dongle / devise for usage of OTC) / token** required to operationalize and use OTC must be supplied with the machine. **Bidder may prefer to use such OTC locks which are not dependent on any physical key(s) or these**	Y	F/N			

			physical key(s) are easily available in the market.					
RCY	Curre ncy Chest	2.3.0	All factory settings, including password for dual combination electronic lock should be changed at the time of handing over the machine and the same should be mentioned in the Installation Report. This will be a pre-requisite for release of payment	Y	F/N			
RCY	Curre ncy Chest	2.4.0	Alarm sensors for temperature status, seismic or vibration status and chest open status while sending signal/messages to Switch/Management Centre. ADWM should have alarm sensors capable of monitoring the above status and having capability to send signals/ messages/ alerts in case of Chest Door Open status/ thermal status/ vibration status	Y	F/N			
RCY	Curre ncy Chest	2.5.0	Terminal should be able to change automatically to Supervisory /Maintenance/Out-Of-Service mode, in following cases when : (a) when cabinet/Hood Door is opened (b) Chest/Safe door is opened. 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.	Y	F/N			
RCY	Curre ncy Chest	2.6.0	Terminal should be able to change automatically to In-Service/Transaction mode, after Chest door and Hood door is locked.	Y	F/N			
RCY	Recyc ler	3.1.0	Bunch Note Accepting and dispensing with capacity minimum **up to atleast 200 currency** notes at one time and accepting / dispensing all denominations Rs.50, Rs.100, Rs. 200/-, Rs. 500/-, Rs 2000, as well as new denominations, if any, issued subsequently without any extra cost to the Bank. All cassettes should be adjustable to hold and dispense the currency notes if dimensions of currency notes are changed without any additional component requirement.	Y	F/N			
RCY	Recyc ler	3.2.0	Cash Recycler should have template for all INR denominations incl. Rs.50, Rs.100, Rs.200 , Rs. 500 & Rs.2000 bills or bills of any other denomination issued by RBI and should support recycling of all these denominations. Vendor should update the recycler software to support all new variants of currency notes (incl. firmware updates) as well as for new denominations, if any, issued subsequently without any extra cost to the Bank. The software/ template versions for currency to be tested at test lab from time to time. Test templates with INR test currency should be made available in test terminal. Test terminal should be able to change the currency from test to genuine as per test requirements.	Y	F/N			
RCY	Recyc ler	3.3.0	The machine should have capability to recognize the year of issue of the currency and should be able to be configured in such a way that while currency printed in or upto a certain year may be accepted (or rejected) by the machine, it may not be dispensed.	Y	F/N			
RCY	Recyc ler	3.4.0	Each recycling cassette should hold minimum of 2,500 currency notes. Minimum 5 recycling cassettes or higher; out of which minimum 4 should be having recycling capability ab-initio and ~~Out of which,~~ Bank may use one recycling cassette as only "Acceptance Cassette', reject / retract Cassette, mixed denomination cassette (Universal cassette) etc. All recycling cassettes should be	Y	F/N			

			having equal capacity to hold currency notes. (including only Acceptance box/ UAB/ AB.) And minimum 1 separate cassette/bin for rejected notes. And minimum 1 separate cassette/bin for suspected / impounded / counterfeit notes with at least 200 currency notes capacity. and retracted notes having at least one separate bin (compartment) for counterfeit notes. All cassettes / bin including divert / reject / counterfeit etc. should be with lock and key & latch.					
RCY	Recyc ler	3.5.0	Each Cassette should have capability to accept, hold & dispense notes of any denominations. All cassettes should be adjustable to hold & dispense the currency notes if dimensions of currency notes are changed without any additional component requirement.	Y	F/N				
RCY	Recyc ler	3.6.0	Denomination-wise sorting of the deposited currency notes. Machine should provide Cassette-wise Cash Report.	Y	F/N				
RCY	Recyc ler	3.7.0	Recycling cassettes capacity of minimum 2,500 notes per cassette or above with total capacity of minimum 12,500 notes or above. Retract cassette, if any should have capacity of minimum 600 notes.	Y	F/N				
RCY	Recyc ler	3.8.0	A separate cassette/bin should be configured to hold counterfeit/ retained notes and should be secured with dual locking mechanism.	Y	F/N				
RCY	Recyc ler	3.9.0	Four orientation bill validation for good and bad currency notes. Vendor will have to ensure support for bill validator for the entire period of machine life i.e. a minimum of 7 years.	Y	F/N				
RCY	Recyc ler	3.10.0	Notes deposited should be categorized and put into individual bins once they are accepted by the machine.	Y	F/N				
RCY	Recyc ler	3.11.0	The necessary technology/ application/ hardware for supporting card based, cardless and bio metric transactions should be available ab-initio.	Y	F/N				
RCY	Recyc ler	3.12.0	Appropriate Cash Recycler for various categories of Bank Notes, viz. Category 1 - (not recognized) - Due to one of the following possible causes: Wrong image or format, Transportation error (for example, double feeds), Large dog-eared or missing sections, Handwritten notes, Separating cards, Wrong currency. Reject such notes. Category 2 (counterfeit). Image and format are recognized, but one or more authentication features are missing or are clearly out of tolerance. Impound/Retain such notes in separate cassette/bin. Category 3 (suspect). Image, format and authentication features are recognized, but quality and/or tolerance deviations are detected. In most cases, the cause will be unfit or soiled bank notes. Reject such notes. Category 4 (genuine). The bank notes are fully authenticated as genuine. This implies that all authentication checks deliver positive results. Accept such notes.	Y	F/N				
RCY	Recyc ler	3.13.0	Capability for back-tracing all notes deposited or dispensed with recording of serial number of individual currency notes in the electronic journal (EJ).	Y	F/N				

RCY	Recycler	3.14.0	Minimum 4 out of total 5 recycling cassettes should be having configured with recycling capability ab-initio.' In case the Bank decides to enable / disable the recycling feature of the machine, the vendor should undertake to enable / disable the facility immediately without any cost to the Bank.	Y	F/N			
RCY	Recycler	3.15.0	Cassettes that support tracking on docking. Indication (visible & audible) of proper insertion of all cassettes.	Y	F/N			
RCY	Recycler	3.16.0	Sensors for detection of foreign objects in the input tray should be in place	Y	F/N			
RCY	Recycler	3.17.0	Cash transport movement should be secure and under dual locking	Y	F/N			
RCY	Recycler	3.18.0	In case of any transaction being timed out, the cash accepted by the Cash Recycler must not be delivered back to the depositor but rest in Reject / Retract / Universal bin for subsequent reconciliation by the Branch.	Y	F/N			
RCY	Recycler	3.19.0	The Cassettes should be configurable on the machine without any cost to the Bank for: i. Deposit only ii. Dispense only iii. Deposit & Dispense iv. Recycle	Y	F/N			
RCY	Recycler	3.20.0	The Recycler should have capability to handle Plastic Currency also, as and when introduced in India. The Bill Validation Technology must be available for the entire life span of the machine i.e. a minimum of 7 years.	Y	F/N			
RCY	Recycler	3.21.0	Encrypted communication and trust relation should be established between PC core and cash acceptor/recycler.	Y	F/N			
RCY	Recycler	3.22.0	Additional 1 complete set of default recycling cassettes (with lock & key), Retain / Counterfeit bin (with lock & key) & any other lockable cassette / bin applicable to that specific model of ADWM 5 Recycling cassettes +1 Reject / Retract bin, if any + 1 counterfeit / retain bin to be provided. All with lock and key.	Y	F/N			
RCY	Recycler	3.23.0	Ability to back-trace the depositor of Category 2 (counterfeit) notes, preferably with serial number recognition of those notes and storing of image data and transaction details for later processing.	Y	F/N			
RCY	Recycler	3.24.0	Low, Empty, nearly full, and Full Status Warning for currency notes/bills cassettes, including retract/reject bins.	Y	F/N			
RCY	Recycler	3.25.0	Cash Recycler should support dual denomination recycling for each cassette i.e., Machine should be capable of supporting 8 denomination recycling.	Y N	F/N			
RCY	Recycler	3.26.0	Capable to dispense up to 200 currency notes per transaction (minimum 1). Capable to dispense used notes/ deposited notes.	Y	F/N			
RCY	Recycler	3.27.0	Cash retraction should be enabled for deposit transaction. Notes returned to customer during deposit can be retracted in the machine. Whereas retraction should not happen for withdrawal. Notes dispensed should not be taken back in the machine for withdrawal transactions.	Y	F/N			
RCY	Recycler	3.28.0	Friction / vacuum pick technology	Y	F/N			
RCY	Recycler	3.29.0	Divert/reject cassette bin with lock and key / latch	Y	F/N			
RCY	Recycler	3.30.0	Indication of proper insertion of cassettes	Y	F/N			

RCY	Recycler	3.31.0	Capable of Multiple currency dispensing	Y	F/N			
RCY	Recycler	3.32.0	Dispensation/Deposit status should be logged for every withdrawal/deposit transaction. There cannot be any withdrawal/deposit transaction with status as 'Dispensation/deposit status unknown'	Y	F/N			
RCY	Recycler	3.33.0	Any new foreign material inside the dispenser or at the presenter area should be sensed. If found, machine should be put out of service till the error is cleared	Y	F/N			
RCY	Recycler	3.34.0	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. If Bank procures new MVS Software to replace the existing MVS Software, Bank shall pay the Testing / Professional Charges of Rs. 12 lakh (for ADWMs) to the bidder after successful testing and implementation on each machine supplied by the Bidder. No visit charges shall be paid to the bidder for implementing the new MVS Solution	Y	F/N			
RCY	Customer Interface / Fascia	6.4.1	There shall be SBI's YONO branding colour scheme on the facia of the machine. The facia should be factory painted in the SBI INK BLUE COLOUR (L481-105899 / RGB 40-0-113 / Hex #280071) scheme and YONO PRINTED vinyl wraps SHOULD BE STUCK ONTO THE MACHINES. During the life of the machine, any repair/replacement of facia should have the same original branding. The acrylic parts should be of the single SBI Blue colour specified in the RFP. The visible screen, keypad, front console can be as per OEM's default colour. The final colour appearance will be discussed with the successful bidders before implementation & rollout. The successful bidders should provide a 3D model representation for visualization and clarity. The Bank's decision will be binding on the successful bidder. The final appearance will be decided by the Bank after taking into consideration the 3D model. As part of the Comprehensive AMC Services, there should not be fading or torn off vinyl wraps and their replacements to be done by the bidder on their own without waiting for Bank's intimation. If such replacement is advised by the Bank, it should be completed by the bidder within 5 days of intimation. Penalty @ ₹ 100 per day from the 6th Day onwards per non-complied ATM will be levied.	Y	F/N			
RCY	Dip Card Reader (Hybrid)	4.1.0	Capable to read magnetic tracks 1 & 2 of the cards.	Y	F/N			
RCY	Dip Card Reader (Hybrid)	4.2.0	Smart Card, Chip Card EMVCo Version 4.0 or later, as certified, with supporting EMVCo L1 LOA. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	Y	F/N			

RCY	Dip Card Reader (Hybrid)	4.3.0	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.	Y	F/N			
RCY	Dip Card Reader (Hybrid)	4.4.0	Should provide necessary certificates/approvals from VISA, Master Card, Amex, Union Pay, Rupay, Discover including TQM(IFM) certificates. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	Y	F/N			
RCY	Dip Card Reader (Hybrid)	4.5.0	Card reader should be compatible to work with any valid EMVCo certified EMV Kernels.	Y	F/N			
RCY	Dip Card Reader (Hybrid)	4.6.0	Cash Recycler should be ready for using the new EMV Chip Cards i.e. EMV Chip Card Reader enabled.	Y	F/N			
RCY	Dip Card Reader(Hybrid)	4.7.0	Dip Smart Card Reader with anti-skimming device & anti-shimming device is installed and integrated with the card reader of the Cash Recycler. Details of the anti-skimming & anti-shimming device technology / device to be enclosed.The bank is looking for a comprehensive skimming protection solution which achieves the following:- i) Senses unauthorized attachment of any device on the card reader module, ii) Sends the signal to switch and further to the Remote Cash Recycler Management Centre of the vendor and Online Monitoring Solution of the Bank, 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.XFS needs to send out error status so that the Cash Recycler Application/Switch can pick it up and notify the monitoring system. iv) Should be equipped with solution/device or protecting from deep insert skimming and shimming.	Y	F/N			
RCY	Dip Card Reader (Hybrid)	4.8.0	Communication link between the card reader and system should be encrypted by latest encryption standards. (This is between the Card Reader and the Cash Recycler) Communication link between the card reader and XFS application should be encrypted by the latest encryption standards. Communication link between the XFS and ADWM application should be encrypted by latest encryption standard.	Y	F/N			
RCY	Dip Card Reader (Hybrid)	4.9.0	Card reader should be capable of disabling reading the magstripe 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	Y	F/N			
RCY	Customer Interface / Fascia	5.1.0	MPEG - 4 full motion video support, and support for common video codecs.	Y	F/N			

RCY	Customer Interface / Fascia	5.2.0	15" LCD/ LED or higher touch screen with standard bright and full screen display with FDK. In case, the touch screen of the machine without FDK, is frequently down due to non-working of touch screen, then Vendor should replace the machine with the model which has FDK with Touch Screen or install FDK in the existing machine.	Y	F/N			
RCY	Customer Interface / Fascia	5.3.0	Vandal screen with Privacy filter. Resistance to Indian weather, vandal proof and pertinent to and Indian usability condition	Y	F/N			
RCY	Customer Interface / Fascia	5.4.0	Rugged spill proof Triple DES enabled keyboard with polycarbonate tactile/stainless Steel EPP pin pad. EPP Keypads to be PCI-PTS compliant with sealed metal keypad. PIN Pads shall be covered to prevent PIN disclosure via shoulder surfing. EPP should be designed so as to prevent overlaying of fake pin pad. Forcible removal of EPP should bring the machine down resulting in loss of data stored in the EPP, so as to prevent compromise even with high end decryption. Please provide details of the technology / solution. Should accompany with PCI certificate. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.

EPP Pin Pad Should be with Braille Embossing. In case, Braille Keypad (as shown pictures in this RFP) is not readily available, bidders can supply machine without Braille embossings in each key. However, in case any guideline is issued by any entity (RBI/IBA/NPCI/ GoI etc.) to ensure each key with Braille Embossing, then the same should be provided by the bidder at no extra cost to the Bank. In case, any penalty is imposed on the Bank for not having the braille embossing in each key, the same should be made good by the bidder. | Y | F/N | | | |
RCY	Customer Interface / Fascia	5.5.0	Touch Screen (with support for visually handicapped through Function Keys / EPP wherever required). Braille stickers and text speech device on all devices as per requirement to support the visually challenged	Y	F/N			
RCY	Customer Interface / Fascia	5.6.0	All devices to have features as per requirements to support the visually challenged. All Cash Recyclers to meet the requirement of 'Talking Cash Recyclers' (EP needs to ensure that braille supported keys(PinPad, Function Keys, Locations of key devices, Audiojack) are present on the Cash Recycler. SP can support with voice guidance/headphone audio from Cash Recycler Application software standpoint.)	Y	F/N			
RCY	Customer Interface / Fascia	5.7.0	Trilingual Screen Support (English, Hindi, Regional Language), in static graphics (PCX, JPEG, etc) and video files (incl. MP4)	Y	F/N			
RCY	Customer Interface / Fascia	5.8.0	Terminal should be capable to display graphic screen and video files in commonly available picture formats(MPEG, MP4, PCX, JPEG, BMP etc.).	Y	F/N			

RCY	Custo mer Interfa ce / Fascia	5.9.0	Voice guidance support with internal speakers & headphone jack 5 (hardware as well as software both to be provided with Cash Recycler). Capable of voice guidance to the customer and digitalized wave files in the Indian accent for the same in Hindi & English languages to be provided by the vendor. There should be support for text to speech for full fledged voice guidance solution implementation without any extra cost to the Bank.	Y	F/N			
RCY	Custo mer Interfa ce / Fascia	5.10.0	Provide Text-to-Speech(TTS) support in English, Hindi and regional languages.	Y	F/N			
RCY	Custo mer Interfa ce / Fascia	5.11.0	Terminal should be capable to integrate with custom/3rd party Text-to-Speech(TTS) software.	Y	F/N			
RCY	Custo mer Interfa ce / Fascia	5.12.0	Voice guidance support with internal speakers and head phone jack	Y	F/N			
RCY	Custo mer Interfa ce / Fascia	5.13.0	Terminal should report status (XFS) whether headphone is present/not present in headphone jack, to the monitoring system.	Y	F/N			
RCY	Custo mer Interfa ce / Fascia	5.14.0	Bidder to integrate – where required -- the alarm sensors of the Cash Recycler to the branch siren/hooter without any additional cost to Bank.	Y	F/N			
RCY	Custo mer Interfa ce / Fascia	5.15.0	Cash Recycler should have Rear View Mirrors covering major area of the site which allow users to see what is happening behind to avoid shoulder surfing	Y	F/N			
RCY	Custo mer Interfa ce / Fascia	5.16.0	Cash Recycler should have PIN pad shield covering all three sides to avoid shoulder surfing and capture by the external cameras.	Y	F/N			
RCY	Custo mer Interfa ce / Fascia	5.17.0	Touch Screen Specifications: IP65 rating	Y	F/N			
RCY	Custo mer Interfa ce / Fascia	5.18.0	Every ADWM should have a unique hood lock and key.(02 keys). One key to be handed over to branch staff and second key to be in the custody of OEM/Bidder for maintenance	Y	F/N			
RCY	DES Chip / Securi ty	6.1.0	Capable of Remote Key Management - Triple DES/RSA, Certificate or Signature-based.	Y	F/N			
RCY	DES Chip / Securi ty	6.2.0	Triple DES chip with encryption/ verification/ validation software. Should support AES without any additional hardware	Y	F/N			
RCY	DES Chip / Securi ty	6.3.0	Cash Recycler should be with in-built security features to trigger alarm in case of fire, hammering/tilting of the machine	Y	F/N			

RCY	Integrated ADWM Surveillance Solution	7.1.0	Solution must be motion-sensitive and capable of capturing image of the person while doing transaction in the Cash Recycler. Camera should be suitably positioned to take image of the person even under extreme / difficult lighting conditions. It shall be the responsibility of the bidder to ensure that the images so captured are able to identify the persons entering the Cash Recycler room. The cameras should be pilfer-proof.	Y	F/N			
RCY	Integrated ADWM 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 by the vendor, at quarterly intervals or earlier(as per requirement of the Bank) and supervised by Bank. The images will be stored on one of the 2 Hard Disks present in the machine.	Y	F/N			
RCY	Integrated ADWM 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	Y	F/N			
RCY	Integrated ADWM Surveillance Solution	7.4.0	Solution must provide an interface to browse, search and archive the stored images on hard disk or external media.	Y	F/N			
RCY	Integrated ADWM 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.	Y	F/N			
RCY	Integrated ADWM 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 Cash Recycler ID.	Y	F/N			
RCY	Integrated ADWM Surveillance Solution	7.7.0	The image surveillance solution must be capable of monitoring from a central location. The solution should be able to pull the required images from the Central Location and share the same over e-mail with Bank officials, as and when required.	Y	F/N			
RCY	Integrated ADWM Surveillance Solution	7.8.0	The image surveillance solution must not degrade the performance of Cash Recycler, e.g. speed of normal transaction. The solution should be able to pull the required images from the Central Location and share the same over e-mail with Bank officials, as and when required.	Y	F/N			
RCY	Integrated ADWM Surveillance	7.9.0	The image surveillance hardware should be integrated within the Cash Recycler.	Y	F/N			

	Soluti on							
RCY	Integr ated ADW M Survei llance Soluti on	7.10.0	ADWMs should have Rear View Mirrors covering major area of the site which allow users to see what is happening behind to avoid shoulder surfing	Y	F/N			
RCY	Integr ated ADW M Survei llance Soluti on	7.11.0	Solution should be integrated with Multi-Vendor ADWM Software agent to facilitate the pulling the images centrally.	Y	F/N			
RCY	Integr ated ADW M Survei llance Soluti on	7.12.0	The Solution should be capable of notifying the Switch in case the DVSS camera is covered/ blocked by any means so that the Cash Recycler does not dispense cash.	Y	F/N			
RCY	Biome tric	8.1.0	Should be UIDAI certified device for biometric capture and authentication. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	Y	F/N			
RCY	Biome tric	8.2.0	Support Biometric Based Authentication API v 2.0 specifications (should be UIDAI certified biometric device for biometric capture and authentication). On expiry of certificate, it should be replaced with valid certificate at no additional cost to the bank.	Y	F/N			
RCY	Conne ctivity	9.1.0	Should have Network Interface Card(NIC) 10/100 Mbps	Y	F/N			
RCY	Conne ctivity	9.2.0	Equipment to be provided should be certified with full EMV compliance, 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. One of the following is required to be uploaded: (a) Self-declaration of OEM required along with completion of EMV certification already obtained under Bank's MVS application- If the proposed model of ATM is currently working at SBI with EMV compliance having valid L1 & L2 certificate, or (b) Certificate from any scheduled commercial bank certifying that the proposed model offered under this RFP is Tech live on its Base24 switch with EMV compliance having valid L1 & L2 certificate and working satisfactory. or (c) If the proposed model is not working at SBI or any other Banks in India, Bidder to provide valid L1 & L2 EMV certificates, with in a period of 15 days of LOI, to the Bank. Bank may facilitate for the certification with Base24 switch, for which a fee of Rs 20 lacs will be charged per model by the Bank from the Bidder. In case of both (b) & (c), since EMV certification is required to be done for the Bank's MVS as L3 application for all the card networks interfaced by Bank, certification cost of Rs. 15 lacs shall be charged per model by the Bank from the Bidder.	Y	F/N			
RCY	Conne ctivity	9.3.0	Cash Recycler must support TCP/IP and DNS	Y	F/N			

RCY	Connectivity	9.4.0	Cash Recycler must Support TLS 1.2 or above and shall provide required software, if any.	Y	F/N			
RCY	Connectivity	9.5.0	Should support IPv4 addressing and be IPv6 ready. Ability to perform IPv4-IPv6 integration, if required at no additional cost to bank.	Y	F/N			
RCY	Receipt Printer	10.1.0	Minimum 40 column Graphic Thermal Receipt printer with dual mode printing	Y	F/N			
RCY	Receipt Printer	10.2.0	Machine should print customer slip in HINDI and English and regional languages. (EP needs to ensure that the printer driver/firmware supports multiple font printing.)	Y	F/N			
RCY	Receipt Printer	10.3.0	Printer driver/firmware needs to support Hindi, English and regional Indian type fonts/specification.	Y	F/N			
RCY	Electronic Journal(EJ)	11.1.0	Electronic journal to be written on Cash Recycler hard disk and replicated on the second hard disk which records images. The solution should include a EJ viewer.	Y	F/N			
RCY	Electronic Journal(EJ)	11.2.0	Support centralised EJ Pulling	Y	F/N			
RCY	Electronic Journal(EJ)	11.3.0	EJ should be non-editable with encryption or with checksum or any other solution to prove the authenticity of EJ before a third party such as the Regulator (RBI), Courts, Banking Ombudsman, Police Authorities etc.	Y	F/N			
RCY	Power	12.1.0	In-built SMPS to work on 230V 50 Hz power supply.	Y	F/N			
RCY	Power	12.2.0	Support input voltage of 230V AC /50 Hz with +/- 5% variation.	Y	F/N			
RCY	Power	12.3.0	Cash Recycler should have Low Carbon Footprint i.e. Low Power consumption in operation as well as in idle condition.	Y	F/N			
RCY	Power	12.4.0	Cash Recycler should have Integrated Power Management Solution. The Cash Recycler software must be capable of inter-facing with the Bank's UPS systems and query the battery status, in -line power and temperature, taking the machine out of service if the battery capacity is too low, perform scheduled power offs and automatically start up at the configured date and time. The solution must shut down gracefully to allow completion of the ongoing transaction in the event of complete battery discharge/ power cable pulling or any such disruption. The above power management functionality must be controllable remotely. In this situation, Cash Recycler should have the capability of generating message of low battery status and should send the same to the switch.	Y	F/N			
RCY	Power	12.5.0	ADWMs 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 ADWM Software.	¥ N	F/N			

RCY	Contactless Card Reader	13.1.0	Contactless Card integration capability (Hardware and Software) supporting the ISO 14443 Type A/Type B, Mi Fare and ISO/IEC 18092, ISO 21481 specifications.	Y	F/N			
RCY	Contactless Card Reader	13.2.0	Smart Card/ Chip Card EMVCo Contactless Version 2.1 or later, as certified with supporting EMVCo L1 LOA. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	Y	F/N			
RCY	Contactless Card Reader	13.3.0	Should provide necessary certificates/approvals from VISA, Master Card, Amex, Union Pay, Rupay, Discover including TQM(PCD) certificates. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	Y	F/N			
RCY	Barcode Scanner	14.1.0	Recycler should have capability to integrate 1D/2D barcode and QR code scanner for future requirements of scanning codes from mobile phones by simply attaching a reader, compliant with Code128, Code39, QR Code standards.	Y	F/N			
RCY	Barcode Scanner	14.2.0	Should be capable of reading barcodes of all popular symbologies, including Code 128, with up to 36 Characters	Y	F/N			
RCY	Device SW	15.1.0	Software with CEN XFS 3.1 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 operationalization of same without any additional cost to the Bank.	Y	F/N			
RCY	Device SW	15.2.0	Software with drivers(for non-XFS devices), API documentation, and terminal diagnostics/utilities.	Y	F/N			
RCY	Cash Recycler	16.1.0	Cash Recycler must be capable of performing under extreme conditions. Temperature : 0 degree Celsius to +50 degree Celsius (Without Air Conditioner) Relative Humidity : 5 to 95 % (Without Air Conditioner) ;	Y	F/N			
RCY	Cash Recycler	16.2.0	The necessary technology/ application/ hardware for supporting card based, card less and bio metric transactions should be available ab-initio.	Y	F/N			
RCY	Cash Recycler	16.3.0	Low and media empty warning for all items viz. currency notes, consumer printer roll, etc.	Y	F/N			
RCY	Cash Recycler	16.4.0	Should provide hardware, software and MIS (Keyboard, Mouse etc.) for day-to-day operations required by the custodian.	Y	F/N			
RCY	Cash Recycler	16.5.0	Indication (visible & audible) of proper insertion of all cassettes.	Y	F/N			
RCY	Cash Recycler	16.6.0	Machines should not accept or dispense soiled, mutilated notes Machines should not dispense counterfeit notes	Y	F/N			
RCY	Cash Recycler	16.7.0	Multi-media dispenser (ticket/coupon/stamp/ receipt) with bunch presenter	Y	F/N			
RCY	Cash Recycler	16.8.0	Bidder to provide all recyclers of same make, model and specifications i.e. single make and model. Any vandalized machine will also be replaced with the same make & model.	Y	F/N			

RCY	Cash Recycler	16.9.0	Cash Slot camera 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 Hard disk 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. Bidder should provide required support to ATM application vendor (Solution provider) and obtain sign off from Bank before production movement.	Y	F/N			
RCY	Testing	17.1.0	Should provide test notes & test firmware for recycler testing, at no additional cost to the Bank. The test notes & firmware will be used only for lab-testing purposes.	Y	F/N			
RCY	Testing	17.2.0	Should provide necessary resources including paper rolls (for receipt printer) for lab testing purpose at no additional cost.	Y	F/N			
RCY	Testing	17.3.0	OEM Vendor/Service Provider to deploy resources whenever required, for testing the functionality at the ATM LAB at no extra cost.	Y	F/N			
RCY	Testing	17.4.0	Vendor should arrange to support all security review and testing provided by Bank as and when required.	Y	F/N			
RCY	Testing	17.5.0	L-3 Certification with MasterCard, Visa, Rupay or any other provider to be done by the service provider	Y	F/N			
RCY	Software Agent	18.1.0	Vendor should have their own software agent for EJ pulling and Remote Monitoring Software support for the Cash Recycler to monitor its functions from a Central site. The Cash Recycler should be capable of supporting a third party software agent such as SDMS/Infobase/ Radia, etc. The vendor also agrees to install any software selected by the Bank at no cost to the Bank.	Y	F/N			
RCY	Software Agent	18.2.0	Remote diagnostic agent to diagnose problems with the machine including but not limited to predicting part failures. This service including proactive rectification of problems reported by remote diagnostic agent will have to be provided by the applicant/ bidder/ OEM mandatorily at no extra cost to the Bank.	Y	F/N			
RCY	Interface for Banking Software & Cash Recycler Switch Connectivity	19.1.0	Vendor to provide utility for converting the Cash Recycler files, containing transaction details, into ASCII format.	Y	F/N			
RCY	Hardware	20.1.1	Co-ordinated LED Lights Indicators at Card Reader, Cash slot dispenser, Receipt printer, The LED Lights at these places will blink accordingly during the course of transaction attracting the	Y	F/N			

			attention of the customer to that part of the machine. These coordinated LED lights but can be explored at keypad area and FDK (if present) by the OEMs in future. Bank would like to have backlit keypad and FDK for its future procurements. Example: Card reader slot : 1. When machine is ready to accept card for new txn. Card reader slot: 2.When machine wants the customer to pull out his/her card FDK Keys: Whenever the machine needs input from FDK keys Keypad: Whenever the machine needs input from Keypad Cash slot dispenser: When cash is presented at the cash slot for the customer to take it.						
RCY	Hardware	20.1.2	Receipt printer slot: Whenever any receipt is out from the machine for txns. like mini statement, failed transaction etc.	Y	F/N				
RCY	Hardware	20.1.3	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. The FDK can be optional. In case, the touch screen of the machine without FDK, is frequently down due to non-working of touch screen, then Vendor should replace the machine with the model which has FDK with Touch Screen or install FDK in the existing machine.	N	F/N/C1				
RCY	MVS-APPL-TESTING	21.1.1	Vendor should arrange for OEM Vendor/Service Provider to deploy support team for testing at the ATM Test Lab for MVS required at no cost to the bank.	Y	F/C1//N				
RCY	DISPENSER	21.1.2	2 x Double Pick Module, and 5 currency cassettes and reject bin with lock & key(1 set) All 5 recycling cassettes, counterfeit bin and any other cassette / bin should be detachable / taken out from the machine's currency vault to implement cassette swap.	Y	F/N				
RCY	Hardware	21.1.3	ADWMs should be capable of operating satisfactorily even while placed in the vehicle, jetty, houseboat etc. and work same when kept at rest or in motion.	Y	F/C1/N				

APPENDIX C2: SOFTWARE

Module	Item	Feature Id	Features	Mandatory	Validation Criteria	Give Page No. of RFP Submitted
SW	ADWM-APPL-SWDIST	A.1.1	Cash Recycler should be capable of One to One Marketing. Client when loaded on Cash Recycler should be able to interact with different CRM sources using open standard messaging standards	Y	F/N	
SW	ADWM-APPL-SWDIST	A1.1.0	Cash Recycler should be capable of centrally downloading Software / Patches upgrades and idle screen and content distribution when connected with Banks provided MVS software	Y	F/N	
SW	ADWM-APPL	AA.1.1	Should have built-in eJ viewer with search facility	Y	F/N	
SW	ADWM-APPL	AA.1.2	Should have eJ storage, archival and retrieval facility	Y	F/N	
SW	ADWM-APPL	AA.1.3	Cash Recycler should be capable of interface through multi-vendor ATM software agent (as decided by the Bank) on machine with Bank's Switches i.e. BASE24 or any other Switch introduced by the Bank in future and Mult-Vendor ADWMs Central Server.	Y	F/N	
SW	ADWM-APPL	AA.1.4	Cash Recycler application should be capable to interface with Bank's Switches i.e. BASE24 or any other Switch introduced by the Bank in future and Multivendor Central Server	Y	F/N	
SW	ADWM-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.	Y	F/N	
SW	ADWM-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 reported by remote diagnostic agent will have to be provided by the bidder / OEM mandatorily at no extra cost to the Bank. The bidder also agrees to install any software selected by the Bank at no cost to the Bank.	Y	F/N	

SW	ADWM-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.	Y	F/N	
SW	ADWM-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	Y	F/N	
SW	ADWM-APPL	AA.1.9	Bidder to confirm ability to demonstrate proof of concept about ADWMs software being capable of supporting all the applications currently developed for the Bank such as ADWMs Locator, Railway ticketing, Campus fees payment, Mobile Recharge & other Utility Bill Payments.	Y	F/N	
SW	ADWM-APPL	AA.1.10	Software to support DDC/912 or NDC message emulation.	Y	F/N	
SW	ADWM-APPL	AA.1.11	Software to support IFX message emulation.	N	F/N	
SW	ADWM-APPL	AA.1.13	Software to support ISO20022(XML) message emulation.	Y	F/N	
SW	ADWM-APPL-TESTING	B.1.1	Bidder should arrange OEM Vendor to be deployed as support team for testing at the ATM Test Lab whenever required at no cost to the bank.	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.1	Support Cash Withdrawal from any bank account(at least 6 accounts)	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.2	Support Standing Instruction	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.3	Support Loan Account enquiry	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.4	Support Fixed Deposit	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.5	Support Bunched Note Acceptance	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.6	Support Balance Enquiry	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.7	Support Mini-Statement	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.8	Support Card to Card Transfer	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.9	Support Card to Account Transfer	Y	F/N	

SW	ADWM-APPL-TXNTYP	C.1.10	Support Account to Account Transfer	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.11	Support B 2 B	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.12	Support Visa Money Transfer	Y	F/N	
SW	ADWM-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.	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.14	Support Institutional Fee Payment	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.15	Support Utility/Bill Payment/Taxes/Trust Donation Etc.,	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.16	Support/ Display of graphics/ animation/ scrolling/ date & time	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.17	Support PIN Change	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.18	Support Fast Cash/My Favourite Option	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.19	Support Mobile Number Registration	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.20	Support Mobile Top-Up	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.21	Support Mobile Banking Registration/Deregistration	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.22	Support SBI Credit Card Bill Payment	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.23	Support SBI Credit Card Cash Withdrawal	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.24	Support Prepaid Card Cash Withdrawal	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.25	Support Prepaid Card Balance Enquiry	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.26	Support SBI Life Insurance Premium payment	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.27	Support Cheque Book Issuance	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.28	Support Stop Cheque enquiry	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.29	Support Internet Banking Request Approval	Y	F/N	

SW	ADWM-APPL-TXNTYP	C.1.30	Support Aadhaar Number Seeding	Y	F/N		
SW	ADWM-APPL-TXNTYP	C.1.31	Support Cash increase/decrease/short/ excess Admin Transactions using admin card	Y	F/N		
SW	ADWM-APPL-TXNTYP	C.1.32	Support Channel Manager visit registration	Y	F/N		
SW	ADWM-APPL-TXNTYP	C.1.33	Support Dynamic Currency Conversion during transaction	Y	F/N		
SW	ADWM-APPL-TXNTYP	C.1.34	Support Failure Alert / Support Cash recyclers.	Y	F/N		
SW	ADWM-APPL-TXNTYP	C.1.35	Support Idle Screen / Advertising	Y	F/N		
SW	ADWM-APPL-TXNTYP	C.1.36	Supports for all available and proposed /advanced value-added services	Y	F/N		
SW	ADWM-APPL-TXNTYP	C.1.37	Supports OTP Based and Cardless transaction withdrawals	Y	F/N		
SW	ADWM-APPL-TXNTYP	C.1.38	Supports Vitrual keyboard at ADWM Screens for inserting alphanumeric text/numbers	Y	F/N		
SW	ADWM-APPL-TXNTYP	C.1.39	Support QR code based Transaction	Y	F/N		
SW	ADWM-APPL-TXNTYP	C.1.40	Support Card less Transaction	Y	F/N		
SW	ADWM-APPL-TXNTYP	C.1.41	The NFC contactless module with support contactless card Integration (hardware and Software) supporting up to ISO 14443 Type A/Type B, Mi Fare ISO 21481 and ISO/IEC 18092 or higher. In case 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 contact period. All upgradations will be done by the vendor free of cost under the comprehensive AMC and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor.	Y	F/N		
SW	ADWM-APPL-TXNTYP	C.1.42	Support EMV-chip based transactions	Y	F/N		
SW	ADWM-APPL-TXNTYP	C.1.43	Support for AKDS	Y	F/N		
SW	ADWM-APPL-TXNTYP	C.1.44	Support for 3-DES	Y	F/N		
SW	ADWM-APPL-TXNTYP	C.1.45	Support for supervisory mode cash counter update	Y	F/N		

SW	ADWM-APPL-TXNTYP	C.1.46	Support Account Number Masking (on receipt)	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.47	Support 2 digit Screen for checking Keypad is working	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.48	Support Timed out and Last Transaction Status(LTS) based reversals	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.49	Support for MAC (Message Authentication Code)	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.50	Support 2048-bit or higher encryption standards	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.51	Support Instant Money Transfer Transaction.	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.52	Support for AES	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.53	Support for TLS1.2 or higher	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.54	Support Biometric based Registration	Y	F/N	
SW	ADWM-APPL-TXNTYP	C.1.55	Customer preferences eg Language, Fixed amount withdrawal etc	Y	F/N	
SW	ADWM-APPL	D.1.1	Supports Windows 11 or the latest available Windows operating system	Y	F/N	
SW	ADWM-APPL	D.1.2	Application interface facilitating all Admin, Reconciliation and MIS functions	Y	F/N	
SW	ADWM-APPL	D.1.3	Provide Text-to-Speech (TTS) support in English, Hindi and regional languages	Y	F/N	
SW	ADWM-APPL	D.1.4	Terminal should be capable to integrate with custom/3rd party Text-to Speech(TTS) software.	Y	F/N	
SW	ADWM-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)	Y	F/N	
SW	ADWM-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.	Y	F/N	
SW	ADWM-APPL-VSS	E.1.3	Customization if any with the OEM proprietary solution will be the sole responsibility of the Solution provider	Y	F/N	

SW	ADWM-APPL	F.1.1	EJ format should be parameterized and on the standard format irrespective of make and model of the terminal, as per the requirement of the Bank.	Y	F/N	
SW	ADWM-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	Y	F/N	
SW	ADWM-APPL-LANG	G.1.2	Screens	Y	F/N	
SW	ADWM-APPL-LANG	G.1.3	Campaigns	Y	F/N	
SW	ADWM-APPL-LANG	G.1.4	Receipts Printing	Y	F/N	
SW	ADWM-APPL-LANG	G.1.5	Text Messages on Screens	Y	F/N	
SW	ADWM-APPL-LANG	G.1.6	Audio support (Text to speech in preferred language)	Y	F/N	
SW	ADWM-APPL-LANG	G.1.7	Disability compliance (Text to speech, longer timeouts, handset detection, FDK to numeric key detection.	Y	F/N	
SW	ADWM-APPL-EPSGEN	H.1.1	ADWMs Should be capable of integrating with any ADWMs Protection Solution, if any, available with the bank from time to time without any cost to bank	Y	F/N	
SW	ADWM-APPL-EPSWL	H.1.2	OEM's native ADWM Application should be able to block USB ports on the ADWM.	Y	F/N	
SW	ADWM-APPL-EPSWL	H.1.3	OEM's native ADWM Application should have firewall functionality.	Y	F/N	
SW	ADWM-APPL-EPSWL	H.1.4	OEM's native ADWM Application should issue alert/ warning once a threat has been identified	Y	F/N	
SW	ADWM-APPL-EPSWL	H.1.5	OEM's native ADWM Application should block unauthorized installed software.	Y	F/N	
SW	ADWM-APPL-EPSWL	H.1.6	OEM's native ADWM Application should have capability to allocate only required ADWM 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 ADWM Terminal.	Y	F/N	

SW	ADWM-APPL-EPSWL	H.1.7	OEM's native ADWM Application should be capable of integrating with Bank's provided single centralized management console for managing, administering and pushing the hardening policies .	Y	F/N	
SW	ADWM-APPL-EPSWL	H.1.8	The OEM's native application should have hardening policies for ADWM environment and should have out of box prefabricated best practices to reduce installation period without any additional cost to the Bank.	Y	F/N	
SW	ADWM-APPL-SWDIST	I.1.1	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.	Y	F/N	
SW	ADWM-APPL	I.1.2	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.	Y	F/N	
SW	ADWM-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.	Y	F/N	
SW	ADWM-APPL	J.1.1	ADWM application should be capable to call API of other application	Y	F/N	
SW	ADWM-APPL	J.1.2	ADWM application should be capable to support API based integration	Y	F/N	

APPENDIX C3: SERVICES

Module	Item	Feature Id	Features	Mandatory	Validation Criteria	Give Page No. of RFP Submitted
AMC/CMC	OTC-MGMT	AE1.0.0	ADWM should be capable for Centralized Control from Management Centre.	Y	F/N	
AMC/CMC	OTC-MGMT	AE1.1.0	Centralized control capability to monitor & control exactly who may access a particular safe & when	Y	F/N	
AMC/CMC	OTC-MGMT	AE1.2.0	Access control to ensure only authorized users gain time-based access to safe.	Y	F/N	
AMC/CMC	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 ADWMs/CD/CDM/ Recyclers, when required.	Y	F/N	
AMC/CMC	DIST-MGMT	AF1.0.0	Software & screen distribution from a central source to facilitate individual configuration & screen displays	Y	F/N	
AMC/CMC	DIST-MGMT	AF1.2.0	Scheduling download and installation at desired times	Y	F/N	
AMC/CMC	DIST-MGMT	AF1.3.0	Scheduled and ad hoc/ immediate upload of journals	Y	F/N	
AMC/CMC	DIST-MGMT	AF1.4.0	Monitoring Job status online	Y	F/N	
AMC/CMC	NTWK-MGMT	AG1.4.0	Use reliable, dedicated IP connection with backup	Y	F/N	
AMC/CMC	NTWK-MGMT	AG2.2.0	Notify appropriate agency for activating support	Y	F/N	
AMC/CMC	NTWK-MGMT	AG2.3.0	Notify customer at detection, isolation and resolution	Y	F/N	
AMC/CMC	NTWK-MGMT	AG2.4.0	Manage incident from detection to resolution	Y	F/N	
AMC/CMC	NTWK-MGMT	AG3.1.0	Proactive/predictive analysis & recommendations	Y	F/N	
AMC/CMC	NTWK-MGMT	AG3.2.0	Setting event thresholds based on customer availability needs	Y	F/N	
AMC/CMC	NTWK-MGMT	AG3.3.0	Tuning performance by correlating events with performance metrics	Y	F/N	
AMC/CMC	NTWK-MGMT	AG3.4.0	Order to identify bottlenecks that inhibit availability and performance	Y	F/N	
AMC/CMC	NTWK-MGMT	AG4.2.0	Remotely implement software upgrades	Y	F/N	
AMC/CMC	NTWK-MGMT	AG4.3.0	Maintain password ownership of configurable managed objects	Y	F/N	
AMC/CMC	NTWK-MGMT	AG4.4.0	Implement logical changes to remotely configurable devices	Y	F/N	

AMC/CMC	NTWK-MGMT	AG4.5.0	Report metrics including device class, location, IP address, circuit information	Y	F/N	
AMC/CMC	NTWK-MGMT	AG5.2.0	Update customer help desk about estimated service restoration time	Y	F/N	
AMC/CMC	NTWK-MGMT	AG5.3.0	Monthly report on fault, performance, and configuration metrics	Y	F/N	
AMC/CMC	NTWK-MGMT	AG5.4.0	Interpret metrics & make recommendations for improvement	Y	F/N	
AMC/CMC	NTWK-MGMT	AG6.1.0	24 X 7 X 365 monitoring and resolution	Y	F/N	
AMC/CMC	NTWK-MGMT	AG6.2.0	Unlimited incidents	Y	F/N	
AMC/CMC	NTWK-MGMT	AG6.3.0	Toll free number with multiple lines for service requests (minimum 100 lines)	Y	F/N	
AMC/CMC	NTWK-MGMT	AG7.1.0	Call to Network service Provider and SMS/EMAIL to Bank with in 3 minutes fault occurrence.	Y	F/N	
AMC/CMC	NTWK-MGMT	AG7.2.0	Remedial remote diagnostics typically performed within 3 minutes	Y	F/N	
AMC/CMC	DATA-SEC	AH.1.0	IPSEC on circuits that connect the Bank to the vendor's Management Centre	Y	F/N	
AMC/CMC	DATA-SEC	AH.2.0	Secure Shell Security (SSH), TLS 1.2 or whichever is higher security protocol between Bank's ATM switch and Incident Management system/ Banks Monitoring System.	Y	F/N	
AMC/CMC	DATA-SEC	AH.3.0	Secure Socket Layer (SSL), TLS 1.2 or whichever is higher security protocol between the Bank and Secured web server.	Y	F/N	
AMC/CMC	DATA-SEC	AH.4.0	Firewall - Fully integrated Internet security and IP networking on one purpose-built platform	Y	F/N	
AMC/CMC	DATA-SEC	AH.5.0	Firewall - Access to network always available with VRRP and Firewall synchronization technology	Y	F/N	
AMC/CMC	DATA-SEC	AH.6.0	Firewall - Networking OS integrated with third party applications designed for security solutions	Y	F/N	
AMC/CMC	DATA-SEC	AH.7.0	Intrusion Detection System	Y	F/N	
AMC/CMC	DATA-SEC	AH.8.0	The bidder /supplier should support the ATMs protection solution available/provided by the Bank. In case Bank decides to use OEM native application at ADWM, Bidder/supplier should provide Virus Protection, Detection and Maintenance of Virus definition.	Y	F/N	
AMC/CMC	DATA-SEC	AH.9.0	Should have a Information Security Management System which is established using best practices available in industry (e.g. ISO 27001) operational, continuously monitored and improved	Y	F/N	

AMC/CMC	DATA-SEC	AH.10.0	Logging should be done for user account management, privilege changes, user activity, configuration changes etc.	Y	F/N	
AMC/CMC	DATA-SEC	AH.11.0	Adequate redundancy and back up – DR site to support uninterrupted services	Y	F/N	
AMC/CMC	HELP-DESK	AI.2.0	Toll free telephone number with multiple lines (minimum 100)	Y	F/N	
AMC/CMC	HELP-DESK	AI.3.0	Must be the single point of contact for Bank for help, checks on status of an ADWM problem, Kiosk/kiosk equipment problems, managing multiple parties to resolve problems	Y	F/N	
AMC/CMC	HELP-DESK	AI.4.0	Receive telephone call from external customer, identify the caller, log and create the incident ticket and assign the incident priority	Y	F/N	
AMC/CMC	HELP-DESK	AI.5.0	Supplemental support for variations in business patterns	Y	F/N	
AMC/CMC	HELP-DESK	AI.8.0	Proactive problem resolutions	Y	F/N	
AMC/CMC	HELP-DESK	AI.9.0	Coordination/management of multi-vendor support	Y	F/N	
AMC/CMC	HELP-DESK	AI.10.0	Round-the-clock remote support to all field engineers and customers in India	Y	F/N	
AMC/CMC	REQS	AI.11.0	Services will be provided on 24x7x365 basis	Y	F/N	
AMC/CMC	FLM-REQS	AJ.1.0	Keeping a written maintenance log at the site. The Bank shall use the same log for recording nature of faults/failures observed, date and time of their occurrence and communication to vendors	Y	F/N	
AMC/CMC	FLM-REQS	AJ.2.0	Only qualified maintenance personnel familiar with the equipment shall perform all repairs and maintenance services	Y	F/N	
AMC/CMC	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, UPS and its batteries. (The list is illustrative and not exhaustive).	Y	F/N	
AMC/CMC	FLM-REQS	AJ.4.0	Supply and replenish receipt printer should print approx 5 million characters)	Y	F/N	

AMC/CMC	FLM-REQS	AJ.5.0	Supply and 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 and printing at the ADWM will be only on the blank side. Print matter may be changed as and when required.	Y	F/N	
AMC/CMC	FLM-REQS	AJ.6.0	Receipt Rolls – 80mm wide x 8" dia approx x 0.7" core dia produced on ADWM grade thermal paper Appleton Alpha 8. The density of sense mark should be uniform with 1.2 plus & tolerance level of slitting should be +/- 0.012"	Y	F/N	
AMC/CMC	FLM-REQS	AJ.7.0	Should supply for all ADWMs on Bank's network without limitation on quantity supplied by the Bidder.	Y	F/N	
AMC/CMC	FLM-REQS	AJ.8.0	Consumable management for all ADWMs on Bank's network without limitation on quantity supplied by the Bidder. shall be independent of ADWM make, model, type of network and vendor	Y	F/N	
AMC/CMC	FLM-REQS	AJ.9.0	Consumables replenishment to be initiated proactively to ensure ADWM does not go down for want of these items	Y	F/N	
AMC/CMC	FLM-REQS	AJ.10.0	Clearing journal/receipt paper jams. Clearing of card jams.	Y	F/N	
AMC/CMC	FLM-REQS	AJ.11.0	The vendor should arrange to get publicity materials, banners, posters etc. supplied by the Bank displayed in the kiosks as per instructions besides replenishing leaflets, brochures etc.	Y N	F/N	
AMC/CMC	POWER	AL.1.0	Input and Output Current of UPS should be checked	Y	F/N	
AMC/CMC	POWER	AL.2.0	Input frequency of UPS should be checked	Y	F/N	
AMC/CMC	POWER	AL.3.0	Battery Life of UPS should be checked	Y	F/N	
AMC/CMC	POWER	AL.4.0	Battery Voltage of UPS should be checked	Y	F/N	
AMC/CMC	POWER	AL.5.0	Internal Temperature of UPS should be checked	Y	F/N	
AMC/CMC	POWER	AL.6.0	Should support all type of digital lock	Y	F/N	
AMC/CMC	OTC-MGMT	AL7.0	Audit trail should be made available as and when required			

Name and Signature of authorized signatory

Seal of the company

Appendix C4 – Specifications of UPS:

a. **UPS & Batteries**
- The UPS & Batteries are to be kept in Back room.
- The battery back-up capacity will depend on the main power supply in that area.
- UPS should have Simple Network Management Protocol (SNMP) for polling, wherever SNMP cards are provided for UPS and necessary feed is received

Description	Make
2 KVA UPS with at least 8 hours Fast Charging SMF / Lithium-ion batteries back up. Microprocessor / DSP based Online UPS 2 KVA Single Phase with Isolated output, SNMP enabled with Software to facilitate completion of last transaction before gracefully shutting down the CD. Technical Specifications: Input Voltage Tolerance: 120-290 V. Input Frequency Tolerance: 47Hz to 53Hz Output Voltage: 230 V +/- 1% No Load to Full Load. Output Frequency: Mains Synchronised / 50Hz+/- 0.05% in free running mode. Overall efficiency: > 90% AC to AC. Recharge Time: < 12 Hours up to 90% Capacity. Overload Capacity: 110% for 1Minute, 130% for 1Sec Total Harmonic Distortion: < 4%, Output Filtration: RC & EMI Protections: Short Circuit, Overload, Low Battery, Over Charge. With Audible Alarm for low battery and inverter trip. Temperature tolerance: 10 to 45 degree C for the UPS Humidity tolerance: </= 90% non-Condensing Indications Digital Display: AC I/P O/P Voltage, AC I/P O/P Current, DC Voltage, DC Current & Battery Status Special Requirement: Auto restart at Mains after Low Battery or Overload, Cold start at 90% of the rated load. 8 hours battery back-up. Min VAH: 8600.	Numeric, Epoch, Novateur, Tritronics, APC, DB, Emerson, E & C, Techser, Aplab or of any equivalent make and having a good service network across the country. SMF / Lithium-ion batteries of Hitachi, Rocket, Panasonic, Exide powersafe, AmaraRaja, Amco Best, Numeric, U_PLUS, HBL, CSB, Newmax (all with 18 months warranty) or of any equivalent make and having a good service network across the country.

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 a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number f) Fax Number g) Email Address	
9	Details for EMD Refund (applicable only if EMD is directly credited in designated account):- a) Account No. b) Name of account holder c) Name of Bank d) IFSC Code	

Name & Signature of authorised signatory

Seal of Company

Appendix-E :

Scope of Work and Payment Schedule

All the procurements for New ADWMs installation/replacement under this Request For Proposal (RFP) will be for the period of seven years from the date of installation, which can be extended upto 10 years (i.e. upto another three years after base 7 years period in one or more tranches), at the sole discretion of the Bank.

1. **Procurement of New ADWMs - with Warranty, Comprehensive AMC and Support Services (wherever required)**

1.1 Procurement of ADWMs:

1.1 Supply, integration, testing, installation, commissioning, and Comprehensive Maintenance of new ADWMs (Front Access ADWMs):

1.1.1 The Bank is looking for Bidders who can supply, integrate, test, install commission and maintain ADWMs on turnkey basis and undertake responsibility for the same. Bidders should note that ADWMs will be deployed across the length and breadth of the country as per requirements of business and the bidder will have to guarantee that support will be available for the ADWMs across the country for a minimum period of 7 years, which can be extended up to 10 years (i.e. upto another three years after base 7 years period in one or more tranches) at the sole discretion of the Bank.

1.1.2 Bidders should offer model of ADWMs with Windows 11 Operating System and CEN XFS 3.1 or higher compliant XFS layer. ADWMs should be capable of running the Bank's Multi-Vendor Software (MVS), Banks EndPoint Security (EPS) software. The Bank wants an advanced, multifunctional, energy-efficient ADWM. In case, ADWMs with Windows 11 is not readily available, bidder can submit the bid for model compatible with Windows 10 IoT Enterprise LTSC 2019 / or above (with a license of Windows 11) subject to condition that ADWMs supplied/installed should be upgraded with Windows 11 before end of life for windows 10 by Microsoft or as per bank direction whichever is earlier, without any additional cost to the Bank.

1.1.3 If during the period of warranty and Comprehensive AMC Contract period, an ADWMs is frequently becoming out of order for technical reasons for more than three times in a month and for two consecutive months, the Bank may ask the bidder to replace the ADWMs with another new ADWMs of same model & make with exactly same technical specifications as tested in the SBI

ATM Lab before the commencement of rollout, at no extra cost to the Bank. The selected bidder should update /supply/ install necessary changes in ADWMs, if any, due to regulatory compliance, the same should be available at no additional cost to the Bank irrespective whether it being minor or major modifications. All upgradations will be done by the vendor free of cost under the comprehensive AMC and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor.

1.1.4 The ADWMs should have capability / features for remote monitoring of their all-round health / status. Along with ADWMs, accessories and Digital Video Surveillance System, various sensors alarm system etc., will also have to be supplied, integrated, tested, installed, and maintained, wherever required by the Bank.

1.1.5 All ADWMs should have anti-skimming devices/solutions, anti-shimming devices/solutions, anti-deep-insert-skimmers, any other device, or solution etc. to prevent unauthorized reading and copying of card data (of card's magstripe or chip) from card-reader and contactless card reader, biometric data from biometric reader. Bidder to ensure that no cloning of card data occurs through machine. Bidder to upgrade the physical devices / components and applicable software / drivers whenever released by OEMs, without any cost to Bank. Any loss of the Bank in this regard shall be completely borne by the bidder. The Bank shall issue Purchase Order / Letter of Intent / Confirmation Letter for installation of any such upgraded hardware / physical devices / components and applicable software or any standalone software after duly testing at its ADWMs Lab. The rollout / installation of the upgrade (both hardware or software, as applicable) should be done within the timeframe specified in the Purchase Order / Letter of Intent / Confirmation Letter. A penalty of Rs.1000 per day per non-complied machine shall be imposed for delay beyond the specified timeframe or for non-compliance of the Purchase Order / Letter of Intent / Confirmation Letter.

1.1.6 All ADWMs should be able to give the status of cash dispensed or not-dispensed and the cash deposit or cash rejected with 100% surety and the same should be recorded in the Electronic Journal (eJ) / machine logs / System log / switch. Internal Cash slot camera should be present to capture the movement of cash. Video / Image analytics or algorithms can be developed to ascertain the dispensation/deposit of cash. Failure to determine the cash dispensation/deposit status, the disputed amount / chargeback with any penalty imposed on Bank for that disputed transaction, if any, involved in such un-sure transactions will be made good by the vendor. The Bank shall support the bidder, at its own discretion, for any development required in Bank's MVS Solution or Bank's Switch. In case of any incorrect dispensation/deposit due to faulty functioning of the machine, the vendor should make good the loss within 30 days from the date of reporting of incidents and take corrective measures immediately. The Bank should not

suffer loss due to any defect of the machine. The Bank's decision with regard to faulty functioning of the machine will be final and binding on the bidder. In case the defect resolution requires development / R&D from OEM of the ADWMs, the bidder should ensure that the OEM does the required development within the stipulated time agreed by the Bank. A penalty of Rs.1000 per day per non-complied machine shall be applicable for delay attributable to the vendor after the agreed stipulated timeframe.

1.1.7 There shall be SBI's YONO branding colour scheme on the facia of the machine. The facia should be factory painted in the SBI INK BLUE COLOUR (L481-105899 / RGB 40-0-113 / Hex #280071) scheme and YONO PRINTED vinyl wraps SHOULD BE STUCK ONTO THE MACHINES. The acrylic parts should be of the single SBI Blue colour specified in the RFP. The visible screen, keypad, front console can be as per OEM's default colour. The final colour appearance will be discussed with the successful bidders before implementation & rollout. The successful bidders should provide a 3D model representation for visualization and clarity. The Bank's decision will be binding on the successful bidder. The final appearance will be decided by the Bank after taking into consideration the 3D model. As part of the Comprehensive AMC Services, there should not be fading or torn off vinyl wraps and their replacements to be done by the bidder on their own without waiting for Bank's intimation. If such replacement is advised by the Bank, it should be completed by the bidder within 5 days of intimation. Penalty @ ₹ 100 per day from the 6th Day onwards per non-complied ADWMs will be levied.

Indicative picture below:-

Chest Design	Overall	Side facia of machine

1.1.8 All ADWMs should be enabled for the Divyangjan so that the ADWMs must be suitable for the Divyangjan persons. Voice Guidance Support for the visually challenged should be strictly as per the IBA Guidelines and Bank's instructions issued in this regard. The Voice Guidance support should be available in Regional Languages (as & when enquired by the Bank) apart from English and Hindi. The ADWMs should have Braille Pin Pads and FDKs

(if present). Braille embossing should be on each key. Example of Braille Pin Pad:-

1.1.9   ADWMs with technology and functionalities like touch screen, Triple DES enabled, EMV certified dip smart card reader, etc. should be supplied and installed at sites decided by the Bank.

Cash slot shutter should have the following precautionary image stuck: -

1.1.10 Each ADWMs should be provided with a UPS and minimum 8 hours fast charging SMF / Lithium-ion batteries. For sites with high power failures, additional battery(ies) backup should be provided as per site requirement. The cost of additional battery(ies) shall be paid by the Bank as per the

discovered rates. The UPS should be integrated with the ADWMs such that the ADWMs is able to:-

a) Distinguish power supply from Mains or UPS.

b) Shut down / sleep / hibernate gracefully (after completing any on-going transaction) when running on UPS power and the UPS battery charge is low (say 10%- or 15-minutes available backup). ADWMs should be able to "wake-up" and start working automatically when adequate charge is available, or mains power restored.

c) Record the power events in eJ / machine logs / system logs.

d) Monitor the power status (voltage/current etc.), UPS Battery percentage.

e) Should be able to switch to UPS Power from Mains power when Mains power is fluctuating / low voltage etc. and back to mains power when its stable. The intension is to protect machine from power surges etc.

f) The above functionalities to be tested in the ATM Lab, so the UPS with battery to be provided along with the machine.

1.1.11 Majority portion of present procurement is intended for replacement of existing ADWMs with unsupported OS Windows 7. The old ADWMs must be removed by the vendor and disposed-off in a proper manner with a view to protecting the environment, reducing pollution by toxic gases / greenhouse emissions and other non-biodegradable substances caused by e-waste disposal, an undertaking to be submitted by bidder for lifting and disposal of existing ADWMs as per e-waste policy of the Bank / Government. The disposal of the old machines should be as per the Standard operating procedure (SOP) prescribed by the Bank. Bank shall not pay any decommissioning / de-grouting cost, lifting and shifting cost of existing ADWMs from the ADWMs location in respect of ADWMs under this RFP. As the deployment of ADWMs will be all over the country, the applicant will necessarily have to undertake installations at all locations.

1.1.12 ADWMs Provider must ensure that the **Hard Disk Drive** of the ADWMs being replaced, is handed over to the Branch Manager / his representative and this should be recorded in the Installation Report to be signed by the ADWMs Provider and the Bank. The ADWMs Provider should also give an undertaking that the integrity of the data on the Hard Disk will not be compromised and put to any misuse, causing financial / reputational loss to the Bank. The **EPP/Pin Pad** of the old machine should be broken/destroyed in front of Bank staff.

1.1.13 The selected bidders will have to provide the ADWMs as per the technical specifications mentioned elsewhere in this RFP.

1.1.14 Deviations from technical specifications, if any, may be clearly indicated. Though the Bank has laid down the minimum configuration of both hardware and software of ADWMs to meet present requirements, the ADWMs should

be upgradable to support any statutory/ regulatory compliance requirements, the same should be available at no additional cost to the Bank irrespective whether it being minor or major modifications and / or change of configuration etc. All upgradations will be done by the vendor free of cost under the comprehensive AMC and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor.

1.1.15 Immediate support for Bug fix, customisation, modification, enhancement related to regulatory or causing the financial loss to the Bank or affecting the Bank's reputation or the Bank terms it as critical, and its quick release without any additional cost to the Bank. The Bank should not suffer loss due to any bug / defect of the machine. The Bank's decision with regard to bug/ defect/ faulty functioning of the machine will be final and binding on the bidder. In case the bug/ defect/ faulty functioning resolution requires development / R&D from OEM of the ADWMs, the bidder should ensure that the OEM does the required development within the stipulated time agreed by the Bank. A penalty of Rs.1000 per day per non-complied machine shall be applicable for delay after the agreed stipulated timeframe, attributable to vendor. Vendor will not be penalized for delay due to Bank dependency. Supporting documents to be submitted by the Vendors for such exclusions. The Bank's decision on allowing the exclusions shall be final and binding on the Vendors.

1.1.16 Bank proposes to procure fully functional ADWMs in terms of both the hardware and software for the entire life of the machines i.e. minimum 7 years which can be extended by another 3 years as per the discretion of the Bank. Responsibility for and the costs involved in, ensuring that the ADWMs run on legal and supported hardware and software, including Operating Systems, rests with the bidder, for the entire life of the machines. All operating system upgrades / proprietary software upgrades / patches/ licenses will be provided duly tested at ATM Lab and two live sites free of cost to the Bank during the period of the Contract/Agreement.

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

1.1.18 The ADWMs need to be energy efficient. The ADWMs to be supplied have to be fully functional in extreme weather conditions (Temperature: 0 to plus (+)50 degree Celsius (Without air conditioner), Relative humidity: 5% to 95% (Without air conditioner), dust, etc.) within the country.

1.1.19 A complete write up on security features of the ADWMs must be provided with the relative technical bid.

1.1.20 ADWMs provider should provide all the Firmware/Software updates as and when they are released at the ADWMs supplied and duly tested at ATM Lab and two live sites. No charges shall be payable by the Bank for installation/reinstallation of any software / agent / patches / upgrade whatsoever at all ADWMs normally during the calendar quarterly preventive maintenance visits or any time in case of Bank's urgent requirement.

1.1.21 The vendor will ensure that at the time of delivery of ADWMs they are not affected by virus/ malware and will ensure that the vendor's employees attending to the ADWMs during warranty period/ Comprehensive AMC period do not introduce virus/ malware and in the case of any dispute Bank's decision will be final.

1.1.22 **Grouting of ADWMs**: Selected bidder will have to necessarily install ADWMs with good quality grouting of ADWMs, as under:

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

1.1.23 ADWMs 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. All upgradations will be done by the vendor free of cost under the comprehensive AMC and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor. The Bank desires to install ADWMs 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 ADWMs 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 at the sole discretion of the Bank. Non-compliance by bidders shall attract penalty of ₹ 5,000 per day per ADWMs from the end date advised by the Bank for compliance. Therefore, it is recommended that bidders install ADWMs with higher configurations than the minimum specifications mentioned in this RFP.

1.1.24 As per Bank's requirement, bidder shall install ADWMs on transportation modes (Vehicle, Boat, Jetty etc.). Bidder should ensure that the ADWMs keep functioning at such installed movable modes. Bidder should ensure the necessary precautions regarding installation like sufficient cushioning, fastening etc. to avoid any damage to the machine.

1.1.25 ADWMs deployed should validate each deposited currency note through its sophisticated bill validator module and accord credit to customers account for only genuine currency notes. Any suspect / counterfeit note to be confiscated and kept in the counterfeit bin without according credit for the value of suspect counterfeit notes to the depositor's account. Serial number printed on each currency note (genuine and counterfeit / suspect) should be recorded in the EJ.

1.1.25.1 A penalty of Rs.1,00,000/- per instance plus the value of suspect / counterfeit currency will be levied on the vendor whenever any credit has been accorded to the customer's account for the suspect / counterfeit currency. In case of credit of counterfeit currency banknote to customer account, suitable action & other provisions under the Law will be initiated against the bidder and bidder shall be liable for the consequences thereof. Any penalty imposed to the Bank in this regard has to be borne by the bidder additionally apart from the above said penalty.

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

The ADWMs supplied under this RFP will be subject to the comprehensive Warranty one year and comprehensive Annual Maintenance Contract (Comprehensive AMC for six years (which is extendable at the discretion of the Bank for another period of 3 years). Further, following support services are also included under warranty and Comprehensive AMC, irrespective of number of visits at the site/ADWMs, and without any additional cost to the Bank: All components of ADWMs and its accessories including repair/replacement of Lockable Cassettes will be covered under comprehensive AMC.

1.2.1 **Testing of ADWMs at ATM LAB:**

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

a) Two ADWMs to be supplied with 2 Hard Disks (HDD), under this RFP and 2 UPSs with minimum 8 hours backup power through SMF / Lithium-ion batteries (UPS + batteries will be tested for the desired Integrated Power Management feature), without any additional cost to the Bank. The number of machines can be changed as per the discretion of the Bank.

b) The Services of an experienced and qualified resident engineer with full knowledge of technical aspects of ADWMs (eg. Any functionalities, security testing, software testing, integration testing, interface testing, support UAT etc.) required by the Bank during the general shift on all days (10.30 am to 7.00 pm with half an hour recess) except Sunday

during the term of contract. In exceptional circumstances, services should be available for extended working hours to meet the high priority time bound requirements without any additional cost to the Bank.

c) The OEM Engineer to run all test cases as applicable to the OEM's Native ADWM Application Software in the MVS environment and certify that the results in MVS environment is same as in OEM's Native ADWM Application software. The discrepancies observed, if any, should be communicated to the Bank and the necessary fixes / patches to be developed and deployed within the stipulated timeline advised by the Bank. Any financial loss suffered by the Bank due to non-resolution of these discrepancies will be borne by the bidder. The decision of the Bank in this regard will be binding on the bidder. The Bank reserves the discretion to waive off the financial loss amount.

d) The bidder should arrange for any customization required in the ADWM Application software / XFS layer / proprietary drivers etc. as and when required by the Bank for supporting the Bank's MVS, without any cost to the Bank.

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

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

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

1.2.2.2.1 Support for Operating System:

o Windows 10 LTSC IoT Enterprise LTSC 2019 (or higher) and upcoming Windows-11, patches, latest service packs etc
o Changes in Operating System configuration (eg environment variable, parameter changes, enabling / disabling services etc)
o End-user License Agreement (EULA)
o Any other relevant information including Best Practices

1.2.2.2.2 CEN XFS Layer:

o XFS software compliant with CEN XFS 3.1 or higher specifications.
o End-user license Agreement (EULA)
o CEN XFS Layer CD to be provided.
o Any other relevant information including Best Practices

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

- o Technical Specifications,
- o Documentations,
- o Drivers,
- o Terminal Diagnostic Tools/Utilities
- o Configuration / Parameter details,
- o Components,
- o Services
- o Patches, updates and upgrades
- o EMVCo/PCI certificates
- o Any other relevant information
- o Functional test cases (Positive and negative)
- o Error codes, Health Status Messages, Device status messages.
- o 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) ADWMs (Cash Recycler)
4) Personal Identification Number Keypads (PIN pads)
5) ~~Check~~ Cheque Readers and Scanners
6) Readers and Scanners
7) Depository Units
8) Screen Displays (including Touch Screens)
9) Vandal Shields
10) Text Terminal Units
11) Sensors and Indicators Units
12) Vendor Dependent Mode
13) Cameras
14) ~~Card Embossing Units~~
15) Alarms & Sensors
16) Cash-In Modules
17) Card Dispensers/ Cash Acceptor (Cash Slot)
18) Barcode Readers
19) Biometric Readers
20) Item Processing Modules
21) Anti-skimming and anti-shimming devices

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

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

1.2.2.4 Text to Speech (TTS) functionality to be made available (Cost of necessary software and customisation to be borne by the ADWMs Provider as part of total Solutions). To analyse the problem during testing & giving report to Bank.

1.2.2.5 To ensure that the developed ADWM application(s) are Payment Application Data Security Standard (PA-DSS) certified.

1.2.2.6 To ensure that the EMV Kernel(s) provided are EMVCo certified.

1.2.2.7 To close all security observations raised by Information Security Department before pilot.

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

1.2.2.7.2 To conduct functionality tests to avoid any operational level issues.

1.2.2.7.3 Maintaining ADWMs-Wise version control of Spare part replacements and software Solutions with granularity.

1.2.2.7.4 Pilot Implementation at ADWMs of respective models/processors and its variants at live sites identified by the Bank.

1.2.2.7.5 To get sign off post completion of functionality tests with Bank.

1.2.2.7.6 To share all statutory or RBI compliance and security features as may be applicable on Effective Date incorporated in ADWMs along with required technical details/drivers/components and test the same with MVS/ OEM Native application.

1.2.3 **Implementation and Post Implementation Support:**

1.2.3.1 ADWMs Provider shall provide First Line Maintenance (FLM) including cash related fault and Second Line maintenance (SLM), irrespective of the machine being cash-managed by Bank staff) repair, spares replacements and maintenance service (response and resolution), to the Bank round the clock throughout the year irrespective of any holidays during the terms of contract on oral/ telephonic/ email/ SMS / Mobile Application or any other mode of communication by the Bank or through its own service personnel or any service provider or any monitoring system through its own expert service resource wherever the ADWMs are installed irrespective of no. of physical visits at the site/ADWMs and

without any additional cost to the Bank. The service shall be made available by ADWMs Provider as under:

Category	Resolution Time/ TAT	Penalty
VIP ADWMs	2 Hours: Irrespective of the population group/ category	Rs 1200/- per ADWMs per hour.
Regular ADWMs	i. 4 Hours: At Metro, Urban and Semi-urban locations ii. 6 Hours: At Rural locations	Rs 1000/- per ADWMs per hour.
The Bank will have sole discretion to permit the grace travel time depending on the circumstances. The Bank has the discretion of classifying the ADWMs as VIP or Regular subject to review.		
ADWMs Provider should ensure dispatch of qualified personnel to the ADWMs site with a view to resolve the incident attributed to ADWMs Provider and operationalise the ADWMs within the abovementioned resolution timelines.		

1.2.3.2 **ADWM Maintenance:**

1.2.3.2.1 The Bidder should be capable of handling the maintenance of the supplied ADWMs under the contract immediately. Bidder shall remotely monitor the supplied ADWMs through its Centralized 24x7 Helpdesk, both proactively and reactively, for ADWMs performance issues and shall dispatch incidents, co-ordinate & follow-up with respective stakeholders for the supplied ADWMs (Network Vendor / Branch staff etc.) as appropriate and ensure that the targeted uptime of supplied ADWMs be maintained.

1.2.3.2.2 ADWMs availability shall be measured using Banks' Online Monitoring Tool (OMS) / ESQ ATM Monitoring (ATMMON) for which access shall be provided to the bidder. Bank will provide Bidder web login access to Banks' monitoring solution to check the ADWMs status online. The bidder must take corrective action based on information displayed in the Banks' Online Monitoring Tool. Bank may integrate this solution with the Bidders' Incident Management System through Rest API based WEB Services.

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

1.2.3.2.4 The Bidder shall maintain availability at individual Endpoint level as well as for the entire channel. For this purpose, 'channel' will include the total number of ADWMs supplied by the vendor in a Circle.

1.2.3.2.5 All supplied ADWMs will be categorized in 2 types, VIP or Regular, and maintain the availability mentioned there against. It is the discretion of the Bank to categorize the ADWMs as VIP or Regular, subject to review:

Category	Minimum targeted Uptime / Availability per month
VIP- ADWMs	98%
Regular ADWMs	95 %
There shall be no exclusion to availability, except force majeure case like flood, earthquake, natural calamities, pandemic, curfew, lockdown and vandalism cases.	

1.2.3.3   Remedial Hardware Maintenance:

1.2.3.3.1   Remedial Hardware Maintenance shall cover free supply and replacement of spares, components, devices as well as labour required to repair a malfunctioning of ADWMs caused due to any reasons other than the conditions mentioned in below clause 1.2.3.3.5 (Exclusions permitted for replacement of machine) and restore it to good operating condition without any additional cost to the Bank.

1.2.3.3.2   Remedial hardware maintenance includes software support (and software reload, OS Reload, MVS Reload, EPS Reload etc.) or CEN XFS reload. Further, it covers, inter-alia, free provision of spares, parts, kits, software, including CEN XFS, drivers etc., as and when necessary to ensure that ADWMs function in a trouble-free manner. ADWMs Provider shall correct any faults and failures caused due to any reason, in the equipment and shall repair and replace worn out defective parts of the ADWMs as and when requested by the Bank. Unserviceable spares, components, devices of the ADWMs caused due to any reason should be replaced free of cost by ADWMs provider within the aforesaid resolution time (if it affects / impacts the operation of the ADWMs) and within two working days (if it does not impact the operation of ADWMs).

1.2.3.3.3   The Bank intends to procure ADWMs with one (1) additional complete set of recycling cassettes (with lock & key), 1 Retain / Counterfeit bin (with lock & key) & any other lockable cassette / bin applicable to that specific model of ADWM, set of lockable cassettes with lock & key (5 cassettes +1 retain/counterfeit bin +1 reject bin) at the price discovered   as a separate line item in the price bid. In addition to the above complete set of cassettes and applicable bins, the Bank will bear the replacement cost for maximum one complete set of cassettes and applicable bins number up to 5 cassettes, 1 retain/counterfeit bin and 1 reject bin per machine during the currency of contract and extension thereof for the ADWMs where cassettes swap activity is being done by the Bank, on-Bank cash-managed machines. The This complete set of cassettes / reject/counterfeit / retract bins/ any other bin applicable to that machine can be procured in one or more tranches as per the requirement of that machine (i.e., one or more cassettes / bins at a time) as a single unit or multiple number of units as per the requirement of that machine. The unit

cost of each cassette/bin shall be derived from the discovered line item for the additional set of cassettes on pro-rata basis (i.e., dividing the discovered price for the complete set of cassettes/bins by total number of cassette/bin applicable for that machine). Any replacement beyond the stipulated limits will be borne by the vendor. In case, the cassette swap method is not implemented on machine(s) or Bank decides not to implement cassette swap method due to relaxations permitted by the Statutory Bodies, then Bank shall not bear the cost of additional cassettes (5 units) and counterfeit bin /retract bin/ reject bin (1 unit). If there is a requirement of new cassettes / counterfeit bin /retract bin/ reject bins for the machine, the same will be replaced at Vendor's cost.

1.2.3.3.4 If any ADWMs is beyond repair, it should be replaced with a new one within 30 days from the day when the machine is classified as beyond repair (classification to be done within 7 days of incident occurrence), without any cost to the bank, during the contract period and extension(s) thereof. The replaced machines should be of the exact same specifications which were provided to the Bank at the time of initial testing at Bank's ATM Lab. In case, bidders do not have the machines with the same specifications in all aspects, then the machine (with different specification, but not lower than the minimum specifications mentioned in this RFP) should be provided to the Bank's ADWMs lab for testing. The Bank's re-testing charges of Rs.20 lakh should be borne by the bidder.

1.2.3.3.5 Exclusions permitted for free replacement of machines, subject to fulfillment of clauses 1.2.3.3.5.1 and acceptance by Bank's Insurance Company-

1.2.3.3.5.1 For the machines destroyed / beyond repair due to:
a) Natural calamities (like flood, earthquake, fire, tsunami etc.),
b) machine uprooting (and uprooted machine stolen away),
c) uprooted machine at site but beyond repair,
d) any vandalism case which requires machine replacement and the same is also confirmed by the Insurance Surveyor and acceptable to the Insurance Company for Insurance Claim.

In above cases (a) to (d), machine will be replaced by the vendor and Bank will pay the cost of the machine at the discovered rate in this RFP, subject to claim settlement by Bank's Insurance Company. If Bank's Insurance Company rejects the claim, the cost of new machine to be borne by the Vendor.

1.2.3.4 Adequate spares, components and devices required for running ADWMs should be stored and available at selected bidders' offices' at Banks all LHO and RBO's locations which are subject to Bank's verification at any time.

1.2.3.5 Services include releases and software code corrections for the current software version to support existing functionalities of the Equipment listed in Appendix C, wherever applicable, of the RFP which shall be provided and installed at all ADWMs free of cost to the Bank and the last release of the prior software version for ADWMs Provider Equipment should be preserved. All engineering changes generally adopted hereafter by the ADWMs Provider for equipment like that covered by this agreement, shall be made to the machine/equipment at no cost to the Bank. Qualified maintenance engineers totally familiar with the machines shall perform all repairs and maintenance service described herein.

1.2.3.6 Should fully support to resolve any issue/bug related to software/hardware/components/services/ parameters /configuration/ OS/XFS layer/devices/drivers/terminal diagnostic tools/utilities /patches/OEM Native Application provided by ADWMs provider for smooth running of Solutions.

1.2.3.7 Replace the ADWMs parts on an exchange basis with new spare parts.

1.2.3.8 Any Certificate loading on the ADWMs.

1.2.3.9 Replacement of Lock, hood keys, purge bin, Lockable currency cassettes and other plastic parts in the ADWMs, Safe doors, ADWMs safe, print heads, levers – which are used by Bank's custodians to release the Lockable cassettes, pull the receipt roll, etc.

1.2.3.10 Service like DNS (Domain Name System) setting, IP address changes, changing Lockable currency cassettes configuration, Lockable cassettes calibration, changing combination lock setting or any other activities which cannot be performed by Centralized solutions as and when requested by Bank without any additional cost to the Bank.

1.2.3.11 Should ensure that any software/patches/any change in Hardware introduced by them throughout the contract period, will be tested in coordination with Solution Provider and approved by the Bank before it is deployed into production by ADWM provider.
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1.2.3.12 To provide the complete details with escalation matrix for reporting issues along with URL where the call is required to be logged. Vendor shall extend all support required by the Bank to integrate with Bank's 'Online Monitoring Solution (OMS)' and Mobile Apps when Bank requires integration. If Bank decides not to integrate, the vendor should use the Bank's Monitoring Tools (OMS, ESQ etc.). The Bank will provide login credentials to authorized personnel.

1.2.3.13 To do root cause analysis for disputed / fraudulent transaction and submit the report to the Bank within 72 hours of occurrence of such incident.

Should extend full cooperation to solution provider/MVS vendor/ IT -ATM / any department of the Bank to isolate the issue whether it is solutions or Hardware and work in close coordination to make the ADWMs up and running.

1.2.3.14 ADWMs provider to share their respective product (Hardware (HW)/Software (SW)) roadmaps including software releases/updates to the Bank on a regular basis.

1.2.3.15 Extend support for all changes related to calendar quarter are fully tested and ready for release by end of the calendar quarter and pilot at two ADWMs.

1.2.3.16 Preventive Maintenance shall be provided to ensure that ADWMs is maintained in good operating condition as per Equipment Specifications and includes the provision of labour, service parts as deemed necessary by Vendor and travelling time at no additional cost to Bank.

1.2.3.17 ADWMs Provider shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the ADWMs and necessary repairing of the ADWMs) at such intervals (minimum once in a calendar quarter-{Please note that this will not restrict any other visit required for any other purpose at the ADWMs by the Bank}) as may be necessary from time to time to ensure that the ADWMs is in efficient running condition to ensure trouble free functioning. Such visits could also be covered in visits for trouble shooting provided preventive maintenance is also done. Vendor should submit to the Bank a report as per requirement given in Online Portal **or** alternatively confirmed through the Web Portal. If no system/portal in place, Bank shall maintain a register at its site in which, the Bank's operator/ supervisor shall record each event of failure and / of malfunction of the equipment. ADWMs Provider's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, ADWMs Provider's engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official. Preventive maintenance needs to be scheduled at a time convenient to the Vendor and Bank or may be performed during the remedial maintenance. The selected bidder is required to share the quarterly schedule of Preventive Maintenance (ADWMs ID-wise) with ADWM Operations team under Alternate Channel Department at the respective Local Head offices at least 15 days in advance. Signed Preventive Maintenance report from End Point Provider's Engineer is must and should be properly filed at the appropriate locations. The check-list will be updated from time-to-time. Vendors should also use the Bank's Mobile App (of OMS) to fill the below checklist and submit it in the Mobile

App. Access to Mobile App shall be provided to authorized personnel of the vendors.

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

1.2.3.17.1.1 At the time of preventive maintenance services, check if the image is captured correctly.

1.2.3.17.1.2 Using VENDOR VSS menu under supervisor mode to check that images captured are getting stored in the hard disk drive of ADWMs.

1.2.3.17.1.3 checking camera status, image capturing and data storage at every preventive maintenance of ADWMs..

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

1.2.3.17.1.4.1 Change of cable if bad,
1.2.3.17.1.4.2 Change of camera if bad,
1.2.3.17.1.4.3 Change of HDD if bad,
1.2.3.17.1.4.4 Reload s/w in case of s/w crash or change of HDD,
1.2.3.17.1.4.5 Any other issues.

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

1.2.3.19 The cost of MVS License & its Comprehensive AMC being used for installation of new machine at a new site (expansion) will be borne by the Bank.

1.2.3.20 The bidder to support MVS/Security software etc. Testing of new OS (Windows-11 etc.), new XFS, any new change requiring complete MVS/Security software etc. Testing etc. should be without any cost to the Bank. Bank considers such costs as part of Comprehensive AMC of machines.

1.2.3.21 During the entire Contract Period and extension thereof, any PC Core, hardware upgrade required (like RAM, hard disk etc.) would be without any cost to the Bank under the comprehensive AMC.

1.2.3.22 Any other Bank's preventable calls.

1.2.3.23 The cost of combination lock including all keys (Black and red) or any hardware (like Bluetooth dongle/devise for usage of OTC) if required to be replaced during the contract period shall be borne by ADWMs. Provider. The combination lock should be compatible with the Bank's OTC Infrastructure. Bidder should provide the Red, Black keys / any other items

required for usage of OTC feature of the lock. Such defective lock shall be broken open by ADWMs Provider at their cost. Further, breaking open the safe lock shall be required to be done without any additional cost to the Bank, as number of such instances are very limited.

1.2.3.24 ADWMs Provider providing the Fingerprint Biometric device will also need to manage / perform the RD services (Device Registration, Key-Exchange/ Rotation Activity, etc.) as per the guidelines or directives received from UIDAI titled "AADHAAR REGISTERED DEVICES TECHNICAL SPECIFICATION - VERSION 2.0 (REVISION 1)" dated February 2017 or any amendments/ updates thereto, and any other instructions/ guidelines of UIDAI/ RBI/ IBA regarding biometric authentication, in relation to the Fingerprint Biometric devices supplied with the ADWMs 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 ADWMs 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.

1.2.3.25 ADWMs is down for any reason(s).

1.2.3.26 Co-ordinate the e-Surveillance Installation / re-installation etc.

1.2.3.27 Clearing of currency jam, paper, card, journal / receipt paper jams, clearing of card jams. Repetitive cash jam issues general administrative maintenance ("Administrative Maintenance"), including retrieval of mutilated cash from the divert cassette.

1.2.3.28 Visits required to bring the ADWMs. online when left in maintenance mode or to correct currency cassettes not properly seated; straps or bands not removed from currency; improper loading of currency into cassettes; or improper loading of cassettes into the ADWMs.; incorrect, or incorrect installation of consumable supplies; erroneous ADWMs settlement totals causing the ADWMs to go out of service; failure to clear the electronic journal.

1.2.3.29 ADWMs down due to telephone line, ADWMs network, or non-Vendor-serviced modem problems.

1.2.3.30 Calls placed where no problems are found on arrival or problem auto-resolved.

1.2.3.31 Visits to the ADWMs to allow access to ADWMs to a third party.

1.2.3.32 Visits to the ADWMs because of vandalism, attempted theft or any incident to the ADWMs or ADWMs Room.

1.2.3.33 Calls resulting from Bank's or third party's erroneous actions.

1.2.3.34 To provide training to Bank's custodian as and when required. The training primarily covers the administration and End of Day (EOD) process which comprises two sections i.e. (a) counter update for cash during Cash Replenishment/Evacuation and (b) comparing Switch Admin Hoppers total and balancing the ADWMs. ADWMs Provider shall also provide the training on paper loading (receipt roll) and changing of combination locks.

1.2.3.35 If required by Bank, ADWMs Provider shall arrange to store DVSS footages up to a period of 180 days. DVSS Images backup and EJ Backup as and when required by the Bank and /during preventive maintenance shall be done by the Vendor without any additional cost to the Bank.

1.2.3.36 Services for loading and on-going maintenance of encryption keys.

1.2.3.37 Services covers ADWMs testing, installation, operationalization, reinstallation, upgradation, bug fixing, patches , resolution and troubleshooting the ADWMs fault or its components or services or parameters or configuration or its accessories or software stack-OEM Native Application/MVS Application/EPS Application (which includes any agent provided by the Bank or OEM or Third party eg EJ agent etc) or any other specific activity/changes required by the Bank or of its representative,) with a view to ensure smooth functioning or its operationalization or to ensure proper reporting or to ensure the uptime or for regulatory requirement.

1.2.3.38 Trouble shooting of Software/Agents at the ADWMs for non-functioning of any of its functionality or ADWMs is down irrespective of facts whether it relates to Software or hardware breakdown. The ADWMs Provider will take full responsibility for ensuring that the ADWMs is functional with Solutions installed on the same and will aim for operationalization of ADWMs and share the logs if required.

1.2.3.39 Upgradation of Solutions and its patches at the ADWMs regularly from time to time or at regular frequency or because of any change in Solutions either through software distribution tool or through physical visits at ADWMs in case the same could not be pushed through software distribution for any reason.

1.2.3.40 If required by Bank, Resolution of any issue related to Electronic Journal (EJ) at the ADWMs.

1.2.3.41 If required by Bank, Resolution of any issue related to EJ Agent installed at the ADWMs.

1.2.3.42 If required by Bank, Providing physical logs and / or camera (EJ/IMAGE) from ADWMs in case of disputed / fraudulent transactions.

1.2.3.43 Extend support and ensure that all changes related to calendar quarter are fully tested and ready for release by end of the calendar quarter and pilot at two ADWMs and distribute the same to the ADWMs remotely if bandwidth permits else through the engineers for manual installation and operationalization at the ADWMs.

1.2.3.44 To test Bank's Provided agent (s) at Lab and roll-out (i.e., install at all ADWMs) after pilot at two live ADWMs at respective/same model remotely if bandwidth permits else through the engineers for manual installation and operationalization at the ADWMs.

1.2.3.45 If ADWMs provider believes that there is a deficiency in the Solutions that materially impacts the loading, configuration or operation of the Solutions for the Bank, Service Providers to follow the escalation matrix, its process, Service Request format, problem severity, service level definition, means of communication etc. (to be finalised at the time of execution of agreement). ADWMs provider's personnel are authorised to produce trace logs in the manner required by Solution Provider, copy trace log files onto the media and to dispatch expeditiously through fastest means of communications to Solution Provider for analysis and its solution. The trace log files from the application Solutions are and shall remain the property of Solutions but are subject to rights of the Bank. ADWMs provider or any of his representative will not disclose trace log files from the application Solutions to anyone other than the Bank and Solution Provider. It is further understood that non-Solutions event logs, such as general event log files in Windows, are not Solution Provider confidential information or restricted in any manner. ADWMs providers are authorised to produce documentation that shows how to configure, install and operate the Solutions that includes reproductions of graphical outputs from the ADWMs produced by the Solutions, and to reproduce and distribute such documentation to ADWMs Provider's representatives who perform services to the Bank.

1.2.3.46 Immediate support and work closely with solution provider eg : Bug fix, customisation, modification, enhancement related to regulatory or causing the financial loss to the Bank or affecting the Bank's reputation or the Bank terms it as critical, for its quick release.

1.2.3.47 ADWMs provider should provide all the Firmware / Software updates as and when they are released. Along with Firmware / Software updates, the procedure & utilities for firmware updates should be shared with the Bank and Solution Provider. ADWMs provider will demonstrate this activity of firmware / software update to the representative of Service Provider at the ADWMs supplied to Bank for UAT environment. A complete procedure of firmware / software rollback should be provided upfront so that firmware / software can be rolled back to previous version in case of any issue while doing firmware / software upgrade.

1.2.3.48   Access Security and Liability:

1.2.3.48.1 It is agreed that Vendor shall perform Service at the ADWMs without any employee or agent of the Bank being present to provide security for the cash and Valuables contained in the ADWMs and at ADWMs site. Vendor agrees to perform service under such unaccompanied and unsecured conditions, but Vendor is not providing a security service. Further, while providing such Services, Vendor shall not be liable for any loss (cash or valuables) provided such loss is not caused by the gross negligence or willful criminal action on the part of Vendor or its employee.

1.2.3.48.2 It shall be the responsibility of Bank to secure cash and valuables that may be present in or about the ADWMs being serviced by Vendor. It is not the duty of Vendor to provide security for Bank's property.

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

1.2.3.49   **Bank's Responsibilities**:

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

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

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

1.2.3.49.4 In case Bank intends to shift and/or move the ADWMs with all allied peripherals/ Equipment, Bank shall   intimate 15 days in advance to ADWMs Provider of any such shifting   and / or movement, as the case may be and further shall provide the complete details of the new location, if any. ADWMs Provider shall provide de-installation and/or re-installation services if required for shifting and/or movement of such Equipment at the Shifting / relocation Rates specified in the RFP.

1.2.3.50 Bank or its authorized agent shall call ADWMs Provider's customer care center on toll free service numbers, or any other number as may be provided to Bank from time to time for maintenance service requirement during the maintenance period and shall obtain the work order number. For locations not covered under toll free service number, Bank shall contact ADWMs Provider's and/or its authorized representative 's local office for maintenance services.

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

1.2.3.52 Bank shall be responsible for all electrical work which is external to the Equipment.

The following Preventive Maintenance Check-list is required to be submitted duly signed and completed. The Preventive Maintenance **Check list as mentioned below.**

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

32	Power Supply cleaned using brush or vacuum.	
33	Check Currency Cassette Pressure	
34	Cross Check the ADWMs is completely packed to avoid rodent entry	
35	Check and remove foreign material like paper roll, ribbon and unwanted paper bits	
36	Latest Software loaded. Mention the software version in the PM report	
37	Check for proper operationalization of combination lock	
POST PM Check List		
1	Card reader and receipt printer mouth aligned with fascia slot	
2	Align monitor display and calibrate touch screen	
3	Check dispenser shutter test in loop and ensure proper operation	
4	Do stack and clear test with 40 bills for multiple times, ensure dispenser work properly	
5	Run print alignment test for both printer and ensure for good quality print	
6	Check camera / DVSS for good quality images with transaction details imposed	
7	Ensure EJ setting and cash retraction patch work properly / EJ software is working properly	
8	Check card reader for track read and speed test, replace the module if required	
9	Clear tallies at end of the PM	
10	DVSS is working properly	
11	Environmental condition of ADWM	Good /Bad

Signature of the Channel Manager   Signature of Engineer.

Date :

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

i. 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.

ii. For EMV Compliance of CDM, RBI NOTIFICATION No.DPSS.CO.PD No.1298/02.10.002/2017-18; 30th Oct, 2017.

iii. For Anti skimming devices to be installed in all CDs, RBI advisory no.13/2017 dated 01.11.2017.

iv. RBI Advisory 14/2017 dated 06.12.2017 on Securing the Ecosystem connecting the Bank's ADWMs/ADWM switch to Card Networks.

v. For cassette swaps in ADWM RBI Circular RBI/2017-18/ DCM (Plg.) No.3641/10.25.007/201/2017-18 dated 12th April 2018.

vi. 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.

vii. 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.

viii. RBI/CircularNo.RBI/201920/130DBS(CO).CSITE/BC.5/31.01.015/2019-20 dated31.12.2019 on Cyber Security controls for Third Party ADWM Switch Application Service Providers .

ix. "Voice Guidance Support for the visually challenged should be strictly as per the IBA Guidelines issued in this regard vide circular No. CIR/RB/ADWMsVCP/6846 Feb. 27, 2013 and subsequent changes, if any." Voice guidance should be in English, Hindi and all major Indian constitution.

x. Regional Languages included in Schedule VIII of Indian Constitution.

xi. 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 ADWMs/ 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 ADWMs 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.

xii. Vendor should comply all the formats of reports, reconciliation certificate, Electronic Journal, Receipts etc. as required by Bank, RBI, Govt etc

xiii. The latest RBI master circular issued for customer service should be complied.

xiv. RBI Master Circular No. RBI/2022-23/07 DCM (FNVD) G – 1/16.01.05/2022-23 dated 01st April 2022 for detection and impounding of counterfeit Notes.

1.2.5 Whenever an OLD MACHINE is being replaced with a new one, the following should be facilitated by the Vendor: The disposal/ replacement of ADWMs should be as per the SOP issued by the Bank for this purpose.

i)   Hard disk 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 Hard disk to be kept in Branch Custody for 6 month i.e. 180 days from the handover date. Details of the Hard disk 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 hard disk 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 hard disk for 180 days since that Hard disk contains the EJ, DVSS Images, machine logs etc. of the machine which may be required to resolve customer disputed transactions. The Hard disk 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 Pin 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.

1.2.6 **First Line Maintenance (FLM)**

1.2.6.1 FLM calls shall be attended by Vendor at ADWMs to identify and resolve all types of issues including the followings:

- Clearing currency jams,
- Clearing purge bin jams,
- Clearing printer jams,
- Connectivity & Power issues

Any other activity required to ensure Deposit/Dispensation of cash.

1.2.6.2 FLM calls also related to bottom hatch of the ADWMs that requires opening of ADWMs safe / vault shall be attended by the bidder whenever required.

1.2.7 **Grouting of ADWMs & De-grouting:**
   (a) Vendor will have to necessarily undertake good quality grouting of ADWMs, as specified by the Bank, which is as under:

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

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

1.2.8 The following are the Rate for Labour which shall be paid by Bank when such services are requested by the Bank, other than the initial installation quantities for this RFP. However, the old ADWMs which are replaced and required to be disposed off as per e-waste policy, shall be at free of cost to the Bank and not subject to the following pricing:

Sl No	Item	Amount (Rs)
1	Shifting of ADWMs/CDM/ Recycler, UPS, AC (same city)	15000/-
2	Shifting of ADWMs/ CDM/ Recycler, UPS, AC (another city in the same State/ Adjoining State)	25000/-
3	De-installation & re-installation of ADWMs/ CDM/ Recycler & all related equipment, i.e. (ADWMs/CDMs/Recyclers+ AC+UPS)	14000/-
4.	Cost of Visit for Site Feasibility Report (for new sites) for site found totally non-feasible	2500/-

1.2.9 **Replenishment of Consumables:**

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

The specification of these consumables shall be as under:

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

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

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1.2.9.3   Any artwork / writeups, as and when required, at the front / back of the receipt paper rolls by the Bank should be implemented without any additional cost to the Bank during the entire contract period and extension(s) thereof. The artwork / writeups can be in colour or Black & White or greyscale.

1.2.10 Consumable Management shall be independent of ADWMs make, model, type of network & Vendor.

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

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

Penalty:

Rs.1000/- per incident shall be levied if consumables are not made available within four hours 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. The consumables required are to be replaced by the vendor at the respective machines.

1.2.12 Electronic Journal (EJ): EJ pulling services will be the primary responsibility of the MVS vendor. However, failure of MVS vendor in EJ pulling due to any fault of the machines viz. hardware faults, hard-disk related faults, etc., the bidder shall be responsible for such failure and actual loss, if any, attributable to the bidder shall be recovered from bidder, in addition to the penalty stipulated in this RFP. The Bank decision in this regard will be final and binding to the bidder.

1.2.12.1   Penalty for Non-availability of EJ attributable to bidder:

The penalty for non-availability of EJ attributable to bidder shall be levied @ Rs.1000/- per instance per day.

SITE FEASIBILITY REPORT   EXHIBIT – F

DATE OF INTIMATION FROM BANK [   ]   DATE OF SITE VISIT [   ]

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

Name of the Bank and Branch [   ]

Branch Code [   ]   Name of the Branch Manager [   ]

Branch Address [   ]

If Offsite, Site Address [   ]

Telephone Numbers: | General | BM (O) | BM (R) |

Location   OFFSITE [ ]   ONSITE [ ]   If Rental, please give contact details of landlord

Premises owned by   BANK [ ]   RENTAL [ ]

ATM Make [   ]   Model [Front / Rear]

Connectivity   VSAT [ ]   Leased [ ]   ISD [ ]   None [ ]

Landlord approval, lease signed   YES [ ]   NO [ ]   NA [ ]

Municipal Approval   YES [ ]   NO [ ]   NA [ ]

Power supply Availability For Site Commissioning (Meter Application Made?) | Single Phase | YES / NO | 3 Phase | YES / NO | KVA |

VSAT – Permission Obtained for placing dish   YES [ ]   NO [ ]   NA [ ]

Location of Earthing Pit   YES [ ]   NO [ ]   NA [ ]

Location of AC Outdoor Units   YES [ ]   NO [ ]   NA [ ]

Location of Signage Landlord/ Municipal approvals obtained   YES [ ]   NO [ ]   NA [ ]

Others

24 hours access for working at the premises   YES ☐   NO ☐   NA ☐

Describe signs/ possibilities of seepage, flooding at the premises   YES ☐   NO ☐   NA ☐

Security Guard Availability   YES ☐   NO ☐

Availability of temporary Power Supply For TIS work   YES ☐   NO ☐

Ramp   :   yes/no, if no, the reasons.

2. ADWMs Migration from MVS + EPS to OEMs Native Software

All the machines to be installed should be compatible to be running on Multi-Vendor Software Solution and ADWMs Protection Solution from day one.

Note :

a. It's at the sole discretion of the Bank, to either continue or dis-continue the procurement of Comprehensive AMC Services (whole or in part (s)) in respect of ADWMs from the ADWMs Provider, when installed with the Multi-Vendor Software and ADWMs protection agents. Please refer Terms and conditions Change in Orders. In case, the Bank continue to avail the services, respective penalties as per Appendix -L shall be applicable.

b. All the Comprehensive AMC services mentioned below (the illustrative but not exhaustive) are additional specified in para 2.1 and 2.2 for the MVS and EPS and part of line items, of Appendix F-- Indicative Commercial Bid and hence Bidder may factor suitable cost while bidding for this RFP.

c. In case, Bank migrates to OEM's Native Application from the Bank's Multivendor Software (MVS), the discovered rates in line items **2 (a)** [*Perpetual Client License - OEM Native Application with Security software (As per Tech Spec Software) with one year Warranty]* ; **2 (b)** [Comprehensive *AMC for 6 years on OEM Native Application 10 % p.a. on Amount of item 2 (a)*]; 2 **(c)** Services,

DVSS footages, content management] of Appendix-F - Indicative Commercial Bid shall be paid to the Vendor.

2.1 In the event of Bank deciding to switch over from Multi-Vendor Software or to any other Software and ADWMs Protection solution to OEM's Native application, Cash recycler should be capable of running OEM's native ADWM software and its allied applications (if any) without any hardware changes. The ADWMs provider will be responsible for testing, integration, commissioning and coordinating implementation of OEM's Native software in already deployed (or to be deployed) ADWM without any cost to the Bank, as per requirement (s) of the Bank. The successful bidder(s) support all activities involved in the switch back to OEM native ADWM application along with fulfilling requirements as per RFP including those mention in Appendix C1, C2 C3 and, C4) of Technical and functional specifications. ADWMs provide timely completion of the concerned activities during the tenure of the contract. Security softwares include but not limited to :- Whitelisting solutions, Time based admin access, TLS 1.2 or higher, full Hard disk encryption, OTP based access etc. as per RBI Control Measures for Digital Security guidelines.

The illustrative details have been furnished as under:

2.1.1 To provide end to end support for solutions integration, testing at the ADWMs provided, under the testing environment and successful pilot at two live ADWMs under the production environment.

2.1.2 To share with Solution Provider Single Point Contact along with Escalation matrix for Solutions Support.

2.1.3 To share the make-model-variants with Solution Provider.

2.1.4 To share the following details and any other details required in connection with ADWMs supplied to the Bank, with Solution Provider and to the Bank in connection with testing of all the functionalities, proper error codes, health status messages, device status messages etc at the ADWMs.

2.2 Support for Operating System

2.2.1 Windows 10/ 11 and subsequent upgradations, patches, service packs etc Changes in Operating System configuration (eg environment variable, parameter changes, enabling / disabling services etc)

2.2.2 End-user License Agreement(EULA)

2.2.3 Any other relevant information including Best Practices

2.2.4 CEN XFS Layer:

2.2.4.1   XFS software compliant with CEN XFS 3.1 or higher specifications.
2.2.4.2   End-user license Agreement (EULA)
2.2.4.3   CEN XFS Layer ADWMs to be provided.
2.2.4.4   Any other relevant information including Best Practices

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

2.2.5.1   Technical Specifications,
2.2.5.2   Documentations,
2.2.5.3   Drivers,
2.2.5.4   Terminal Diagnostic Tools/Utilities
2.2.5.5   Configuration / Parameter details,
2.2.5.6   Components,
2.2.5.7   Services
2.2.5.8   Patches, updates and upgrades
2.2.5.9   EMVCo/all applicable PCI certificates
2.2.5.10   Any other relevant information
2.2.5.11   Functional test cases (Positive and negative)
2.2.5.12   Error codes, Health Status Messages, Device status messages.

2.2.5.13   Provide complete details of XFS Devices (Illustrative list of XFS Devices are given as under) :

2.2.5.13.1 Printer and Scanners
2.2.5.13.2 Card Readers (incl. EMV Contact/Contactless)
2.2.5.13.3 Cash Recycler
2.2.5.13.4 Personal Identification Number Keypads (PIN pads)
2.2.5.13.5 Check Readers and Scanners
2.2.5.13.6 Depository Units
2.2.5.13.7 Screen Displays (including Touch Screens)
2.2.5.13.8 Vandal Shields
2.2.5.13.9 Text Terminal Units
2.2.5.13.10   Sensors and Indicators Units
2.2.5.13.11   Vendor Dependent Mode
2.2.5.13.12   Cameras
2.2.5.13.13   Card Embossing Units
2.2.5.13.14   Alarms & Sensors
2.2.5.13.15   Cash-In Modules
2.2.5.13.16   Card Dispensers/Depositor
2.2.5.13.17   Barcode Readers
2.2.5.13.18   Biometric Readers
2.2.5.13.19   Item Processing Modules

2.2.5.14   All software implemented by the Bank under its End Point Security Solutions including Whitelisting solutions, time-based Admin Access to terminals, OTP based login, TLS 1.2 or higher etc.

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

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

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

2.2.8 Maintaining ADWM-Wise version control of Solutions with granularity.

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

2.2.10 To provide support for regulatory compliance.

2.2.11 To provide sign off post completion of functionality tests.

Note:
It's at the sole discretion of the Bank, to either continue or discontinue the procurement of licence and Comprehensive AMC of OEM Native application, Annual Technical Support Services and services (whole or in part(s)in respect of ADWMs (cash recycler) from the ADWMs provider, when installed with the Multi-Vendor Software and End point Protection agents.

2.2.12 ADWMs Provider to provide the following items to the Solution Provider:

Sr.No	Requirement
1	OEM non-Hardened Windows 11 OS (if win 11 is not available Windows 10 IoT Enterprise LTSC 2019 or above) XFS Image (or) Install Media with detailed instructions.
2	XFS Software with support for all devices installed/configured on the OEM ADWMs
3	XFS SP Versions list (CEN specs) for all devices installed/configured on the OEM ADWMs. Expect all XFS SP software to be compliant with CEN 3.1 and above, ADWMs
4	XFS SP Documentation (Incl. Configuration) for all devices installed/configured on the OEM ADWMs
5	Device Drivers (non-XFS) for all devices installed/configured on the OEM ADWMs
6	Device Driver documentation (incl. Configuration) for all devices installed/configured on the OEM ADWMs.
7	OEM Diagnostic Tool/Program with documentation
8	OEM Hardened OS Guidelines/Policy
9	OEM OS Update/Patch notifications

10	OEM XFS & 3rd party drivers Update/Patch notifications
11	OEM List of third-party software required for Base Image to work.
12	OEM Provided Devices - Unique Identifiers - Programs/Processes, Vendor ID(VID), Product ID(PID), Model ID, Unique ID list, etc.
13	EMVCo L1 Certificates
14	PCI PTS Certificates
15	TTS Engine

2.3 Implementation and Post Implementation Support:

Refer Section 1.2.3 Implementation and Post Implementation Support of this Appendix.

2.3.1 Centralized Electronic Journal (EJ) pulling/ software distribution.

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

Note :

a. Selected Bidder(s) shall install / reinstall / Roll out of duly tested (at ADWM Lab and two live sites) OEM Native Application / software / agents / Bank's provided agents, third party provided agents etc, and successful operationalization at their respective ADWMs permitted by the Bank as per process shared with the Bank. No extra installation / visit / testing / rollout charges or any other charges shall be paid by the Bank.

b. eJ Agent / eJ Software, Content Management Software, DVSS Management Software etc. is considered as part of OEM Native software and its rate is included in the line-item of OEM Native software in price bid.

c. eJ Services, Content Management, providing DVSS Images to Bank etc. are considered as part of the Comprehensive AMC of OEM Native Software and its rate is included in the line-item of Comprehensive AMC of OEM Native software in price bid.

d. Bidder shall provide required services (irrespective of no. of visits to the ADWMs) under the Scope of work , on oral/ telephonic/ email/ SMS / Mobile Application or Tickets/Incidents reported at Banks' Online Monitoring System any other mode of communication by the Bank through its qualified expert personnel wherever the ADWMs are installed with following resolution time, otherwise will be subject to penalty mentioned there against :

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

The Bank will have sole discretion to permit the grace travel time depending on the circumstances. The above timelines are applicable for third party components also.

2.3.2 Centralized Electronic Journal (EJ)

i) The ADWMs deployed should be compatible with the EJ pulling software agents such as, Tranxit/ SDMS/Radia / Infobase etc. and/or with any EJ pulling agent that may be deployed from time to time. Agent installation on ADWMs 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.

ii) The vendor should have the facility to extract the Electronic journals of all the transactions in each of the ADWMs, to a centralized location /server.

iii) The vendor must provide EJ on T+1 basis for reconciliation purposes to Bank in the format desired by reconciliation software of the Bank.

iv) ADWM wise EJs should be stored in the EJ server of the vendor at a centralized location for a minimum period of 6 months. Bidder to ensure EJ pulling from the ADWM at specified time as per Bank/vendor specifications. ADWM wise EJs pulled are to be spooled separately and pushed to the designated server on daily basis. ADWM 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 from the Bank, after taking necessary Backup and handing over this backup to Bank's team.

v) EJ pulling should be done on daily basis and sent to Banks designated servers on T+1 basis.

vi) The vendor should provide EJ viewer facility to the Bank.

vii) In case of settlement of any claim of the card holder 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.

viii) The process of extracting and sending EJ to Bank's DC:
   a. The EJ will be pulled each day between 00:00 and 07:00 hrs for the previous day through automated schedules configured for daily EJ pulling at the server.
   b. The EJs which cannot be retrieved through the automated schedules shall be retrieved and delivered to the Bank on next day before 1.00p.m.

ix) 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.

x) EJ should be as per the guidelines of NPCI/RBI/IBA/any statutory body. The EJ should be customizable as and when required by the Bank without any additional cost to the Bank.

xi) EJ Penalties:

EJ Disconnected / Disputed Cases / Incomplete eJ / unavailable eJ:

The following penalties shall be applicable for non-performance / delayed performance of EJ related activities due to non-working of EJ module. Bank shall levy a penalty of Rs.1000/- per instance per day in case of:

a) EJ disabled and EJ disconnected cases not resolved within T+1 days.

b) In case EJ data is not complete or unavailable at ADWMs itself, penalty shall be charged for actual amount of claim received with penalty amount paid by Bank to the claimant (if any), for which bank is liable to make good the claim, on account of non-submission of EJ.

2.3.4 Content Management / software distribution

i. Vendor should provide Software and Screen distribution from central Location to different ADWMs rolled out under the tender to facilitate individual configuration and screen displays.

ii. Facility for remote loading of ADWMs 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.

iii. The ADWM 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 utilise the ADWM screens for displaying its own products (to the extent of 33% of the available time).

iv. The screen distribution should be platform independent – should support Windows 10 or higher operating system normally installed on Banks ADWMs.

v. The system adopted should be capable of distributing screens at ADWMs running on VSATs, leased lines, CDMA, RF, Wifi etc.

vi. The solution should support PCX, GIF, MPEG, FLC, FLI and other audio / video file formats.

vii. The solution should be capable of centralized distribution of screen at scheduled and ad hoc basis.

viii. The solution should be capable of centralized distribution of software upgrades and patches to the ADWMs.

ix. The solution should be capable of centralized distribution of antivirus patches to the ADWMs.

x. The solution should be capable of distributing screens at specified number of ADWMs.

xi. The solution should be capable of performing rollback if the ADWM needs to be brought to the previous state.

xii. All necessary hardware / software etc. shall be provided by the bidder for screen distribution.

xiii. 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.

xiv. The bidder shall provide the MIS/Reports confirming the download.

2.3.5 Provision of DVSS images/ footages

2.3.5.1 DVSS images / footages include the captured images / footages from the Top Hood camera as well as the cash-slot cameras and any other cameras installed within the machine.

2.3.5.2 ADWMs Provider shall arrange to store DVSS footage up to a period of 180 days. DVSS Images backup and EJ Backup as and when required by

the Bank and /during preventive maintenance shall be done by the Vendor without any additional cost to the Bank.

2.3.5.3　If the vendor fails to provide the DVSS footage within 1 day when required by the Bank (within 180 days of the incident), for any reason including settlement of complaints within a reasonable time, the vendor will be liable to pay a penalty of Rs. 1,000/- per instance or the amount of loss suffered by the Bank on account of non-availability of such DVSS footage, whichever is higher.

3.　MIS Reports / Dashboard

Vendors shall assist in meaningful analysis of performance for improving uptime and availability of ADWMs. 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 ADWMs, 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 ADWMs/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	ADWMs down repeatedly for same reason
Fortnightly		
9.	Consolidated Exception Report	Consolidated list of ADWMs/CDMs/ which were out-of-service for more than 4 hours for each instance, with downtime break up and the reasons

10.	Performance Report on VIP ADWMs	Availability analysis of 'VIP ADWMs' with reasons for downtime
Daily		
11.	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
12.	24/48 hours Down Report	List of ADWMs/CDM/Cash Recycler out of service for 24/48 hours with downtime break up and reasons
13.	Current State Reports (thrice a day)	Status of ADWMs/CDM/Cash Recycler during the day
14.	Urgent Actionable Information	Urgent actionable information on cash out, cash jams, cash handler, low currency cassette etc, through SMS
On Demand		
15.	Hourly Current Status report	Current status on demand in crises like Bank strike, rains, floods, etc
16.	Ticket History Report	For chronically ailing ADWMs
17.	Any other report	As and when required

Vendors shall have to translate dynamically the status information of all ADWMs 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 ADWMs - Wise, LHO wise, Zonal Office wise etc or as may be intimated by Bank.

4. Project Plan, delivery and Schedule:X- The date of Letter of intent (LOI) .

Activity	Sub-Activity	Number of ADWMs be covered	Owner	No. of Calendar Days and not working days.
Test Machine delivery	Delivery of test machines with UPS & batteries and all software at IT-ADWMs Lab and thereafter in Live environment.	(i) L1 should provide, *pro bono,* 2 ADWMs of the model that they intend to supply. (i) L2 should provide, *pro bono,* 2 ADWMs of the model that they intend to supply. (i) L3 should provide, *pro bono,* 2 ADWMs of the model that they intend to supply. (These two ADWMs are in addition to the terminal which is required to be provided at IT-ADWMs Lab, *pro bono*)	ADWMs Provider	Y=X+10 calendar days
Testing of machines	Customization, Integration, installation and testing (including end to end UAT/SIT/Security Review) by the ADWMs Provider with OEM Native Applications/Agents at test environment at IT-ADWMs Lab and thereafter in Live environment.	(i) L1 should provide, *pro bono,* 2 ADWMs of the model that they intend to supply. (i) L2 should provide, *pro bono,* 2 ADWMs of the model that they intend to supply. (i) L3 should provide, *pro bono,* 2 ADWMs of the model that they intend to supply. Both the above would be deployed in live environments and tested. (These two ADWMs are in addition to the terminal which is required to be provided at IT-ADWMs Lab, *pro bono*)	ADWMs Provider	Y+90 calendar days

Activity	Sub-Activity	Number of ADWMs be covered	Owner	No. of Calendar Days and not working days.
Pilot	Live Pilot Testing, Monitoring and Observations		ADWMs Provider+ Bank	Y+105 calendar days

Installation Schedule after release of Overall Purchase Order (PO) from Anytime Channels, Corporate Centre:-

SNO.	BIDDER	NO. OF ADWMs to be covered	Number of units to be installed and made cash-live from PO date		
			Month 1	Month 2	Month 3
1	L1	3750	1250	1250	1250
2	L2	2250	750	750	750
3	L3	1500	500	500	500
Total		7500	2500	2500	2500

Note: Site wise Bulk Purchase Order for replacement of old machines shall be issued by Anytime Channels Corporate Centre.

For buffer quota ADWMs or new ADWMs installations, the purchase order shall be issued by the respective circle locations.

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

In case the entire procurement is allotted to L1/ single vendor then the vendor should be in position to roll out the total quantities as per the timelines mentioned above.

Tentative Allocation among Circles is as follows :

Circles	ADWM Allocation base quota
AHMEDABAD	500
AMARAVATI	600
BENGALURU	600
BHOPAL	600
BHUBANESHWAR	400
CHANDIGARH	600
CHENNAI	700
GUWAHATI	250
HYDERABAD	400
JAIPUR	300
KOLKATA	500
LUCKNOW	400
MAHARASHTRA	300
MUMBAI-M	150
NEW DELHI	500
PATNA	300
THIRU'M	400
Grand Total	**7500**

Appendix-F

Indicative Price Bid

Appendix F, F1, F2 to be physically submitted in a separate envelope marked as "INDICATIVE COMMERCIAL BID" For RFP----------------

The indicative Price Bid needs to contain the information listed hereunder and needs to be submitted on portal of e-Procurement agency.

Name of the Bidder:_____

Sr. No	Sub-No	Details	Unit Rs/%|Year|Qty	Unit Rate (without GST)	Period (years)	Quantity	Amount in ₹ (without GST)	Amount in ₹ crore (without GST)	Minmum Criteria, if any	Proportion to Total Cost (%) rounded upto 2 decimal places
		TOTAL COST OF OWNERSHIP (TCO)					**1**				
1		Procurement of ADWMs - with Warranty, AMC, addl. Cassettes, UPS & batteries etc.					1 = 1a+1b+1c+1d+1e+1f+1g				
	a	Procurements of ADWMs (As per Tech. spec. Hardware) with 1 complete set of default 5 recycling cassettes (with lock & key), 1 Retain / Counterfeit bin (with lock & key) & any other lockable cassettle / bin applicable to that specific model of ADWM, INCLUDING: i. one year Warranty, ii. Grouting (New ADWM) & De-grouting (old machine) EXCLUDING: i. additional set of lockable recycling cassettes, lockable Retain / Counterfeit bin & any other lockable cassettle / bin applicable to that specific model of ADWM ii.OEM Native Application	Rs.	-	Qty		NA	7500	1(a)			
	b	AMC for 6 years on ADWMs, UPS & Batteries- % p.a. on Amount of items (1a+1e+1f) (1a+1d+1e)	% p.a.|Year|Qty		6	7500	1(b)		minimum 7% max 10-12%	
	c	1 set of Lockable cassettes for ADWMs, 1 set i.e. 5 recycling cassettes per ADWM for cassettes swap (5 cassettes x 7500 ADWMs) 1 complete set of default recycling cassettes (with lock & key), Retain / Counterfeit bin (with lock & key) & any other lockable cassettle / bin applicable to that specific model of ADWM,	Rs.	-	Qty		NA	37500 7500	1(c)			
	d	1 lockable Retain / Counterfeit bin for ADWMs (for cassettes swap).	Rs.	-	Qty		NA	7500	1(d)			
	d	UPS	Rs.	-	Qty		NA	7500	1(d)			
	e	Fast Charging SMF / Lithium-ion Batteries for UPS for atleast 8 hours backup	Rs.	-	Qty		NA	7500	1(e)			
	f	Replenishment of Consumables	Rs.	-	Qty		7	7500	1 (f)			
2		Optional Products & Services (not included in TCO, derived from line-items under No.1)					2 = 2a+2b+2c-2d+2e				
	a	Perpetual Client License - OEM Native Application with Security Softwares (As per Tech Spec Software) with one year Warranty	Rs.	-	Qty		NA	7500	2(a)		=10% of item 1 (a)	
	b	AMC for 6 years on OEM Native Application - % p.a. on Amount of item 2a.	% p.a.|Year|Qty		6	7500	2(b)		=10% of 2(a)	
	c	EJ / DVSS / Content Management	Rs.	-	Qty		7	7500	2(c)		=20% of 2(a)	
	d	Buy Back of existing machines	Rs.	-	Qty		NA	7500	2 (d)		5 =3% of 1 (a)	
	e	Any type of extra lockable bin / cassette like Retract / reject bin, other than 1c and 1d, applicable to the specific model of ADWMs	Rs.	-	Qty		NA	7500	2(e)		=100% of 1(d)	

Name & Signature of authorised signatory

Seal of Company

Appendix F1: Payment Terms

Name of the Bidder:_____

Sr. No	Sub-No	Details	Payment terms	Payment Authority
1				

	a	Procurements of ADWMs (As per Tech. spec. Hardware) with 1 complete set of default 5 recycling cassettes (with lock & key), 4 Retain / Counterfeit bin (with lock & key) & any other lockable cassette / bin applicable to that specific model of ADWM,
		
		 INCLUDING:
		  i. one year Warranty,
		  ii. Grouting (New ADWM) & De-grouting (old machine)
		
		 EXCLUDING:
		  i. additional set of lockable recycling cassettes, lockable Retain / Counterfeit bin & any other lockable cassette / bin applicable to that specific model of ADWM
		
		  ii.OEM Native Application
			100 % on installation of the machine, which has been made cash live. The vendor will submit an Installation Certificate with an undertaking to dispose of existing endpoint as per e-waste policy subject to confirmation by the concerned Branch Manager/ Authorised Bank official as per the format. The payment will be made within 30 days on submission of bills alongwith all the complete / necessary documents by the Bidder.	Respective DGM (CM&CS) Department at LHO.

	b	AMC for 6 years on ADWMs, UPS & Batteries- % p.a. on Amount of items (1a+1e+1f) (1a+1d+1e)	Payment will be made quarterly in arrears	Respective DGM (CM&CS) Department at LHO.
	c	~~1 set of Lockable cassettes for ADWMs, 1 set i.e. 5 recycling cassettes per ADWM for cassettes swap (5 cassettes x 7500 ADWMs)~~ 1 complete set of default recycling cassettes (with lock & key), Retain / Counterfeit bin (with lock & key) & any other lockable cassette / bin applicable to that specific model of ADWM,	Payment will be made after delivery of each cassette, as and when cassettes are ordered by the Bank. Payments will be made only after the delivered cassettes are proved to be in new & in working condition.	Respective DGM (CM&CS) Department at LHO.
	d	~~1 lockable Retain / Counterfeit bin for ADWMs (for cassettes swap).~~	~~Payment will be made after delivery of each Reject Bin, as and when Reject bins are ordered by the Bank. Payments will be made only after the delivered reject bins are proved to be in new & in working condition.~~	~~Respective DGM (CM&CS) Department at LHO.~~
	d	UPS	Payment will be made after delivery of each Retain/ counterfeit Bin, as and when Retain/ Counterfeit bins are ordered by the Bank. Payments will be made only after the delivered retain bins are proved to be in new & in working condition.	Respective DGM (CM&CS) Department at LHO.
	e	Fast Charging SMF / Lithium-ion Batteries for UPS for atleast 8 hours backup	100 % on installation of the machine, which has been made cash live. The vendor will submit an Installation Certificate with an undertaking to dispose of existing endpoint as per e-waste policy subject to confirmation by the concerned Branch Manager/ Authorised Bank official as per the format. The payment will be made within 30 days on submission of bills alongwith all the complete / necessary documents by the Bidder	Respective DGM (CM&CS) Department at LHO.
	f	Replenishment of Consumables		Respective DGM (CM&CS) Department at LHO.
2		**Optional Products & Services (not included in TCO, derived from line-items under No.1)**		
	a	Perpetual Client License - OEM Native Application with Security Softwares (As per Tech Spec Software) with one year Warranty	If availed by Bank 100 % on installation of the machine, which has been made cash live after sucessful installation.	Respective DGM (CM&CS) Department at LHO.
	b	AMC for 6 years on OEM Native Application - % p.a. on Amount of item 2a.	If availed by the Bank Payment will be made quarterly in arrears	Respective DGM (CM&CS) Department at LHO.
	c	EJ / DVSS / Content Management	If availed by the Bank Payment will be made monthly in arrears	Respective DGM (CM&CS) Department at LHO.
	d	Buy Back of existing machines	If availed by the Bank Payment will be made monthly in arrears	Respective DGM (CM&CS) Department at LHO.
	e	~~Any type of extra lockable bin / cassette like Retract / reject bin, other than 1c and 1d, applicable to the specific model of ADWMs~~	~~Payment will be made after delivery of Any type of extra lockable bin / cassette like Retract / reject bin, other than 1c and 1d, applicable to the specific model of ADWMs, as and when ordered by the Bank. Payments will be made only after the delivered above said bins are proved to be new & in working condition.~~	~~Respective DGM (CM&CS) Department at LHO.~~

Name & Signature of authorised signatory

Seal of Company

Appendix F2 : Tax Rate

Name of the Bidder:_____

Sr. No	Sub-No	Details of products / services	Unit Rate	Period		exclusive	exclusive	exclusive	exclusive	exclusive	exclusive	
						GST	Specify Tax	Specify Tax	Specify Tax	Specify Tax	Specify Tax	
		Procurement of ADWMs with warranty , AMC , additional cassettes, UPS and batteries etc.										
1	a	Procurements of ADWMs (As per Tech. spec. Hardware) with 1 complete set of default ~~5~~ recycling cassettes (with lock & key), ~~1~~ Retain / Counterfeit bin (with lock & key) & any other lockable cassette / bin applicable to that specific model of ADWM, INCLUDING: i. one year Warranty, ii. Grouting (New ADWM) & De-grouting (old machine) EXCLUDING: i. additional set of lockable recycling cassettes, lockable Retain / Counterfeit bin & any other lockable cassette / bin applicable to that specific model of ADWM ii.OEM Native Application										
	b	AMC for 6 years on ADWMs, UPS & Batteries- % p.a. on Amount of items ~~(1a+1e+1f)~~ (1a+1d+1e)										
	c	~~1 set of Lockable cassettes for ADWMs, 1 set i.e. 5 recycling cassettes per ADWM for cassettes swap (5 cassettes x 7500 ADWMs)~~ 1 complete set of default recycling cassettes (with lock & key), Retain / Counterfeit bin (with lock & key) & any other lockable cassette / bin applicable to that specific model of ADWM,										
	d	~~1 lockable Retain / Counterfeit bin for ADWMs (for cassettes swap).~~										
	d	UPS										
	e	Fast Charging SMF / Lithium-ion Batteries for UPS for atleast 8 hours backup										
	f	Replenishment of Consumables										
2		**Optional Products & Services (not included in TCO, derived from line-items under No.1)**										
	a	Perpetual Client License - OEM Native Application with Security Softwares (As per Tech Spec Software) with one year Warranty										
	b	AMC for 6 years on OEM Native Application - % p.a. on Amount of item 2a.										
	c	EJ / DVSS / Content Management										
	d	Buy Back of existing machines										
	e	~~Any type of extra lockable bin / cassette like Retract / reject bin, other than 1c and 1d, applicable to the specific model of ADWMs~~										

@ other than income tax, Corporate taxes and custom duty.

Name & Signature of authorized signatory

Seal of Company

Appendix–G

Undertaking of Authenticity

To:

The Deputy General Manager (I&R),
State Bank of India,
Corporate Centre,
Anytime Channels Dept.,
3rd floor, World Trade Centre Arcade,
Cuffe Parade, Mumbai – 400005.

Sub: Undertaking of Authenticity for supplied Product(s)
Ref: RFP No. SBI/ACV/2023-24/002 DATED 23rd June 2023 with **Corrigendum-I dated 13th, July 2023** **and Corrigendum-II   dated 18th, July 2023**.

With reference to the Product being quoted to you vide our Bid No:_____ dated _____, we hereby undertake that all the components /parts /assembly / software etc. used in the Product to be supplied shall be original new components / parts / assembly / software only, from respective Original Equipment Manufacturers (OEMs) of the Products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used or no malicious code are built-in in the Product being supplied.

2. We also undertake that in respect of licensed operating systems and other software utilities to be supplied, the same will be sourced from authorized sources and supplied with Authorized License Certificate (i.e. Product keys on Certification of Authenticity in case of Microsoft Windows Operating System).

3. Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

4. In case of default and/or the Bank finds that the above conditions are not complied with, we agree to take back the Product(s) supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

5. We also take full responsibility of both Product(s) & Service(s) as per the content of the RFP even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Dated this .... day of 2022

_____

(Signature)   *(Name)*   *(In the capacity of)*

Duly authorised to sign Bid for and on behalf of

_____

Appendix- H

MANUFACTURERS' AUTHORIZATION FORM

No.   Date:

To: The Deputy General Manager (I&R),
State Bank of India,
Corporate Centre,
Anytime Channels Dept.,
3rd floor, World Trade Centre Arcade,
Cuffe Parade, Mumbai – 400005.

Dear Sir:

Ref: RFP No. SBI/ACV/2023-24/002 DATED 23rd June 2023 with Corrigendum-I dated 13th, July 2023 and Corrigendum-II dated 18th, July 2023.

We, who are established and reputable manufacturers / producers of ADWMs (ADWMs/CDs/CDMs/ADWMs/Cash Recyclers) having factories / development facilities at (*address of factory / facility*) do hereby authorize M/s _____ *(Name and address of Agent)* to submit a Bid, and sign the contract with you against the above Bid Invitation. Our ………………………………. model is proposed for this bid. This model has:

Number of Recycling Cassettes which are lockable with lock & key	*<specify no. of recycling cassettes>*	*<specify Maximum Capacity of notes which can be held in each recycling cassette>*
No. of separate Counterfeit Bin(s) which are lockable with lock & key	<minimum 1, bidder to mention in case Counterfeit Bin is combined with any other bin with separate partitions>	<Maximum Capacity of notes which can be held>
Any type of extra lockable bin / cassette like Retract / reject bin, other than above applicable to the specific model of ADWMs	<specify no. of such cassette / bin>	<specify Maximum Capacity of notes which can be held >
Operating System (OS) version with Service Pack details		

Complete Processor details	
RAM capacity & type	
No. of extra RAM slots available in motherboard and maximum RAM capacity upgrade possible	
Harddisk capacity & type	
Each key of EPP / Keypad and FDK (if any) has Braille embossing	<Specify YES / NO>

2. We hereby extend our full warranty for the Equipment, Software Solution and Services offered by the above firm against this Bid Invitation.

3. We also undertake to provide any or all the following materials, notifications, and information pertaining to the equipment's and software solution manufactured or 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 duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

5. We hereby extend our full comprehensive guarantee, warranty, comprehensive annual maintenance as per the terms and conditions of this RFP and the agreement / contract, in case M/s. _____ (Our Authorized representative) emerge as the / one of the successful bidders, for the goods and services offered for supply of our authorized representative against RFP. We also undertake that in the event of our authorized representative in India failing to perform its obligations under the Agreement/Contract for supply, installation and maintenance of ADWMs and associated services for any reason whatsoever, we shall perform all the pending obligations as if the Agreement/Contract were between Bank and us.

Yours faithfully,

Countersigned :

(Bidder)

Date: (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.* **Copy of Board Resolution / Power of Attorney of authorized signatory with KYC documents (PAN and Aadhar) of Manufacturer and Bidder should be attached.**

Appendix- I

Certificate of Local Content
(to be submitted for each OEM's ADWM)

In case of companies, Certificate from the statutory auditor / cost auditor of the company (with Registration Number with seal)) and counter-signed by Company Secretary and Certificate counter-signed by Bidder giving the percentage of local content, on their letter head.

In respect of suppliers other than companies, Certificate from a practicing cost accountant (with Registration Number with seal) / practicing chartered accountant (with Registration Number with seal), and Certificate counter-signed by Bidder giving the percentage of local content, on their letter head.

Date:

To,
The Deputy General Manager (I&R),
State Bank of India,
Corporate Centre,
Anytime Channels Dept.,
3rd floor, World Trade Centre Arcade,
Cuffe Parade, Mumbai – 400005.

Dear Sir,
Ref. : RFP No. SBI/ACV/2023-24/002 DATED 23rd June 2023 with **Corrigendum-I dated 13th, July 2023 and Corrigendum-II dated 18th, July 2023.**

1.   This is to certify that proposed model of _____*<OEM & model name>* ADWM as per the scope of work of said RFP has 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 28, 2018 -Revision order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and as per subsequent guidelines issued by Govt of India procurement manual updated up to June 2022 and clarification office memorandum 04th March, 2021.

counter-signed: Bidder	Signature of Statutory Auditor/Cost Auditor Registration Number:	Counter Signed: Company Secretary*
Seal	**Seal**	**Seal**

(* Wherever company secretary is not applicable, Chairman/MD may counter sign)

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

AND

APPENDIX I-2

Format for Self-Certification of Local Content

To,

_____

_____

_____

Dear Sir,

Ref.: RFP No. SBI/ACV/2023-24/002 DATED 23rd June 2023 with Corrigendum-I dated 13th, July 2023 and Corrigendum-II dated 18th, July 2023.

This is to certify that proposed ADWM model(s)_____<*OEM & model name*> is having the local content of _____ %_____%, respectively. As defined in the above-mentioned RFP, we hereby classify ourselves as **Class-I Local Supplier / Class-II Local Supplier** / <mention the applicable class category>.

2. The details of location(s) at which the local value addition is made are as under:

Sl. No.	Product details	Name of place (In India only)
1		
2		

3. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated May 28, 2018 -Revision order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and as per subsequent guidelines issued by Govt of India procurement manual updated upto June 2022 and clarification office memorandum 04th March, 2021 regarding non-local suppliers in respect of imported products.

counter-signed: Bidder	Signature of Statutory Auditor/Cost Auditor Registration Number:	Counter Signed: Company Secretary*

(* Wherever company secretary is not applicable, Chairman/MD may counter sign)

Appendix–J

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

THIS PERFORMANCE BANK GUARANTEE AGREEMENT executed at ……..this…….day of ……….. 2022 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 SBI Bhawan, Madame Cama Road, Nariman Point, Mumbai 400021 and one of its offices at Anytime Channels, Corporate Centre, World Trade Centre, Cuffe Parade, Mumbai 400005 **(procuring office address),** hereinafter referred to as "**SBI**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS M/s_____, incorporated under _____ Act having its registered office at _____ and principal place of business at _____ (hereinafter referred to as "**Service Provider/ Vendor**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to supply of hardware/software and/ or services and to develop, implement and support ………………… (name of Software Solution/ Service) (hereinafter referred to as **"Services")** to SBI in accordance with the Request for Proposal (RFP) No. SBI /AC/2023-24/004 dated XX/10/2022.

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

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

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

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

NOW THIS GUARANTEE WITNESSETH THAT

1. In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and not withstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI in each of the demands, subject to a cumulative maximum amount of Rs._____/- (Rupees _____only).

2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honored by the Guarantor without any delay.

3. We (the Guarantor) confirm that our obligation to the SBI, under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and the Service Provider.

4. This guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

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

i. Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.

ii.   This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.

iii.   This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.

iv.   The guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise

v.   This guarantee shall be a continuing guarantee during its validity period and the SBI can make its claim in one or more events within the total liability of the Guarantor mentioned herein.

(vi)   This Guarantee shall remain in full force and effect for a period of __ years from the date of the issuance i.e. up to _____ Unless a claim under this Guarantee is made against us within three (3) months from that date i.e. on or before _____ , all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

(vii)   This guarantee shall be governed by Indian Laws and the Courts in Mumbai or the place of execution of documents, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein above:

(a) Our liability under this Bank Guarantee shall not exceed Rs………………/- (Rupees …………………… only)

(b)This Bank Guarantee shall be valid up to……………………….

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before …………………… (date which is 3 months after date mentioned at (b) above.

Yours faithfully,

For and on behalf of Bank.

_____
Authorized official

_____
Authorised official

Appendix–K

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

Date:

M/s.---------------

Sub: Certificate of delivery, installation and commissioning

1. This is to certify that the Products as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) PO No. ._____ dated _____

   (b) Description of the Product _____

   (c) Quantity _____

   (d) Date of receipt of the Product(s) at site _____

   (e) Date of installation _____

   (f) Date of commissioning _____

2. Details of Products not yet supplied and recoveries to be made on that account:

   S.No.   Description   Amount to be recovered

3. The installation and commissioning have been done to our entire satisfaction and the Bank's staff have been trained to operate the Product.

4. Service Provider has fulfilled his contractual obligations satisfactorily.

<div align="center">or</div>

Service Provider has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

5. The amount of recovery on account of non-supply of Products is given under Para No.2 above.

Signature   _____

Name   _____

Designation with stamp _____

_____

Appendix-K1

Installation Certificate of ADWMs

Customer Name:		Customer ID:		ADWM ID:	Installation Date:

Bank Detail

Base Branch:	Place of Installation
Address :	Address :
City :	City :
Pincode :	Pincode :
Contact Person(Branch : Mgr/Channel Mgr)	Contact Person(Branch : Mgr/Channel Mgr)
Contact No. :	Contact No. :
Email ID :	Email ID :

Purchase Order / Dispatch Details

Purchase Order No. :		PO Date :		Dispatch Date:	Delivery Date:

Physical condition of machine at time of deliver:

☐ Goo☐

Partially Damaged

☐ Com☐etely Damaged Item

Missing

Warranty Period : Warranty Start Date: Warranty Expiry Date:

Hardware Configuration

Machine Serial No.:

Part No.	Part Description	Quantity		

Software Configuration

Application		Version		
	MVS			
	EPS			
	XFS			
	OS			
	Native Recycler App			

Network Configuration

Machine IP :	Subnet Mask :
Gateway:	
Remote IP :	Remote Port :

Disposal of ADWM as per e-Waste Bank's Policy	
We undertake that Machine Serial No. _____ ADWM ID _____ Make _____ Model _____ have been decommissioned, lifted and shifted to our location as per RFP. We, hereby undertake that we shall dispose of the same as per the e-waste policy of the Bank.	
Certificate Compliance and submission (Attached)	
PCI-PTS Certificate (EPP,PinPads)	Yes/No
EMVCo L1 LoA, MC,Visa , Rupay Certificates (Card Readers and EMV)	Yes/No

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

Appendix-K2

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

M/s.---------------

Sub: Certificate of commissioning of Solution

RFP No. SBI/ACV/2023-24/002 DATED 23rd June 2023 with **Corrigendum-I dated 13th, July 2023 and Corrigendum-II   dated 18th, July 2023.**

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

Deliverables	Successful as per RFP Terms Y/N	Date of success
ADWMs with OEM Native Application pilot connected to BASE24 @ *		

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

Further, following certificates have been submitted :
        1) ADWMs Installation Certificate(EPIC)
        2) PCI-PTS Certificate (EPP/PinPads)
        3) EMVCo L1 LoA, MC/Visa Certificates (Card Readers)
        4) EMVCo L2 LoA,, MC/Visa/Rupay Certificates (EMV Kernel)
        5) Default Passwords Reset (BIOS, System, etc.)
        6) Disposable e-waste Certificate (DEC), if applicable

2. Details of specifications of Equipment, Software Solution and Services not yet supplied/commissioned and recoveries to be made on that account:

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

3. The acceptance test has been done to our entire satisfaction and Staff have been trained to operate the Equipment, Software Solution and Services.

4. The Vendor has fulfilled his contractual obligations satisfactorily*

                      or

The Vendor has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

5. The amount of recovery on account of non-supply of Equipment, Software Solution and Services is given under Para No. 2.

6. The amount of recovery on account of failure of the Vendor to meet his contractual obligations is as indicated in endorsement of the letter.

                   Signature   _____

                   Name   _____

                   Designation with stamp _____

                   _____

*   <u>Explanatory notes for filling up the certificates:</u>

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

(b) The Vendor has supervised the commissioning of the equipment/ Software Solution in time i.e., within the period specified in the contract from the date of intimation by the Bank in respect of the installation of the equipment/Software Solution.

(c) Training of personnel has been done by the Vendor as specified in the Contract.

(d) In the event of Manuals having not been supplied or installation and commissioning of the Software Solution having been delayed on account of the Vendor, the extent of delay should always be mentioned.

Appendix–L

Other Terms and Penalties

1. General:

1.1 In case where penalty amount cannot be serviced through payment being made to ADWMs provider/solution provider, penalty will be paid by the ADWMs provider/solution provider through a cheque within 15 days from the close of the quarter. If the ADWMs provider/solution provider fails to pay, the Bank may realize the penalty amount by either invoking the BG submitted by the ADWMs provider/solution provider or recovering from any other payment due to the ADWMs provider.

1.2 Computation of all penalties at the Local Head Office level.

1.3 No penalties shall be levied for delays not attributable to Vendor or delays on account of uncontrolled circumstances which shall be decided by the Bank and shall be binding on the Vendor.

1.4 Vendor shall submit the reason for delays on account of Bank dependencies via email twice a week for verification and confirmation by the Bank.

1.5 There will not be any maximum cap for Comprehensive AMC services.

1.6 The vendor shall submit the required credit note for the deficiencies in the services as advised by the Bank, within 7 days from the date of intimation by the Bank. In case on non-submission of the credit note, the Bank shall proceed with the payment without any recourse to the vendor. However, the vendor should submit his claim regarding disputed transaction (if any) in writing within 30 days of the payment received by the vendor. The claim shall not be entertained by the Bank thereafter. The decision of the Bank will be final and binding on the vendor.

2. Procurement of ADWMs, Warranty and Annual Maintenance Contract: ADWMs Provider

2.1 <u>Downtime :</u>

2.1.1 **Calculation of Downtime**:

An ADWM will be considered "down" when it cannot dispense or accept cash. "Down Time" shall mean the interval between the times of reporting of any fault to re-dispensation/re-acceptance of cash. "Percentage Downtime" shall mean the aggregate of downtime of the particular ADWM during a quarter expressed as a percentage of total available time in a quarter -- actual number of days to be taken into account X 24 hours). The Down time will be calculated at the circle level based on reports generated through ATM MON/ OMS and Anytime Channels at Corporate Centre will decide regarding the exclusions which shall be final and binding on Bidder.

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

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

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

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

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

2.1.2 **Penalty for Downtime**:

2.1.2.1 ADWM Provider shall provide First Line Maintenance (FLM) including cash related fault and Second Line maintenance (SLM) for all machines (irrespective of the machine being cash-managed by Bank staff) repair, spares replacements and maintenance service (response and resolution), to the Bank round the clock throughout the year including all Saturdays, Sundays and Holidays during the terms of contract on oral/ telephonic/ email/ SMS / Mobile Application or any other mode of communication by the Bank or through its own service personnel or any service provider or any monitoring system through its own expert service resource wherever

the ADWMs are installed irrespective of number of physical visits at the site/ADWM and without any additional cost to the Bank. The service shall be made available by ADWM Provider as under:

Category	Resolution Time/ TAT	Penalty
VIP ADWMs	2 Hours: Irrespective of the population group/ category	Rs 1200/- per ADWM per hour.
Regular ADWMs	iii. 4 Hours: At Metro, Urban and Semi-urban locations iv. 6 Hours: At Rural locations	Rs 1000/- per ADWM per hour.
The Bank will have sole discretion to permit the grace travel time depending on the circumstances. The Bank has the discretion of classifying the ADWMs as VIP or Regular subject to review.		
ADWM Provider should ensure dispatch of qualified personnel to the ADWM site with a view to resolve the incident attributed to ADWM Provider and operationalise the ADWM within the abovementioned resolution timelines.		

2.1.2.2 The downtime will be computed from the time of ticketing of the relative fault at the Bank's Online Monitoring Solution / ATM Monitoring Tools.

2.1.2.3 The Vendor will **NOT** be responsible for Cash out / Cash Full because Cash Management Services are not outsourced to them. However, the Vendor should follow-up / co-ordinate with the Joint Custodians / concerned stakeholder(s) to make the ADWM cash-dispensing/depositing again. The Bank shall provide approximate exclusions to downtime for such faults.

2.1.2.4 **Penalty for not maintaining target availability:**

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

A. VIP ADWMs

Availability	Penalty amount
95.0% to less than 98.0%	5% of Charges Payable
92.0% to less than 95.0%	10% of Charges Payable
less than 92.0%	25% of Charges Payable
"Charges Payable" means the discovered Comprehensive **AMC rates per annum (line item 1b of price bid), payable pro-rata on quarterly basis.**	

B. Regular ADWMs:

Availability	Penalty amount
92.0% to less than 95.0%	5% of Charges Payable
90.0% to less than 92.0%	10% of Charges Payable
less than 90.0%	25% of Charges Payable
"Charges Payable" means the discovered Comprehensive **AMC rates per annum (line item 1b of price bid),, payable pro-rata on quarterly basis.**	

2.1.2.5 **Incentive and rewards for maintaining Higher Uptime:**

A. VIP ADWMs:

Availability or Average Hits/ transaction per day	Incentive Amount
If the monthly average availability of the machine is greater than equal to 98%	7% of the Charges payable
Else	
Irrespective of Availability, if the monthly average hits per day of the machine is:	
Greater than equal to 500	7% of the Charges Payable
Greater than equal to 400 but less than 500	6 % of the Charges Payable
Greater than equal to 300 but less than 400	5 % of the Charges Payable
Greater than equal to 250 but less than 300	3 % of the Charges Payable
Note: for machines falling into both criteria, the incentive percentage will be the sum of both percentages. E.g. A machine with 98% availability and hits of 500, the incentive % will be 7%+7%= 14%.	**"Charges Payable" means the discovered** Comprehensive **AMC rates per annum (line item 1b of price bid), payable pro-rata on quarterly basis.**

B. Regular ADWMs:

Availability or Average Hits/ transaction per day	Incentive Amount
If the monthly average availability of the machine is greater than equal to 95%. The monthly average hits of the machine should be greater than equal to 200.	7% of the Charges payable

Availability or Average Hits/ transaction per day	Incentive Amount
Else	
Irrespective of Availability, if the monthly average hits per day of the machine is:	
Greater than equal to 500	7 % of the Charges Payable
Greater than equal to 400 but less than 500	6 % of the Charges Payable
Greater than equal to 300 but less than 400	5 % of the Charges Payable
Greater than equal to 250 but less than 300	3 % 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 500, the incentive % will be 7%+7%= 14%.	**"Charges Payable" means the discovered** Comprehensive **AMC rates per annum (line item 1b of price bid), payable pro-rata on quarterly basis.**

2.1.2.5.1 Hits will include financial, non-Financial transactions and Value-added Service transactions. Admin, CMAC, unsuccessful / declined transactions (this includes customer induced transactions) will not be considered for incentive/reward purpose.

2.1.3 **Exclusions to ADWM Provider's liability for penalty:**

The following exclusions would be considered in computing penalty:

▪ A maximum of 3 hours for quarterly Preventive Maintenance
▪ 10 hours per month per ADWM under the Supervisory Downtime (which should be reasonable & in tune with national average)
▪ Actual downtime on account of the Switch and network connectivity.
▪ Core Banking Solution Host outages
▪ Vandalism
▪ Non-availability of access to the ADWMs to the vendor.
▪ Force Majeure cases
▪ Uncontrollable circumstances which shall be decided by the Bank and shall be binding on ADWM Provider.
▪ In the state of Jammu & Kashmir, UT of Ladakh, and the North-Eastern states, the ADWM Operations under DGM (CM &CS) at respective LHOs may expressly allow maximum time not exceeding 24 hours for those specific

locations which are considered difficult to reach for the reasons of inaccessible terrain and / or insurgency.

2.2 As vendor would have received full payment of the machine and no Comprehensive AMC will be payable during the one-year warranty period, from the date of installation of machine (cash live). The downtime penalty during the warranty period of the machine will be paid by the vendor through a cheque within 15 days from the close of the quarter, after adjusting the Incentive Amounts (if any). If the vendor fails to pay, the Bank may realize the penalty amount by either invoking the BG submitted by the vendor or recovering from any other payment due to the vendor. The vendor has to submit the required credit note for the deficiency in services, within 7 days from date of intimation by the Bank.

2.3 If the machine is not installed within 30 days for metro and urban/ 40 days for other areas from the date of purchase order, and the reason for delay is not attributable to the Bank, the vendor will be liable to pay a penalty of Rs.5000/- per machine per day from 31st day for metro and urban / 41st day for other areas, which will be realized/recovered from the invoice submitted for that machine or recovering from any other payment due to the vendor. In case of any delay due to Bank dependency, the vendor has to advise the same in writing along with the necessary proof mentioning the cause of delay. The Penalty shall be applicable where the delay is attributable to successful bidder and there is no dependency or delay on the part of Bank. The maximum penalty capped at Rs.1.00 lac per ADWM will be levied on account of delayed installation.

2.4 Any delay in installation/ operationalization of ADWMs on account of Vendor's dispute with Government Authority on any count shall be reckoned as part of delay and penalty shall be as applicable as in cases of delay in supply/ installation. In this connection, in case the vendor is unable to deliver/ install ADWMs in reasonable time, Bank reserves the right to review/ cancel the order and redistribute the same in a suitable manner.

2.5 In addition to the penalties mentioned elsewhere in this RFP penalty will also be levied in case materials / ADWMs / equipment used are not in conformity with specifications laid down unless exemption has been obtained from the Bank. Penalties could include free replacement plus 25% deduction of the cost of the materials / ADWMs / equipment.

2.6 On account of any negligence, commission or omission by the engineers of the ADWM Provider and if any loss or damage caused to the ADWM, the ADWM Provider shall indemnify/ pay/ reimburse the loss suffered by the Bank.

2.7 If the ADWM Provider fails to carry out Preventive Maintenance of end point during a quarter, a penalty of Rs.500/- per day per ADWM will be levied from the date of close of the quarter till the date it is carried out, will be levied. The vendor should invariably use Field call report (FCR) in Online monitoring System for uploading of preventive maintenance.

2.8 There shall be SBI's YONO branding colour scheme on the facia of the machine. The facia should be factory painted in the SBI INK BLUE COLOUR (L481-105899 / RGB 40-0-113 / Hex #280071) scheme and YONO PRINTED vinyl wraps SHOULD BE STUCK ONTO THE MACHINES. The acrylic parts should be of the single SBI Blue colour specified in the RFP. The visible screen, keypad, front console can be as per OEM's default colour. The final colour appearance will be discussed with the successful bidders before implementation & rollout. The successful bidders should provide a 3D model representation for visualization and clarity. The Bank's decision will be binding on the successful bidder. The final appearance will be decided by the Bank after taking into consideration the 3D model. As part of the Comprehensive AMC Services, there should not be fading or torn off vinyl wraps and their replacements to be done by the bidder on their own without waiting for Bank's intimation. If such replacement is advised by the Bank, it should be completed by the bidder within 5 days of intimation. Penalty @ ₹ 100 per day from the 6th Day onwards per non-complied ADWM will be levied.

2.9 **Consumables:**

Consumables are required to be replenished well before it gets over. The payments shall be made **pro-rata on quarterly basis** in arrears as per the discovered rates w.e.f. the cash-live date of that particular ADWM.

Penalty:

Rs.1000/- per incident shall be levied if consumables are not made available within four hours 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. The consumables required are to be replaced by the vendor at the respective machines.

2.10 **Remedial Hardware Maintenance:**

2.10.1 Remedial Hardware Maintenance shall cover free machine replacement, free supply and replacement of spares, components, devices as well as labour required to repair a malfunctioning of ADWM caused due to any reasons other than the conditions mentioned in below clause 2.10.5 (Exclusions permitted for replacement of machine) and restore it to good operating condition without any additional cost to the Bank.

2.10.2 Remedial hardware maintenance includes software support (and software reload, OS Reload, MVS Reload, EPS Reload etc.) or CEN XFS reload. Further, it covers, inter-alia, free provision of spares, parts, kits, software, including CEN XFS, drivers etc., as and when necessary to ensure that ADWM function in a trouble-free manner. ADWM Provider shall correct any faults and failures caused due to any reason, in the equipment and shall repair and replace worn out defective parts of the ADWM as and when

requested by the Bank. Unserviceable spares, components, devices of the ADWM caused due to any reason should be replaced free of cost by ADWM provider within the aforesaid resolution time (if it affects / impacts the operation of the ADWM) and within two working days (if it does not impact the operation of ADWM).

2.10.3 The Bank intends to procure ADWMs with one (1) additional complete set of recycling cassettes (with lock & key), 1 Retain / Counterfeit bin (with lock & key) & any other lockable cassette / bin applicable to that specific model of ADWM, ~~set of lockable cassettes with lock & key (5 cassettes +1 retain/counterfeit bin +1 reject bin)~~ at the price discovered as a separate line item in the price bid. In addition to the above complete set of cassettes and applicable bins, the Bank will bear the replacement cost for maximum one complete set of cassettes and applicable bins ~~number up to 5 cassettes, 1 retain/counterfeit bin and 1 reject bin per machine~~ during the currency of contract and extension thereof for the ADWMs where cassettes swap activity is being done by the Bank, on-Bank cash-managed machines. ~~The~~ This complete set of cassettes / reject/counterfeit / retract bins/ any other bin applicable to that machine can be procured in one or more tranches as per the requirement of that machine (i.e., one or more cassettes / bins at a time) ~~as a single unit or multiple number of units as per the requirement of that machine.~~ The unit cost of each cassette/bin shall be derived from the discovered line item for the additional set of cassettes on pro-rata basis (i.e., dividing the discovered price for the complete set of cassettes/bins by total number of cassette/bin applicable for that machine). Any replacement beyond the stipulated limits will be borne by the vendor. In case, the cassette swap method is not implemented on machine(s) or Bank decides not to implement cassette swap method due to relaxations permitted by the Statutory Bodies, then Bank shall not bear the cost of additional cassettes ~~(5 units)~~ and counterfeit bin /retract bin/ reject bin ~~(1 unit)~~. If there is a requirement of new cassettes / counterfeit bin /retract bin/ reject bins for the machine, the same will be replaced at Vendor's cost.

2.10.4 If any ADWM is beyond repair, it should be replaced with a new one within 30 days from the day when the machine is classified as beyond repair (classification to be done within 7 days of incident occurrence), without any cost to the bank, during the contract period and extension(s) thereof. The replaced machines should be of the exact same specifications which was provided to the Bank at the time of initial testing at Bank's ATM Lab. In case, bidders do not have the machines with the same specifications in all aspects, then the machine (with different specification, but not lower than the minimum specifications mentioned in this RFP) should be provided to the Bank's ATM lab for testing. The Bank's re-testing charges of Rs.20 lakh should be borne by the bidder.

2.10.5 Exclusions permitted for free replacement of machines, subject to fulfillment of clauses 2.10.5.1 and acceptance by Bank's Insurance Company-

2.10.5.1 For the machines destroyed / beyond repair due to:
   a) Natural calamities (like flood, earthquake, fire, tsunami etc.),
   b) machine uprooting (and uprooted machine stolen away),
   c) uprooted machine at site but beyond repair,
   d) any vandalism case which requires machine replacement and the same is also confirmed by the Insurance Surveyor and acceptable to the Insurance Company for Insurance Claim;

In the above cases (a) to (d), the machine will be replaced by the vendor and Bank will pay the cost of the machine at the discovered rate in this RFP, subject to claim settlement by Bank's Insurance Company. Bank's Insurance Company rejects the claim, the cost of new machine to be borne by the Vendor.

2.10.5.2 In case vendor fails to supply hardware / spare parts or machine. The penalty will be levied in following manner:

For Hardware / spare parts	Rs.2000 per day from 48 hours of call log / request.
ADWM replacement	Rs.5000 per day after 30 days

2.11 Bank's Multi-vendor Software (MVS), EPS, OMS, Other software testing will be a criterion for the successful bidders. The successful bidders must deliver 2 machines with 2 UPSs + Fast Charging SMF / Lithium-ion Batteries with at least 8 hours backup (having Integrated Power Management feature) for testing at the Bank's ATM test Lab located in CBD Belapur Navi Mumbai within 10 days (calendar days) from the issuance of Letter of Intent(LOI) and the machines have to be tested successfully for OEM/Native software and Bank's MVS platform including completion of EMV L3 certification from all the scheme (wherever necessary) within 45 days (calendar days) of delivery of machines. A penalty of Rs 10,000/- per day will be imposed on the selected bidders if their machines are either undelivered or not tested for MVS, EPS, OMS, Other software and OEM/Native software within the prescribed timelines. The Bank, however, has the discretion to review the penalty.

2.12 The Bank shall issue Purchase Order / Letter of Intent / Confirmation Letter for installation of any such upgraded hardware / physical devices / components and applicable software or any standalone software after duly testing at its ATM-Lab. The rollout / installation of the upgrade (both hardware or software, as applicable) should be done within the timeframe specified in the Purchase Order / Letter of Intent / Confirmation Letter. A penalty of Rs.1000 per day per non-complied machine shall be imposed for delay beyond the specified timeframe or for non-compliance of the Purchase Order / Letter of Intent / Confirmation Letter.

2.13 Site feasibility {for new site(s)} should be done and the report submitted within 10 days of the request made by the Bank. Penalty @ Rs.200 per day will be levied thereafter. (The Bank may waive it at its sole discretion if a large number of sites – much more than the monthly plan -- are given at one time). ADWM/ installation should be completed within 30 days for metro and urban areas and 40 days for other areas from the date of handing over of clear site by the bank (complete room with power connection will be made available to the bidder) or placement of the order, whichever is later. Penalty @ Rs.5000/- per day from the 31st day for metro and urban area / 41st day for other area which shall be recovered / realized from the Invoice submitted for that site.

2.14 Penalty shall be levied in case material/equipment used are not in conformity with specifications laid down unless exemption has been obtained from Bank. Penalty could include free replacement plus 25% deduction of the cost of the material/equipment/machines. The payment will be made based on the report duly verified by the respective Channel Manager / facilitator.

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

2.16 ADWMs deployed should validate each deposited currency note through its sophisticated bill validator module and accord credit to customers account for only genuine currency notes. Any suspect / counterfeit note to be confiscated and kept in the counterfeit bin without according credit for the value of suspect counterfeit notes to the depositor's account. Serial number printed on each currency note (genuine and counterfeit / suspect) should be recorded in the EJ.

2.16.1 A penalty of Rs.1,00,000/- per instance plus the value of suspect / counterfeit currency will be levied on the vendor whenever any credit has been accorded to the customer's account for the suspect / counterfeit currency. In case of credit of counterfeit currency banknote to customer account, suitable action & other provisions under the Law will be initiated against the bidder and bidder shall be liable for the consequences thereof. Any penalty imposed to the Bank in this regard has to be borne by the bidder additionally apart from the above said penalty.

2.17 The ADWMs reports should clearly indicate the cash dispensation/ deposit status in case of any incorrect dispensation/ deposit due to faulty functioning of the machine, the vendor should make good the loss within 30 days from the date of reporting of incidents and take corrective measures immediately. The Bank should not suffer loss due to any defect of the machine. The Bank's decision regarding faulty functioning of the machine will be final and binding on the bidder. In case the defect resolution requires development / R&D from OEM of the ADWMs, the bidder should ensure that the OEM does the required development within the stipulated time agreed by the Bank. A penalty of Rs.1000 per day per

non-complied machine shall be applicable for delay after the agreed stipulated timeframe.

2.18   Cash Slot camera 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 Hard disk 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. Bidder should provide required support to ATM application vendor (Solution provider) and obtain sign off from Bank before production movement.

2.19   All ADWMs should have anti-skimming devices/solutions, anti-shimming devices/solutions, anti-deep-insert-skimmers, any other device, or solution etc. to prevent unauthorized reading and copying of card data (of card's magstripe or chip) from card-reader and contactless card reader, biometric data from biometric reader. Bidder to ensure that no cloning of card data occurs through machine. Bidder to upgrade the physical devices / components and applicable software / drivers whenever released by OEMs, without any cost to Bank. Any loss of the Bank in this regard shall be completely borne by the bidder. The Bank shall issue Purchase Order / Letter of Intent / Confirmation Letter for installation of any such upgraded hardware / physical devices / components and applicable software or any standalone software after duly testing at its ADWMs Lab. The rollout / installation of the upgrade (both hardware or software, as applicable) should be done within the timeframe specified in the Purchase Order / Letter of Intent / Confirmation Letter. A penalty of Rs.1000 per day per non-complied machine shall be imposed for delay beyond the specified timeframe or for non-compliance of the Purchase Order / Letter of Intent / Confirmation Letter.

2.20   Immediate support for Bug fix, customisation, modification, enhancement related to regulatory or causing the financial loss to the Bank or affecting the Bank's reputation or the Bank terms it as critical, and its quick release without any additional cost to the Bank. The Bank should not suffer loss due to any bug / defect of the machine. The Bank's decision with regard to bug/ defect/ faulty functioning of the machine will be final and binding on the bidder. In case the bug/ defect/ faulty functioning resolution requires development / R&D from OEM of the ADWMs, the bidder should ensure that the OEM does the required development within the stipulated time agreed by the Bank. A penalty of Rs.1000 per day per non-complied machine shall be applicable for delay after the agreed stipulated timeframe, attributable to vendor. Vendor will not be penalized for delay due to Bank dependency. Supporting documents to be submitted by the Vendors for such exclusions. The Bank's decision on allowing the exclusions shall be final and binding on the Vendors.

2.21   If the vendor fails to provide the DVSS footage within 1 day when required by the Bank (within 180 days of the incident), for any reason including settlement of complaints within a reasonable time, the vendor will be liable to pay a penalty of Rs. 1,000/- per instance or the amount of loss suffered by the Bank on account of non-availability of such DVSS footage, whichever is higher.

3. Penalty for Non-availability of EJ attributable to bidder:

A Penalty of Rs.1000/-, other than the actual loss shall be levied for non-availability of EJ attributable to the bidder per instance per day.

4. Deficiency of Services:

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

ii)   If OEM XFS application failed to provide dispensation status to MVS application and has resulted in customer complaint for which no excess cash is found in the ADWM, then OEM is liable to bear the transaction amount and compensation to be paid to the customer.

5.   Penalties for Reputational and business loss:

5.1 Notwithstanding anything contained in the request for Proposal/service level agreement, the service provider hereby agrees and undertake those following losses incurred by the Bank/ accrued to the Bank, if any on account of reasons attributable to the service provider may be recovered from its invoices or good by the service provider: -

a) Actual loss accrued to the Bank on account of errors/bugs/ deficiencies in development/ support activities attributable to the service provider.
b) Any loss accrued to the bank on account of loss of Business during the period of outage of application developed /maintained.
c) Reputational loss due to the reasons attributable to the service provider.
d) The Bank should not suffer loss due to any bug / defect of the machine. The Bank's decision with regard to bug/ defect/ faulty functioning of the machine will be final and binding on the bidder. In case the bug/ defect/ faulty functioning resolution requires development / R&D from OEM of the ADWM, the bidder should ensure that the OEM does the required development within the stipulated time agreed by the Bank. A penalty of Rs.1000 per day per non-complied machine shall be applicable for delay after the agreed stipulated timeframe.

5.2 The service provider understands the provision(s) of Penalty and matrix of calculation thereof given in this document. The decision of the Bank shall be final and binding in this regard. Such penalties shall not restrict the Bank for availing any other remedy/action available in law.

6. 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.

7. Non-Compliance of any clause Penalty:

a) Penalty @ Rs.5000/- per ADWM will be recovered from the Bidder if Clauses relating to RBI, MHA, IS Audit and Other compliances /guidelines and any clause mentioned in this RFP is not adhered / not complied / failed during audit testing.

b) The bidder should ensure to comply with the instructions within the timeframe allowed by the Bank. Failure to comply, penalty of Rs. 2000 per ADWM per day shall be levied beyond the timeframe allowed by the Bank.

c) Any penalty levied on the Bank by RBI, MHA, Central/State Govt., Local Administration, any statutory body etc. for any penal activity / non-compliance attributable to the bidder, shall be recovered from the bidder. The Bank's decision in the matter shall be final and binding on the bidder. The same shall be recovered over and above the applicable penalty cap. In case, this penalty is compensated through a different clause of this RFP, the Bank may not levy the penalty again for same penal activity / non-compliance.

| Appendix M |

Service Level Agreement

(This is an indicative SLA to be executed with the successful bidder after successful testing of the supplied machines. Final SLA will be based on the clauses of this RFP. "IN CASE OF ANY CONTRADICTION BETWEEN THE TERMS OF RFP & INDICATIVE SLA, THE TERMS OF RFP WILL PREVAIL.")

AGREEMENT FOR PROCUREMENT OF 7500 AUTOMATED DEPOSIT CUM WITHDRAWAL MACHINES (ADWMs) WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) SERVICES UNDER PHASE XVI, 2023

BETWEEN

STATE BANK OF INDIA, _____

AND

_____ [1]

Date of Commencement : _____

Date of Expiry : _____

---

[1] The other Party (Contractor/ Service Provider) to the Agreement

AGREEMENT

This agreement ("Agreement") is made on _____ day of _____20___.

Between

State Bank of India, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its _____ Department hereinafter referred to as "the Bank" which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the First 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 "Service Provider" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

The Bank and Service Provider are sometimes individually referred to as a "Party" and collectively as "Parties" throughout this Agreement, and the words Party and Parties shall be construed accordingly.

RECITALS
WHEREAS

(i)   The Bank is carrying on business in banking in India and overseas and is desirous of availing services for _____ ;2

(ii)   _____;

(iii)   _____; and

(iv)   Service Provider is in the business of providing ADWMs and allied services and has agreed to provide the services as may be required by the Bank mentioned in the Request of Proposal (RFP) No. SBI/ACV/2023-24/002 dated 23rd June 2023 with **Corrigendum-I dated 13th, July 2023 and Corrigendum-II   dated 18th, July 2023** issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a "RFP" and same shall be part of this Agreement.

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 as follows:

1   DEFINITIONS & INTERPRETATIONS

1.1. "Bank / Purchaser / SBI" 'means State Bank of India (Corporate Centre 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.

1.2. "Applicant/ Bidder/ Service Provider/System Integrator" means an eligible entity/ firm submitting a Proposal/the Bid in response to this RFP. The Bidder means an OEM (Original Equipment Manufacturer) or their Authorized Distributors/ Agents in India and must be an Indian firm / company/ organization registered under Companies Act.

1.3. "Proposal/ Bid" means the written reply or submission of response to this RFP.

1.4. "The Contract" means the agreement entered 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.

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2 Please provide the brief introduction, facts and circumstances which lead to the present agreement (preamble of the agreement).

1.5. "Vendor/ Supplier/ Contractor/ Service Provider/ ADWMs 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.

1.6. "ADWMs" shall mean the ADWM/Cash Recyclers (including Digital VSS camera) (with the configuration as specified in Appendix C of the RFP, wherever applicable) supplied by the ADWMs Provider.

1.7. "Automated Deposit cum Withdrawal Machines (ADWMs)" means – Bank has defined the name of Cash Recyclers as Automated Deposit cum Withdrawal Machines (ADWMs).

1.8. "Solution Provider / MVS vendor" means the Vendor Selected by the Bank for implementation of Multi-Vendor Software Solution and ADWMs Protection Solution.

1.9. Project Cost and Total Cost of Ownership: "The Contract Price/Project Cost" means the price payable to the Vendor under the Contract for the product and services for the entire period of contract as discovered in the price bid through the reverse auction process.

1.10. "The Equipment / ADWMs / Machine / Product/ Cash Dispenser/ Recycler/Terminal/Automated Teller Machines, i.e. Cash Dispenser/Cash Point" means all the hardware, it's all components, peripheral apparatus, associated software/ firmware/ operating software, Software Agent(s) which the Vendor is required to supply to the Bank under the RFP / Contract. "

1.11. "OEM Native Application" means an application provided by OEM (Original Equipment Manufacturer) to run the ADWMs (ADWMs) (excluding OS, Firmware, Middleware, Device drivers, CEN XFS, Terminal Diagnostic Tools/Utilities etc), following NDC or DDC message emulation protocol.

1.12. "The Services" means those services ancillaries to the supply of the equipment/ product, such as testing, transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, certifications, auditing, maintenance, its support, troubleshooting and other such obligations of the Vendor covered under the Contract and required by the Bank.

1.13. "The Project" means supply, installation, testing and commissioning, integration of hardware, software and services with support etc. under Warranty and annual maintenance contract. if required for the contract period and the extensions thereof. The installation of the ADWMs will include grouting and degrouting of the machines.

1.14.   "The Project Site" means locations where supply and services as desired in this RFP document are to be provided.

1.15.   "Annual Maintenance Contract (AMC)" means It would be the annual cost of maintenance of equipment (Hardware & Software) and Services associated thereto and annual maintenance contract is a business arrangement for ongoing maintenance agreed by the manufacturing facility and service provider including First Line Services (FLM), Supply of Consumables etc.

1.16.   "RFP" means The request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.

1.17.   "VIP ADWMs" are those ADWMs which have been installed at Prime/ VIP/ High-hit locations like Airports, In-touch Branches, E-corners/ e-lobby, Railway/ Metro Stations, shopping malls, Market Areas, Tech Parks, Important/ main Bank Branches or any other location as identified by the Circles. Bank shall identify specific ADWMs not exceeding 25% of the ADWMs at the whole Bank level as 'VIP ADWMs' The list of VIP ADWMs is subject to review by the Bank.

1.18.   "Regular ADWMs" are all the other ADWMs not included in the VIP category.

1.19.   ADWMs Software should fully support to resolve any issue/ bug related Software hardware/ components /services /parameters /configurations /OS /XFS layer /devices/drivers/terminal diagnostic tools/utilities/patches provided by ADWMs provider for smooth running of solutions.

1.20.   MVS: Multi-Vendor Software (MVS) -A standardized secure software solution and platform to run, manage and improve the functionality of the ADWM network while providing additional functions like online monitoring of the ADWMs.

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

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

   a) ADWMs equipment malfunction in respect of non-ADWMs Provider machines.

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

1.23. ~~"ADWMs Loss Liability Limit" means the maximum amount of ADWMs Provider's liability for an ADWM Loss. The ADWMs Loss Liability Limit is Rs.1,00,00,000/- (Rupees One crore only) per ADWM.~~

1.24. "Business Day/working day" means a day which is not a 2nd& 4th Saturday, Sunday or Public Holiday declared under NI Act.

1.25. Warranty Effective Date" means the date when the machine is cash-live i.e. commencement of cash withdrawal and cash deposit (both) transactions.

1.26. Warranty Period" shall mean a period of one year from the Warranty Effective Date.

1.27. "Maintenance Effective Date" shall the date immediately succeeding the completion of Warranty Period.

1.28. "Maintenance Renewal Date" shall mean six years from the Maintenance Effective Date (i.e. After warranty period of one year) and each anniversary thereafter.

1.29. "Public Holidays" shall mean public holidays under NI Act., at the place where the Equipment is located, when banks are closed for business.

1.30. "Occurrence" means a single event or a series of related event resulting in a loss or losses.

1.31. "Response Time" means interval between the trigger or alert generated by Bank's ADWM Online Monitoring Tool / MVS vendor to the ADWMs/ service provider and latter's arrival time at the respective ADWM.

1.32. "Bank Preventable Calls" means a service call to ADWMs/ Service provider and / or their subcontractors, if any. Bank preventable calls include but are not limited to, calls for FLM to replenish supplies, calls to CRA/CIT Agencies etc.

1.33. "L1/L2/L3 …so on" The L1 price / rate is the lowest TCO value discovered during the Online Reverse Auction Process. The next price / rate

with subsequently higher quoted value than L1 price / rate will be L2 price / rate and so on.

1.34.   Commencement of Services" shall mean the date on which the newly commissioned machine under this RFP is made "cash-live" and available for customer cash transactions. "Cash-live" means that the cash deposit and cash withdrawal transactions are carried out successfully at ADWM/ADWMs.

1.35.   "GeM" Government e Market is the online marketing place developed by the ministry of commerce for common use goods and services.

1.1   Interpretations:

1.1.1   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).

1.1.2   The singular includes the plural and vice versa.

1.1.3   Reference to any gender includes each other gender.

1.1.4   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.

1.1.5   The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.

1.1.6   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.

1.1.7   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.

1.1.8   Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

1.1.9 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 industry practices.

2 COMMENCEMENT & TERM

2.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from _____ (Effective Date).

2.2 This Agreement shall be in force for a period of seven years from the date of installation, which can be extended upto 10 years (i.e. upto another three years after base 7 years period in one or more tranches), at the sole discretion of the Bank from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.

2.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of another three years after base 7 years period in one or more tranches on the same terms and conditions.

2.4 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

3 SCOPE OF WORK

3.1 The Scope of Work will be as per Appendix – E of the RFP.

4 WARRANTIES AND COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT:

4.1 The selected Bidder shall support the machine/ equipment/ product and its associated items/components including Operating System (OS) /firmware/Software during the period of warranty and Comprehensive AMC as specified in Scope of work in this RFP from the date of installation of ADWM.

4.2 During the warranty and Comprehensive AMC period, the Bidder will have to undertake comprehensive support of the entire product

(hardware/components/ operating software/firmware/software etc.) supplied by the Bidder and all new versions, releases, and updates for all standard software supplied to the Bank at no additional cost to the Bank. During the support period, the Bidder shall maintain the machine/ equipment/ product (hardware/Software etc.) to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the product (hardware/ equipment/ components/ software or any component/ part thereunder), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.

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

4.4   Onsite comprehensive warranty, comprehensive AMC and extension of Comprehensive AMC thereof at the discretion of the Bank   for the product would include free replacement of spares, parts, kits, resolution of problem, if any, in Product.

4.5 Warranty/ Comprehensive AMC and extension of Comprehensive AMC thereof at the discretion of the Bank for the system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such software.

4.6 Support (Warranty/ Comprehensive AMC) would be on-site and comprehensive in nature and must have back-to-back support from the OEM/Service Provider. Undertaking on the lines of Appendix-H of this RFP document is required to be submitted by the vendor, duly endorsed by the OEM that in case vendor fails to provide services then OEM shall provide the same at no extra cost, to the satisfaction of the Bank. The vendor will warrant products against defect arising out of faulty design, materials, etc. during the specified support period. The vendor will provide support for operating systems and other pre-installed software components/system software during the specified period of the hardware on which these software and operating system will be installed. The vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.

4.7 In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified:

      a.   Diagnostics for identification of systems failures,
      b. Protection of data/ Configuration,
      c. Recovery/ restart facility,
      d. Backup of system software/ Configuration

4.8 Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.

4.9 The Bidder shall be agreeable for on-call/on-site support 24*7*365 and at the time of switching over from Production (PR) to Disaster Recovery (DR) and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.

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

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

4.12 Additional Representation and Warranties by Service Provider.

4.12.1 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.

4.12.2 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.

4.12.3 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.

4.12.4 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the products and services 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.

4.12.5 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 when requested.

4.12.6 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 RESPONSIBILITIES OF SERVICE PROVIDER/ VENDOR

5.1 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.

5.2 Service Provider shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement, require for performing the Services under this Agreement.

5.3 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.

5.4 As defined under the RFP.

6 CONFIDENTIALITY

6.1 Bdder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of the Bank.

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

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

6.4   For the purpose of this Agreement, Confidential Information shall mean (i) information of all kinds, whether oral, written or otherwise recorded including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.

6.5   In consideration of each Party providing the other Party or its' representatives with the Confidential Information, the Parties agree as follows:

6.5.1 Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.

6.5.2   Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential

Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.

6.5.3   Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and those of its subsidiaries who are involved in the negotiation or evaluation of the project, and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.

6.5.4   The confidentiality obligation shall not apply to such portions of the Confidential Information which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement; (ii) were in its possession on a non-confidential basis prior to the date hereof; (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information; or (iv) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.

6.5.5   In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice to the extent not prohibited by law. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

6.5.6   In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives,

provided, however, each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.

6.5.7 By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or willful default.

6.6 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation. 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.

6.7 Service Provider shall not, without the Bank's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.

6.8 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.

6.9 Any document received from the Bank shall remain the property of the Bank and subject to clause 7.2.6 shall be returned (in all copies) to the Bank on completion of Service Provider's performance under the Agreement.

6.10 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.

7   RELATIONSHIP BETWEEN THE PARTIES

7.1   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.

7.2   Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.

7.3   None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.

7.4   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.

7.5   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 accident occurred due to gross negligent act of the Party in whose premises accident occurred.

7.6   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.

8   SUB-CONTRACTING

8.1 As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit, deny and review the same. The bank may at any time during the contract may cancel the permission given for the subcontracting vendor.

8.2 In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security/ statutory, RBI/MHA guidelines etc requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details along with the copy of the executed Service Level Agreement (SLA) to the Bank and if required, Bank may evaluate the same.

8.3 In case of Sub-Contracting (if allowed by the Bank), the Service Provider shall provide the complete details of services sub contracted by it including the details of sub-contractor(s) and /or its agent to the Bank as and when requested.

8.4 In case of any requirement under scope of this RFP, Bank or its officials shall have right to directly contact / follow up / instruct to sub-contractor of the vendor and as such sub-contractor(s) shall respond to bank and follow banks instructions and shall take action accordingly. Vendor to take care of such clause in subsequent agreement with sub-contractor if any.

9 LIQUIDATED DAMAGES

If the Service Provider fails to deliver and perform any or all the Services within the stipulated time, as specified in the RFP/Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the

Project Cost payable under the agreement(Appendix M), as liquidated damages a sum equivalent to 0.5% of the total value of each order placed by the bank/ respective Circle(s) (from time to time) for delay of each week or part thereof maximum up to 5% of the said purchase order. Once the maximum deduction is reached, the Bank may consider termination of the particular purchase order or the Agreement.

10 BANK GUARANTEE

10.1 Performance Bank Guarantee [PBG] of the amount 08% of the Total Cost of Ownership (TCO) based on the Final reverse auction price (which shall be calculated and advised by the Bank to Selected Bidder(s)with validity period of 96 months. The PBG furnished hereunder should strictly be on the format at Appendix J by the finally selected Bidder(s). For the buffer quota units, additional PBG on same terms and conditions on applicable TCO computed for the same should be submitted by the vendor(s). The PBG must 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 (PO) will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.

10.2 The PBG is required to protect the interest of the Bank against delay in supply/installation and or the risk of non-performance or failure to perform any obligation(s), either fully or partially, of the successful Bidder in respect of implementation of the project, or performance of the agreement(s) pursuant to this RFP or material or services sold, which may warrant invoking of PBG. In case any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.

10.3 If Service Provider fails to submit Performance Bank Guarantee within the stipulated time schedule as specified in this Agreement , the Bank may without prejudice to its other remedies under the Agreement , and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the project cost , 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.

11 PENALTY

11.1 The Scope of Work will be as per Appendix – E of the RFP.

12 FORCE MAJEURE

12.1 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.

12.2 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, curfew and lockdowns by the Central / State / Local Authorities 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.

12.3 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.

12.4 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 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.

13 INSPECTION AND TESTING:

13.1 The Bank reserves the right to carry out pre-shipment factory / godown inspection by a team of Bank officials or demand a demonstration of the product on a representative model at Bidder's place.

13.2 The Inspection and Quality Control tests before evaluation, prior to shipment of goods and at the time of final acceptance would be as follows:

13.2.1 Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation tests at full load, facilities etc., as per the standards / specifications and may be done at factory site of the supplier before dispatch of goods, by the Bank / Bank's Consultants / Testing Agency.

13.2.2 The Vendor shall intimate the Bank before dispatching the goods to various locations/offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the supplier.

13.2.3 Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.

13.2.4 In the event of the product failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.

13.2.5 The inspection and quality control tests may also be conducted at the point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. In case of failure by the Vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental expenses of the Bank's representatives to be borne by the vendor.

13.2.6 Nothing stated herein above shall in any way release the supplier from any warranty or other obligations under this Contract.

13.2.7 The Bank's right to inspect, test and where necessary reject the products after the products arrival at the destination shall in no way be limited or waived by reason of the products having previously being

inspected, tested and passed by the Bank or its representative prior to the products shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.

13.2.8 Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract. System integration testing and User Acceptance testing will be carried out as per the requirement of the Bank.

14 RIGHT TO AUDIT:

14.1 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 not less than 7 (seven) 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, 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.

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 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.).

14.4 Vendor MUST provide the full set of Audited Annual Balance Sheets with supporting documents to the Bank every year.

15 FEES, TAXES DUTIES & PAYMENTS

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

15.2 Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of Custom duty, corporate taxes, Income tax as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST, Service tax, VAT/ Sales tax, Excise duty, Custom duty, Octroi, etc. should be specified in the separate sheet (Appendix-F2).

15.3 Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by the Vendor and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the Appendix-F2 will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in Appendix-F2 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-F2.

15.4 Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

15.5 Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.

15.6 All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor.

15.7 Bank is not assessed for any tax relating to the purchase of equipment. Consequently, any claim from local or central govt. against the Bank relating to tax for these purchases/ site implementations/ Comprehensive AMC, etc shall have to be defended/settled by Vendor. In case of failure to do so, Bank reserves the right to make the payment demanded by the authorities and adjust it from payments due to Vendor. It shall be Vendor's responsibility to comply with local/ central tax requirements/ laws. Bank on its part shall not withhold providing any document that may be required under the law.

15.8 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.

15.9 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.

16 GENERAL INDEMNITY

16.1 vendor /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) vendor /Service Provider 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 vendor /Service Provider. vendor /Service Provider agrees to make good the loss suffered by the Bank.

16.2 Subject to clause ……….. of this Agreement, Service Provider, 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 of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trade mark, copyright, trade secrets or industrial design rights of any third party arising from the Services or use of software/product under this Agreement.

16.2.1 The Bank will give (a) notice to vendor /Service Provider of any such claim without delay/provide reasonable assistance to vendor /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) vendor /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) vendor /Service Provider shall

promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim; (iii) vendor /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.

16.2.2 vendor /Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) vendor /Service Provider 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 product by the Bank.

17 TERMINATION

17.1 The Bank, without prejudice to any other remedy for breach of contract, shall have the right to terminate the contract in whole or part, at any time by giving a written notice of 30 days to the Service Provider, if Service Provider fails to deliver any or all of the deliverables within the period(s) specified in this Agreement, or within any extension thereof granted by the Bank pursuant to conditions of Agreement or if service provider fails to perform any other obligation(s) and/or breach any of terms and conditions of the RFP/Agreement provided a cure period of not less than 60 days(term) is given to service provider to rectify the defects.

17.2 In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Products and/or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

17.3 If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to

the Bank.

17.4 During the transition, the vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.

17.5 The Bank's right to terminate the Contract will be in addition to the penalties /liquidated damages and other actions as deemed fit.

17.6 In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty as provided in Appendix L of RFP on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.

17.7 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.

17.8 The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).

17.9 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.

18 LIMITATION OF LIABILITY

18.1 The maximum aggregate liability of Service Provider, subject to clause 18.2, 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. 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. Service Provider will be liable for actual and proven losses incurred by the Bank which are attributable to Service Provider.

18.2 The limitations set forth herein shall not apply with respect to:

(e) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;

(f) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,

(g) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,

(h) 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 The regulatory and statutory fines will be recovered from the vendor for the reasons attributable to the vendor under the product and services provided by the vendor to the Bank under the project.

For the purpose of clause 18.2 (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.

19 CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS.

19.1 Service Provider shall arrange and ensure proper 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.

19.2 Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank.

19.2.1 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.

19.2.2 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. If existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty of Rs._____on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period.

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

iv. 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.

v. 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.

vi. 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.

21 GOVERNING LAW & JURISDICTION

21.1 The Agreement shall be governed and construed in accordance with the Laws of Republic of India.

21.2 The Parties agree to submit to the exclusive jurisdiction of the appropriate court in Mumbai in connection with any dispute between the Parties under the Agreement.

22 SEVERABILITY

If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining

provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

23   POWER TO VARY OR OMIT WORK

23.1 No alterations, amendments, omissions, additions, suspensions, or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price.

23.2 In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later, 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.

23.3 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.

24 ENTIRE AGREEMENT

24.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.

24.2 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:

24.2.1 This Agreement;

24.2.2 Annexure of Agreement;

24.2.3 Purchase Order No._____ dated _____; and

24.2.4 RFP

25 NOTICES and OTHER TERMS AND CONDITIONS

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

Selected Bidder's Obligations:

25.1 If the proposal includes machine/ equipment or software marketed and/or supported by other companies or individuals, the selected bidder, as the prime

contractor for the delivery, testing, installation and maintenance of the entire system, must ensure and declare that they possess the requisite permission/ license for the machine/ equipment/ software. Also, the selected bidder commits to support/ repair/ replace/ maintain all parts of the ADWMs, irrespective of the position whether the parts are manufactured by the Bidder or outsourced by them.

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

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

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

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

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

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

25.8 Address for communication to the Parties are as under:

25.8.1 To the Bank

_____

_____

25.8.2 To Service Provider

_____

_____

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

26 MISCELLANEOUS

26.1 Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.

26.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power of privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

26.3 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.

26.4 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.

26.5 Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.

26.6 Service Provider agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity

materials or any other written communication with any other party, without the prior written consent of the Bank.

26.7 The Parties agree that the Bank shall have the right, but without any obligation to monitor and assess the Services to enable the Bank to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of Service Provider or the employees of Service Provider.

26.8 Service Provider agrees that the complaints/feedback, if any received from the customers of the Bank in respect of the Services by Service Providers shall be recorded and Bank/Reserve Bank of India shall have access to such records and redressal of customer complaints by Service Provider.

26.9 Service Provider agrees that the Bank shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association.

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: By:

Name: Name:

Designation: Designation:

Date: Date:

WITNESS:

1.   1.

2.   2.

ANNEXURE-A

APPENDIX–N :

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 incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 , 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**

(b) 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.

(c) 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.

(d) 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

(e) 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 willful 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 _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

Appendix–O

Pre-Bid Query Format
(To be provide strictly in Excel format)

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

Appendix–P

Format for Submission of Client References

To whosoever it may concern

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

Name & Signature of authorised signatory

Seal of Company

Appendix–Q

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   2022 , 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 Anytime Channels Implementation and rollout department Corporate Centre 3rd Floor World Trade Centre Arcade Cuffe Parade Mumbai 400005, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

M/s_____represented by

Shri _____   Chief Executive Officer , (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Office / Department of State Bank of India performing its functions on behalf of State Bank of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and

free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

➢ Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

➢ Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any farm, 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, organization 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 BIDDER which could afford an advantage to that particular BIDDER in comparison to other B1DDERs.

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, favor, 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, organization 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, favor, 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 favor or disfavor 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 ˉinformation provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this

purpose would be as defined in Section 6 of the Companies Act 1956.

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. Previous Transgression

3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. Earnest Money (Security Deposit)

4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from a nationalized Bank including SBI or its Subsidiary Banks. However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any nationalized Bank other than SBI or its Subsidiary Banks and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.

4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete

satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3   In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4   No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. Sanctions for Violations

5.1   Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

(i)   To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.

(ii)   The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii)   To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv)   To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department

of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Independent Monitors

7.1 The BUYER has appointed Independent Monitor (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

Shri Otem Dai IAS (Retd.)
Mobile No. 9402277510
otemdai@hotmail.com

Ms Minne Mathews, (IAS Retd)
Mobile: 9951035888
Minnemathews635@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 up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the BUYER.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at __ on _____

For BUYER   For BIDDER

Name of the Officer.   Chief Executive Officer

Designation

Office / Department / Branch

State Bank of India.

Witness   Witness

1

                                             1.

2

                                             2.

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

Note: This agreement will require stamp duty as applicable in the State where it is executed.

Appendix-R

FORMAT FOR EMD BANK GUARANTEE

To:

Dear Sir,

EMD BANK GUARANTEE FOR
SUPPLY, INSTALLATION, TESTING & COMMISSIONING
OF CASH RECYCLER, NATIVE SOFTWARE & ALLIED HARWARE
PERIPHERALS WITH ASSOCIATED SERVICES
AS ARE SET OUT IN THE IN THE SBI/ACV/2023-24/002 dated: 23rd June 2023
with **Corrigendum-I dated 13th, July 2023 and Corrigendum-II dated 18th, July 2023.**

WHEREAS State Bank of India (SBI), having its Corporate Office at SBI Bhawan, Madame Cama Road, Nariman Point, Mumbai 400021 and one of its offices at Anytime Channels, Corporate Centre, World Trade Centre, Cuffe Parade, Mumbai 400005 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/ACV/2023-24/002 dated: 23rd June 2023** with **Corrigendum-I dated 13th, July 2023 and Corrigendum-II   dated 18th, July 2023**.

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

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

4. NOW THIS GUARANTEE WITNESSETH THAT
We _____ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the SBI, pay without demur to the SBI, a sum of Rs._____/- (Rupees _____ Only) that may be demanded by SBI. Our guarantee

shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs._____/- (Rupees _____ Only).

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

6. We hereby further agree that –

   a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment to us of the sum not exceeding Rs._____/- (Rupees _____ Only)

   b) Our liability under these presents shall not exceed the sum of Rs. _____/- (Rupees _____ Only)

   c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

   d) This guarantee shall remain in force up to ~~18 months~~ 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 up to ~~18 months~~ 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 up to ……………………….

(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 S : Client Certificates

To

The Deputy General Manager (I&R),
State Bank of India,
Corporate Centre,
Anytime Channels Dept.,
3rd floor, World Trade Centre Arcade,
Cuffe Parade, Mumbai – 400005.

Dear Sir,

Ref: **SBI/ACV/2023-24/002 dated: 23rd June 2023** with **Corrigendum-I dated 13th, July 2023 and Corrigendum-II dated 18th, July 2023**.

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

2. We are manufacturers/ authorized distributor/ partner/ agent of _____(Name of brand) ADWM having factories at _____. Our brand has_____ number of ADWMs deployed for various banks in India/abroad.

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

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

            OR

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

       i. _____
       ii._____

(NB : Please strike out either ~~3~~ 4(a) or ~~3~~ 4(b) as the case may be)

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

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

6. We do hereby certify that 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 issued by any of the Department at SBI as on the date of Bid submission.

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

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

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

8. We have dedicated Banks' ADWM Monitoring Tool for analyzing full range of ADWM error/status codes for monitoring health of ADWMs with automated on-line

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

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

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

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

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

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

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

currently under procurement by the Bank, to the ADWMs to be supplied by us, without any extra cost to the Bank.

15. We hereby, irrevocably and unconditionally undertake to extend all supports (including, XFS CD Version 3.1 and above, documents, operations manuals, standards, binaries and specification of said models with its components, physical devices and its drivers) as and when required without any deviation, without any additional cost and shall work in coordination, collaboratively and cohesively with the Bank selected Solution Provider during the pre-implementation, integration, testing, pilot run, rollout/implementation, installation and post implementation support relating to solutions (i.e. Multi-Vendor Software, ADWMs Protection, Online Monitoring Solutions, any other agent at the client etc) in respect of our ADWMs supplied to the Bank or being supplied under this RFP, to ensure that solutions to be procured runs on our ADWMs supplied without any impact and render all support required to ensure that ADWMs remains ups and running successfully during the currency of existing agreement.

Yours faithfully,

Signature and Seal of Bidder

Appendix S1

This certificate is to be on the letterhead of the Client

To whom so ever it may concern

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

Make	Type of ADWMs (ADWMs/CD/CDM/ ADWMs/Cash Recycler	Model	No. of Terminals	During the period	
				From	To

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

Services	During the period (Mention Dates)	
	From	To
Maintenance Services		

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

Name of Official	
Designation	
Landline no	
Cell no	
Email Id	
Address	

Signature of the Client

Appendix-S2

Appendix-S-2 : Client Certificate

This certificate is to be on the letterhead of the Client

To whom so ever it may concern

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

Make	ADWMs Model	No. of Terminals	During the period	
			From	To

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

Name of Official	
Designation	
Landline no	
Cell no	
Email Id	
Address	

Signature of the Client

Appendix-S-3 : OEM Undertaking

Certificate cum Letter of undertaking [OEM]

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

No.   Date: <DD-MMM-YYYY>

To
The Deputy General Manager (I&R),
State Bank of India,
Corporate Centre,
Anytime Channels Dept.,
3rd floor, World Trade Centre Arcade,
Cuffe Parade, Mumbai – 400005.

Dear Sir,

Ref: SBI/ACV/2023-24/002 dated: 23rd June 2023 with Corrigendum-I dated 13th, July 2023 and Corrigendum-II dated 18th, July 2023.

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

2. We have deployed _____ number of ADWM / Cash Recyclers for various banks in India / Abroad.

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

(a) Genuine Note Recognition Test for Indian Currency Notes with 100 % accuracy.

(b) Counterfeit Note Recognition Test for Indian Currency Notes with 100% accuracy.

(c) Counterfeit Note Retention & Tracing Test for Indian Currency Notes with 100% accuracy, i.e. counterfeits are retained and traceable to the depositor

(d) to identify the year of issue of the Indian Currency Note with 100% accuracy

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

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

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

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

Sr.No.	Complete Address details with contact Nos.	
	Name of OEM	
	Address	
	Email	
	Phone	
	Fax	
	Name of Head	
1	Designation	
	Cell	
	No. of Team Support Members	
	Whether comply with 3 minutes Response Time?	Yes/No
	Whether comply with 60 minutes resolution time?	Yes/No
	No. of terminals supported	
NB: Bidder may add if more than one helpdesk support.		

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

Yours faithfully,

[Bidder counter signature]   (Name of Manufacturer / Producers)

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

Appendix- S-4: OEM 24x7 Helpdesk

A	**The Applicant or Applicant's Authorized partner or OEM or OEM's Authorized partner should have 24x7 Online Helpdesk/Management Centre Support Set up for support services.**	
Sr.No.	Complete Address details with contact Nos.	
1	Address	
	Email	
	Phone	
	Fax	
	Name of Head	
	Designation	
	Cell	
	No. of Team Support Members	
	Whether comply with 3 minutes response time?	
	Whether comply with 15 minutes resolution/escalation time for routine issues ?	Yes/No
	No. of Terminals supported	
	No. of Support Centers in India	
NB: Bidder may add if more than one helpdesk support.		
		Signature and Seal of Bidder

Appendix – S-5 : Support for MVS,EPS,OMS

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

The Deputy General Manager (I&R),
State Bank of India,
Corporate Centre,
Anytime Channels Dept.,
3rd floor, World Trade Centre Arcade,
Cuffe Parade, Mumbai – 400005.

Dear Sir

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

We are fully aware that the Bank has Selected M/S CMS Info Systems Pvt Limited for providing Multi-Vendor Software (MVS), ADWMs Protection Solution(EPS) And Online Monitoring Solution (OMS) through RFP Ref No. : SBI:GITC/ADWMs/2017-18/439 dated 10th Nov 2017.

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

3. Based on the existing agreements, no charges are payable by the Bank for any software / patches /updates at the ADWMs, including the quarterly visits for preventive maintenance. This will cover MVS/EPS/other agents upgrade also.

1. We, hereby, confirm to provide our full support as mentioned in **Annexure-S6a** for the captioned implementation for the ADWMs supplied by us and agree to the testing pre-implementation and integration cost per ADWMs of each Make and Model, para (3), para (4) above and the SLA mentioned above, failing which the Bank may take decision to debar us for participation in future procurements or black list us.

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

Annexure S6 a– Testing

I.   Testing of ADWMs at LAB :

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

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

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

- To Provide necessary CEN XFS device drivers along with OS.

- To Provide test cases for Hardware related errors/ unsolicited

- To provide end to end support for Solutions integration, testing at the ADWMs provided, under the testing environment and successful pilot at ADWMs under the production environment.

- To share with Solution Provider Single Point Contact along with Escalation matrix for Solutions Support.

- To share the make-model-variants with Solution Provider.

- To share the following and any other details required in connection with ADWMs supplied to the Bank, with Solution Provider and to the Bank in connection with testing of all the functionalities, proper error codes, health status messages, device status messages etc at the ADWMs eg :
  - Support for Operating System
    - Windows 10, patches, service packs etc
    - Changes in Operating System configuration (eg. Environment variable, parameter changes, enabling / disabling services etc)
    - End-user License Agreement (EULA)
    - Any other relevant information including Best Practices

- o CEN XFS Layer:
  - XFS software compliant with CEN XFS 3.1 or higher specifications.
  - End-user license Agreement (EULA)
  - CEN XFS Layer CD to be provided.
  - Any other relevant information including Best Practices
- o Hardware / software (both CEN XFS Compliant and Non-CEN XFS compliant)
  - Technical Specifications,
  - Documentations,
  - Drivers,
  - Terminal Diagnostic Tools/Utilities
  - Configuration / Parameter details,
  - Components,
  - Services
  - Patches, updates and upgrades
  - EMVCo/PCI certificates
  - Any other relevant information
  - Functional test cases (Positive and negative)
  - Error codes, Health Status Messages, Device status messages.
  - Provide complete details of XFS Devices
  - (Illustrative List of XFS Devices are given as under) :
    - ➢ Printer and Scanners
    - ➢ Card Readers (incl. EMV Contact/Contactless)
    - ➢ Cash Dispensers
    - ➢ Personal Identification Number Keypads (PIN pads)
    - ➢ Check Readers and Scanners
    - ➢ Depository Units
    - ➢ Screen Displays (including Touch Screens)
    - ➢ Vandal Shields
    - ➢ Text Terminal Units
    - ➢ Sensors and Indicators Units
    - ➢ Vendor Dependent Mode
    - ➢ Cameras
    - ➢ Card Embossing Units
    - ➢ Alarms & Sensors
    - ➢ Cash-In Modules
    - ➢ Card Dispensers
    - ➢ Barcode Readers
    - ➢ Biometric Readers
    - ➢ Item Processing Modules
- o Full support for CEN XFS layer required in connection with integration with Solutions
- o Support the Solution Provider with respect to any clarifications and resolution sought regarding the platform behaviour or compliance to the CEN XFS Specifications.

- o Fixing of bugs / issues raised during the pre-implementation and pilot phase.
- o To conduct functionality tests to avoid any operational level issues.
- o Maintaining ADWM-Wise version control of Solutions with granularity.
- o Pilot Implementation at ADWMs of respective models/processors and its variants at live sites identified by the Bank.
- o To provide sign off post completion of functionality tests with Solution Provider.
- o To share all statutory or RBI compliance and security features as may be applicable on Effective Date incorporated in ADWMs-OEMs native software along with required technical details/drivers/components and test the same with the Solutions.

....

Appendix S7

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

To: Date:

Dear Sir,

Ref: **SBI/ACV/2023-24/002 dated: 23rd June 2023** with **Corrigendum-I   dated 13th, July 2023** and **Corrigendum-II   dated 18th, July 2023**.

Bidder Name:

We,   are a private/public limited company/LLP/Firm incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 , 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

Appendix-T

SECURITY CONTROLS

In addition to the eligibility criteria defined in Appendix-B, Bidder(s) are also required to comply with the following points and submit their compliance on the same on their letter head. In case of non-compliance of any of the requirement, Bid would be rejected:

Condition:
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."
The Bidder/vendor must comply with State Bank's IS policy, Cyber Security Policy and IT Policy and regulatory requirements.

List of controls related to Information Security the Bidder/vendor is required to implement.

Sno.	Condition	Compliance Yes/no
1	The Bidder/vendor should have (Board/Top Management approved) Information Security Policy in place with periodic reviews (minimum annually) by Top Management? IS Policy should be communicated to all employees and there should be some entity to monitor the compliance of the Policy.	
2	The Bidder should have approved operational processes (SOP, etc) with periodic review (at least annually) including but not limited to: Business Continuity Management Backup Management and Restoration Testing 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 Incident Management Regulatory Compliance	
3	The Bidder/Vendor should have deployed a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations	
4	Suitable Security certifications (ISO, PCI-DSS, SOC1 and SOC2 etc) of the security posture at Bidder/Vendor environment are in place	
5	Wherever any work or part of work is outsourced by the bidder/vendor to any other party(subletting), the Security prescriptions of the Fourth Party should be reviewed/ensured to be equivalent to those of the bidder/vendor.	
6	The SLA/agreement between SBI and the bidder/vendor should contain the following clauses: Right to Audit to SBI with scope defined. Right to recall data by SBI.System of taking approvals for making changes in the application. Regulatory and Statutory compliance at vendor site. Special emphasis on IT Act 2000 & its amendments, and other Acts/Regulatory guidelines Availability of Compensation clause to fall back upon in case of any breach of data (confidentiality, integrity and availability), or incident that may result into any type of loss to SBI. No Sharing of data with any 3rd/4th party without explicit written permission from competent Information Owner of the Bank including with the Law Enforcement Agency (if applicable), etc. Residual risk to be covered by incorporating suitable legal terms in SLA.	
7	The bidder/vendor should have a mechanism for completing the background verification of the officials before onboarding	

8	The bidder/vendor should not allow privilege access from internet	
9	The bidder/vendor should configure or provides access to officials based on a documented and approved Role Conflict Matrix	
10	All default admin and root users should be deleted/disabled and access should be based on user specific IDs and all such accesses should be logged.	
11	The bidder/vendor should deploy Active Directory (AD), Single Sign On (SSO) and strong Password Policy for End point and application access	
12	Proper access control should be defined for protecting SBI data and access to the Data should be strictly on Need to Know Basis	
13	The bidder/vendor environment should be suitably protected from external threats by way of firewall, IDS/IPS, AV, DLP etc.	
14	The bidder/vendor environment is suitably protected from external threats by way of WAF, NAC etc.	
15	Rules implemented on Firewalls of the The bidder/vendor environment should be as per their approved process The bidder/vendor should have processes in place to review the Firewalls periodically	
16	The bidder/vendor environment should be segregated into militarized zone (MZ) and demilitarized zone (DMZ) separated by Firewall, where any access from an external entity is permitted through DMZ only	
17	The bidder/vendor should follow the best practices of creation of separate network zones (VLAN segments) for Production and non Production such as UAT	
18	The bidder/vendor should follows the best practices of creation of separate network zones (VLAN segments) for Web, App, DB, Critical & Non-Critical Applications	
19	The bidder/vendor should have a separate network architecture diagram specific to integration with SBI	

20	Internet access should be restricted on: Internal servers Database servers Any other servers	
21	The application and DB should be hosted separately on a dedicated infrastructure (physical/logical) for SBI.	
22	The bidder/vendor should engage CERT Empanelled Auditors for ensuring security posture of their applications. Security Testing includes but is not limited to Appsec, API Testing, Source Code Review, VA, PT, SCD, DFRA, Process Review, Access Control etc.	
23	If any open source or free software are deployed in bidder/vendor environment, processes should be in place for closure of vulnerabilities & regular/timely patching for such software.	
24	Minimum baseline controls must be implemented by the bidder/vendor for hardening the Application and DB Servers?	
25	The bidder/vendor should ensure that security measures are followed for safe storage and timely retrieval of data	
26	The bidder/vendor should obtain approval from the Bank in case if any activity will be outsourced by them or SBI specific data is to be shared to any other party, partly or fully, for any purpose? If so, are the specific activities / data elements and purpose documented and are made part of SLA	
27	The bidder/vendor will not be permitted to take any crucial decisions on behalf of SBI without specific written approval from the IT Application Owner/BU.	
28	The bidder/vendor should possess suitable Security certificate such as ISO27017 & ISO27018 for Cloud Services and PCI DSS where Debit Card related data are processed	
29	The bidder/vendor should ensure that the data shared by SBI is secured while transit, processing, at store, during backup and Archivals, over external media etc. with latest & secured encryption standards	

30	Processes should be in place to permanently erase SBI data after processing or after a clearly defined retention period by the Bidder/Vendor.	
31	The bidder/vendor must not be share data with outsiders without explicit & case specific approval of SBI.	
32	The key used by the bidder/vendor to encrypt SBI data should be different i.e. it should not be the same that was/is used for other clients.	
33	The bidder/vendor should not download or to prepare copies of data unless explicitly approved.	
34	The bidder should not host application and database (containing SBI data) in Public Cloud without specific approval from the Bank to this effect	
35	The bidder/vendor should ensure proper log generation, storage, management and analysis happens for application (including DFRA & access logs)	
36	The bidder/vendor should ensure that privilege access activities are logged, monitored, controlled, and governed preferably using Privilege Identity Management (PIM)	
37	The bidder/vendor should have captive SOC or Managed Service SOC for monitoring their systems and operations	
38	The bidder/vendor should deploy secure environments for their application for: Production Disaster Recovery Testing Environment?	
39	The bidder/vendor should perform periodic DR Drills	

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Appendix-U

SCENARIO -I: ONE BIDDER

When only one technically qualified bidder either Class I Local Supplier or Class II Local or Non- Local Supplier, Bank may refloat the RFP or may award 100% quantity to that bidder.

BIDDER	L1	TOTAL
PERCENTAGE ALLOCATION	100%	**100%**

SCENARIO -II: TWO BIDDERS

I: When technically qualified two bidders, L-1 and L-2 are Class I Local Supplier:

BIDDER	L1	L2	TOTAL
PERCENTAGE ALLOCATION	60%	40%	**100%**

II: When technically qualified two bidders, L-1 is Class I Local Supplier and L-2 is Class II Local Supplier or Non Local Supplier:

BIDDER	L1	L2	TOTAL
PERCENTAGE ALLOCATION	60%	40%	**100%**

II: When technically qualified two bidders, L-1 is Class II Local Supplier/Non Local Supplier and L- 2 is Class I Local Supplier:

BIDDER	L1	L2	TOTAL
PERCENTAGE ALLOCATION	50%	50%	**100%**

SCENARIO -III: 03 BIDDERS

I- When all technically qualified bidders are Class I Local Suppliers, or all are Class II Local Suppliers/Non Local Suppliers:

BIDDER	L1	L2	L3	TOTAL
PERCENTAGE ALLOCATION	50%	30%	20%	**100%**

II-When L1, L2 are Class I Local Suppliers and L3 is Class II Local Supplier/Non Local Supplier:

BIDDER	L1	L2	L3	TOTAL
PERCENTAGE ALLOCATION	50%	30%	20%	**100%**

III-When L1 is Class I Local Suppliers and L2, L3 are Class II Local Supplier/Non Local Supplier:

BIDDER	L1	L2	L3	TOTAL
PERCENTAGE ALLOCATION	50%	30%	20%	**100%**

IV-When L1 and L3 are Class I Local Suppliers and L2 is Class II Local Supplier/Non Local Supplier:

BIDDER	L1	L2	L3	TOTAL
PERCENTAGE ALLOCATION	50%	30%	20%	**100%**

V-When L1 is Class II Local Suppliers/Non Local Suppliers and L2 & L3 are Class I Local Supplier:

BIDDER	L1	L2	L3	TOTAL
PERCENTAGE ALLOCATION	50%	30%	20%	**100%**

Note:

All the above scenarios are indicative in nature for the purpose of compliance of Public procurement (preference to Make in India) order issued by DPIIT dated 16.09.2020 and Manual for Procurement of Goods (Updated June 2022) and Bank reserves the right to modify the distribution % basing on the emergence of any new scenario.

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CORRIGENDUM-I Dated 13.07.2023.

Sr. No.	RFP Page No	RFP Clause No.	Existing Clause as per RFP phase XVI dated 23.06.2023.	Revised Clause as per Corrigendum dated 13.07.2023.
1	12	1.9	New clause added	**Bidder shall be responsible for compliance of all the statutory and regulatory requirements of procurement guidelines of India.**
2	12	1.10	New clause added	**All the compulsory certificates to be submitted by bidders as and when required by the Bank.**
3	70	65.00	New clause added	**GENERAL INDEMNITY**
4	85	1.1.0	9th Generation Intel® Core™ i5 Processor or higher with minimum 3.3 GHz and 3 MB cache or above. Vendor to provide the supported OS/patching related software/ hardware upgrades without any cost to the Bank during the contract period. Higher Processor Means Higher or above is clarified from below example: 10th generation i5 processor is considered higher. 9th Generation i7 processor is considered higher. 6th or lower Generation i7 processor is not considered higher.	9th Generation Intel® Core™ i5 Processor or higher with minimum 3.3 GHz or above and 3 MB cache or above is permitted. **The minimum specified GHz in Turbo mode is permitted.** Vendor to provide the supported OS/patching related software/ hardware upgrades without any cost to the Bank during the contract period. Higher Processor Means Higher or above is clarified from below example: 10th generation i5 processor is considered higher. 9th Generation i7 processor is considered higher. 6th or lower Generation i7 processor is not considered higher.
5	85	2.2.0	S&G / KABA/ Securam (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. Lock should be programable from a central system to generate OTC as per the schedule by Bank / CIT. Any key/ hardware required to operationalize and use OTC must be supplied with the machine	S&G / KABA/ Securam (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. Lock should be programable from a central system to generate OTC as per the schedule by Bank / CIT. Any key **hardware tool (like Bluetooth dongle / devise for usage of OTC) / token** required to operationalize and use OTC must be supplied with the machine. **Bidder may prefer to use such OTC locks which are not dependent on any physical key(s) or these physical key(s) are easily available in the market.**
6	86	3.1.0	Bunch Note Accepting and dispensing with capacity minimum 200 notes at one time and accepting / dispensing all denominations Rs.50, Rs.100, Rs. 200/-, Rs. 500/-, Rs 2000, as well as new denominations, if any, issued subsequently without any extra cost to the Bank. All cassettes should be adjustable to hold and dispense the currency notes if dimensions of currency notes are changed without any additional component requirement.	Bunch Note Accepting and dispensing with capacity minimum **up to atleast 200 currency** notes at one time and accepting / dispensing all denominations Rs.50, Rs.100, Rs. 200/-, Rs. 500/-, Rs 2000, as well as new denominations, if any, issued subsequently without any extra cost to the Bank. All cassettes should be adjustable to hold and dispense the currency notes if dimensions of currency notes are changed without any additional component requirement.

Sr. No.	RFP Page No	RFP Clause No.	Existing Clause as per RFP phase XVI dated 23.06.2023.	Revised Clause as per Corrigendum dated 13.07.2023.
7	86-87	3.4.0	Each recycling cassette should hold minimum of 2500 currency notes. Minimum 5 recycling cassettes or higher; out of which minimum 4 should be having recycling capability ab-initio. Out of which, Bank may use one cassette as only "Acceptance Cassette'. All recycling cassettes should be having equal capacity to hold notes- (including only Acceptance box/ UAB/ AB.) And minimum 1 separate cassette/bin for rejected notes. And minimum 1 separate cassette/bin for impounded / counterfeit notes and retracted notes having at least one separate bin (compartment) for counterfeit notes. All cassettes/bin including divert/reject/counterfeit etc. should be with lock and key & latch.	Each recycling cassette should hold minimum of 2,500 currency notes. Minimum 5 recycling cassettes or higher; out of which minimum 4 should be having recycling capability ab-initio and Out of which, Bank may use one recycling cassette as only "Acceptance Cassette', reject / retract Cassette, mixed denomination cassette (Universal cassette) etc. All recycling cassettes should be having equal capacity to hold currency notes. (including only Acceptance box/ UAB/ AB.) And minimum 1 separate cassette/bin for rejected notes. And minimum 1 separate cassette/bin for suspected / impounded / counterfeit notes with at least 200 currecncy notes capacity. and retracted notes having at least one separate bin (compartment) for counterfeit notes. All cassettes / bin including divert / reject / counterfeit etc. should be with lock and key & latch.
8	87	3.7.0	Cassettes capacity of minimum 2500 notes per cassette or above with total capacity of minimum 12,500 notes or above. Retract cassette capacity of minimum 1000 notes.	Recycling cassettes capacity of minimum 2,500 notes per cassette or above with total capacity of minimum 12,500 notes or above. Retract cassette, if any should have capacity of minimum 600 notes.
9	88	3.14.0	Minimum 5 deposit cassettes should be having recycling capability ab-initio. In case the Bank decides to enable / disable the recycling feature of the machine, the vendor should undertake to enable / disable the facility immediately without any cost to the Bank.	Minimum 4 out of total 5 recycling cassettes should be having configured with recycling capability ab-initio.' In case the Bank decides to enable / disable the recycling feature of the machine, the vendor should undertake to enable / disable the facility immediately without any cost to the Bank.
10	88	3.18.0	In case of any transaction being timed out, the cash accepted by the Cash Recycler must not be delivered back to the depositor but rest in Reject / Retract bin for subsequent reconciliation by the Branch.	In case of any transaction being timed out, the cash accepted by the Cash Recycler must not be delivered back to the depositor but rest in Reject / Retract / Universal bin for subsequent reconciliation by the Branch.
11	88	3.22.0	Additional 5 cassettes +1 Reject bin + 1 counterfeit/retain bin to be provided. All with lock and key.	Additional 5 Recycling cassettes +1 Reject / Retract bin, if any + 1 counterfeit / retain bin to be provided. All with lock and key.
12	88	3.25.0	Cash Recycler should support dual denomination recycling for each cassette i.e. Machine should be capable of supporting 8 denomination recycling	Clause made optional.

Sr. No.	RFP Page No	RFP Clause No.	Existing Clause as per RFP phase XVI dated 23.06.2023.	Revised Clause as per Corrigendum dated 13.07.2023.
13	95	12.5.0	ADWMs 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 ADWM Software.	Functionality made optional.
14	98	21.1.2	2 x Double Pick Module, and 5 currency cassettes and reject bin with lock & key(1 set)	2 x Double Pick Module, and 5 currency cassettes and reject bin with lock & key(1 set) All 5 recycling cassettes, counterfeit bin and any other cassette / bin should be detachable / taken out from the machine's currency vault to implement cassette swap.
15	108	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, UPS and its batteries. (The list is illustrative and not exhaustive).	Scheduled visits for checking site's condition in respect of door, door handle, external glass, visual merchandise, access lock, electrical fittings, earthing, UPS and its batteries. (The list is illustrative and not exhaustive).
16	121	1.2.2.2.3	13. Card Embossing Units	Clause deleted.
17		Appendix F. Indicative Price Bid 2.d	Indicative Price Bid 2.d (Annexure F, F1, F2)	**Revised indicative price bid updated in RFP document.**
18	159-161	Appendix H- MAF	MAF	**Revised Appendix-H updated in RFP document.**
19	162-163	Appendix - I & I2	Appendix - I & I2	**Revised Appendix-I & I2 updated in RFP document.**
20	244	Appendix S	Appendix S	**Revised Appendix-S updated in RFP document.**
21	10, 17, 18, 32, 39, 109, 114, 118,		Fast charging SMF Batteries	Fast charging SMF**/ Lithium-ion** Batteries

REPLY OF PREBID QUERIES

Sl no.	RFP Page no.	RFP clause no.	Existing Clause	Query/Suggestions	Bank's response
1	3	6	Last date and time for Bid submission Upto_17.00 (time) on 21st July, 2023	Request Bank to provide 2 weeks' time period for bid preparation. Request Bank to extened bid submission date to 28th July 2023.	As per RFP
2	4	13. Performance Bank Guarantee (PBG).	08% of Total Cost of Ownership (TCO) for the entire period of the contract	Request to consider: Please consider 3% for PBG because all goods will be delivered on 3 months and Warranty is only for 01 year.	As per RFP
3	6	Schedule of Event	The terms and conditions written in this RFP document shall supersede any conflicting terms and conditions mentioned in GeM portal. The Bank's interpretations and decisions will be final and binding on the bidders.	As per GEM portal, H1 vendor will not be qualified for next round of evaluation. So please suggest, if the same will be applicable. Will this be applicable, if only 4 or less bidder participates.	As per RFP.
4	8		All the procurements for New ADWMs installation/replacement through this Request For Proposal (RFP) under Global Tender Enquiry (GTE)	We request the Bank to refer to provisions of public procurement (preference to make in India) order 2017 revision dated 16th Sept 2020 and procurement policy updated as on June 2022 and clarification given by DPIIT from time to time ,There is enough manufacturing players with production capacity in country who are not only catering to the domestic requirement but also exporting to other countries and hence we request the bank to restrict the RFP to an OTE rather than GTE	As per RFP

		1.1.5.	Comprehensive AMC of ADWMs machine, UPS and Batteries with spare parts replacements, cassettes and/or machine replacement without additional cost to the bank for the entire contract period and any extensions thereof (Contract extensions at the sole discretion of the Bank). The procurement will be for a period of 7 years and extension up to 3 years at the sole discretion of the Bank from the date of installation of the ADWMs. The date of installation will be considered as the date on which the ADWMs becomes cash live.	We request bank to consider tech-live date as installation done. The cash loading will be done by branch. The bidder doesn't have control on cash-live.	As per RFP
5	10				
		1.1.3	Provision of additional set of lockable cassettes with lock and key (recycling cassettes, reject bins, retract bin / counterfeit bin, any other type of cassette / bin / component holding currency) for each machine as and when required by the Bank to implement RBI cassette swap guidelines.	Bank to provide enough time for arranging the cassettes as & when required by Bank. We would recommend Bank to procure the additional set of cassettes alongwith Machine only, as distribution of cassettes shall be much easier/ smoother.	As per RFP
6	10				
		1.1.4	Machine should be capable of functioning in a Transportation Medium (like Vehicle, Jetty, Boat etc.,)	It will be highly challenging to deploy ADWMs in Jetty, boat etc. as there wont be too much of movement happening & no stability.	As per RFP
7	10				

		1.1.5	Comprehensive AMC of ADWMs machine, UPS and Batteries with spare parts replacements, cassettes and/or machine replacement without additional cost to the bank for the entire contract period and any extensions thereof (Contract extensions at the sole discretion of the Bank).	Consumables are not covered under AMC. Hence Cassette, batteries should be excluded	As per RFP
8	10				
9	10	1.1.5	Machine should be capable of functioning in a Transportation Medium (like Vehicle, Jetty, Boat etc.,)	FLM or any other Services for machines placed at such locations would be challenging and there might be infra support & delay due to access issues. Request such uncontrollable/non-MSP attributable factors to be considered for Exclusion on such instances. Please confirm the same.	As per RFP
10	10	1.1.4	Machine should be capable of functioning in a Transportation Medium (like Vehicle, Jetty, Boat etc .,)	Request Bank to help with percentage of machines that they intend to put on transportation Medium	As per RFP
11	10	1.1.4	Machine should be capable of functioning in a Transportation Medium (like Vehicle, Jetty, Boat etc.,)	ADWMs are designed to work at non movable sites such as ATM Room, Lobby or branches. There is possiblity of delecate parts / sensors of the ADWMs getting damaged / misaligned and impact on overall performance, if installed in a transportation medium (like Vehicle, Jetty, Boat etc.,). Hence, request to remove this clause.	As per RFP

12	10		All the procurements for New ADWMs installation/replacement through this Request For Proposal (RFP) under Global Tender Enquiry (GTE) will be for the period of seven years from the date of installation, which can be extended upto 10 years (i.e. upto another three years after base 7 years period in one or more tranches), at the sole discretion of the Bank.	Request Bank to modify the clause as - All the procurements for New ADWMs installation/replacement through this Request For Proposal (RFP) under Global Tender Enquiry (GTE) will be for the period of seven years from the date of installation, which can be extended upto 10 years (i.e. upto another three years after base 7 years period in one or more tranches), upon mutual agreement.	As per RFP
13	10	1.1.5	The procurement will be for a period of 7 years and extension up to 3 years at the sole discretion of the Bank from the date of installation of the ATMs	While SBI can excerise the option of extension , however, once SBI decides extension shall happen on mutual terms only .	As per RFP
14	11	1.1.6	Old machine(s) under buyback, wherever applicable, should be de-grouted and disposed off as per e-waste policy of the Bank	Request to share the number of such machines which we will have to buy-back. Please also share machine details	As per RFP, The number will be shared with Sucessful bidders.
15	12	2.3	Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.	Request bank , The changes in RFP should be carried out only after prior intimation to the Bidder.	As per RFP Any amendment in the RFP will be adequately publicised.
16	14	3.15	"Annual Maintenance Contract (AMC)" means It would be the annual cost of maintenance of equipment (Hardware & Software) and Services associated thereto and annual maintenance contract is a business arrangement for ongoing maintenance agreed by the manufacturing facility and service	Request to share the scope of FLM services. This is required because Cash management is not in the scope of the RFP hence access to lower hood will not be possible.	As per RFP

			provider including First Line Services (FLM), Supply of Consumables etc		
17	15	3.22	ADWMs Loss Liability Limit" means the maximum amount of ADWMs Provider's liability for an ADWM Loss. The ADWMs Loss Liability Limit is Rs.1,00,00,000/- (Rupees One crore only) per ADWM.	Requesting bank the penalty shall be applicable only in case of bidder is responsible.	As per RFP
18	15	3.21	The amount of ADWM Loss does not include the face value of stolen, lost or destroyed negotiable instruments or other items of value, or any loss of any nature to the extent such loss results from:	Please also include: (a) Any issues related to the site which had caused damage to ADWM, (b) Force Majeure, (c) Damage done by Bank officials, customers or any other party appointed by the Bank apart from MSP	As per RFP. Sufficient exclusions are already covered under RFP.
19	15	3.22	"ADWMs Loss Liability Limit" means the maximum amount of ADWMs Provider's liability for an ADWM Loss. The ADWMs Loss Liability Limit is Rs.1,00,00,000/- (Rupees One crore only) per ADWM.	1 cr for loss liability limit is too high. We request Bank that liability be capped at cost of ADWM + average cash in ADWM vault	As per RFP
20	15	3.22	"ADWMs Loss Liability Limit" means the maximum amount of ADWMs Provider's liability for an ADWM Loss. The ADWMs Loss Liability Limit is Rs.1,00,00,000/- (Rupees One crore only) per ADWM	we request bank to reduce the liability amount per ADWM to maximum capacity of the machine	As per RFP

21	15	3.22	"ADWMs Loss Liability Limit" means the maximum amount of ADWMs Provider's liability for an ADWM Loss. The ADWMs Loss Liability Limit is Rs.1,00,00,000/- (Rupees One crore only) per ADWM.	Request Bank to modify the clause as - "ADWMs Loss Liability Limit" means the maximum amount of ADWMs Provider's liability for an ADWM Loss. The ADWMs Loss Liability per ADWM shall not exceed the total of all payments made by the Bank to the ADWMs Provider under the Agreement during the six (6) month period immediately prior to the time at which the claim or action was raised by the Bank for the products or services against which such claim or action was asserted.	As per RFP
22	17	5.4	A penalty of Rs 10,000/- per day will be imposed on the selected bidders if their machines are either undelivered or not tested for MVS, EPS, OMS, Other software and OEM / Native software within the prescribed timelines. The Bank, however, has the discretion to review the penalty.	Penalty should not be applicable for the reasons not attributable to bidder	As per RFP.\n\nAs mentioned in the clause , the Bank has the discretion to review the penalty. Bank shall decide the reasons not attributable to bidder and Bank decision in this is regard will be final and binding to bidder.

		3.21	ADWM Loss means loss of Valuables from a single ADWM in respect of which the services are provided. The amount of a ADWMs Loss is the face value of the Currency, plus the reasonable cost of reconstructing the negotiable instruments or other items of value (including re-issuance and stop-payment fees), stolen, lost or destroyed as a direct result of the Occurrence. ADWMs Losses do not include any loss of Valuables occurring outside the immediate physical proximity of the ADWMs, including but not limited to losses occurring while such Valuables are in transit or are in storage at a vault or similar location. The amount of ADWM Loss does not include the face value of stolen, lost or destroyed negotiable instruments or other items of value, or any loss of any nature to the extent such loss results from: a) ADWMs equipment malfunction in respect of non-ADWMs Provider machines. b) mistakes in ADWMs loading including, without limitation, Currency dispensed due to mis-loaded	Bidder submits that it shall not be held responsible for the any cash loss except for the cases when Bidder's employee's / agent / subcontractor commits theft etc as it is not a managed services contract . The scope is limited to supply of CR & AMC .	As per RFP.
23	15		denominations, mis-configured		

cassettes, or mis-loaded cassettes.
c) discrepancies between network reports and ADWMs bill counter totals (in the event of such discrepancies, bill counter totals shall be
deemed conclusive);
d) Bank's mistakes in verification.
e) burglary; or
f) damage from breakage and
g) vandalism.

24	15	3.22	"ADWMs Loss Liability Limit" means the maximum amount of ADWMs Provider's liability for an ADWM Loss. The ADWMs Loss Liability Limit is Rs.1,00,00,000/- (Rupees One crore only) per ADWM.	We request Bank to remoe this clause or revisit the Loss Liability limit of Rs. 1,00,00,000/- (One Crore Only) per ADWM. Its too high.	As per RFP
25	16	3.24	Warranty Effective Date" means the date when the machine is cash-live i.e. commencement of cash withdrawal and cash deposit (both) transactions.	Requesting bank to consider delivery date +15 days as warranty date.	As per RFP
26	16	3.33.	Commencement of Services" shall mean the date on which the newly commissioned machine under this RFP is made "cash-live" and available for customer cash transactions. "Cash-live" means that the cash deposit and cash withdrawal transactions are carried out successfully at ADWM/ADWMs.	Requesting bank to consider any financial transaction as commencement of service	As per RFP
27	16	3.24	"Warranty Effective Date" means the date when the machine is cash-live i.e. commencement of cash withdrawal and cash deposit (both) transactions.	Request Bank to modify the clause as - "Warranty Effective Date"means the date when the machine is cash-live i.e. commencement of cash withdrawal and cash deposit (both) transactions or machine is deemed installed (if machine is delivered and not installed within 15 days for the reasons not attributable to vendor).	As per RFP
28	17	5.3	The agreement shall be stamped as applicable in the State where it is executed	Request bank that the stamp duty shall be borne equally by both the parties.	As per RFP

		5.4	A penalty of Rs 10,000/- per day will be imposed on the selected bidders if their machines are either undelivered or not tested for MVS, EPS, OMS, Other software and OEM / Native software within the prescribed timelines. The Bank, however, has the discretion to review the penalty	Requesting bank The penalty shall be applicable only in case the delay is due to Bidder and shall be subject to capping of Rs.10,000/-	As per RFP. As mentioned in the clause , the Bank has the discretion to review the penalty. Bank shall decide the reasons not attributable to bidder and Bank decision in this is regard will be final and binding to bidder.
29	17				
		5.2 a	(a) Bidders shall source ADWMs machines (cash recyclers), UPS & fast charging SMF batteries, additional set of new cassettes and such other items which are preferably available locally.	We request the Bank to amend this clause to "Bidders shall source ADWMs machines (cash recyclers), UPS & fast charging SMF batteries, additional set of new cassettes and such other items from local OEM"	As per RFP
30	17				
		5.4	Bank's Multi-vendor Software (MVS), EPS, OMS, Other software testing will be a criterion for the successful bidders. The successful bidders must deliver 2 machines with 2 UPSs + Fast Charging SMF Batteries with at least 8 hours backup (having Integrated Power Management feature) for testing at the Bank's ATM test Lab located in CBD Belapur Navi Mumbai within 10 days (calendar days) from the issuance of Letter of Intent(LOI) and the machines have to be tested successfully for Bank's MVS platform including completion of EMV L3 certification from all the	The Bidder will provide the XFS and the OS as per the RFP requirement and all necessary technical support during testing however MVS testing is Bank's solution providers responsibility and any changes required to be made by the solution provider delays the testing . We request Bank to to please consider all these reasons which not attributed to the bidder to be exempted from the time period provided for testing	As per RFP. As mentioned in the clause , the Bank has the discretion to review the penalty. Bank shall decide the reasons not attributable to bidder and Bank decision in this is regard will be final and binding to bidder.
31	17				

			scheme (wherever necessary) within 45 days (calendar days) of delivery of machines. A penalty of Rs 10,000/- per day will be imposed on the selected bidders if their machines are either undelivered or not tested for MVS within the prescribed timelines. The Bank, however, has the discretion to review the penalty.		
32	17	17. AWARD CRITERIA AND AWARD OF CONTRACT:	The Bank intends to allocate the procurement quantity among Maximum of Three (03) Bidders (L1, L2 & L3). The Bidders will be selected as L1, L2, L3,on the basis of the total cost of ownership (TCO) price discovered in the Reverse Auction, provided L2, L3, match the Reverse Auction TCO rate of L1, including all the line-item wise rates of L1 (i.e., discovered rate of the Indicative Commercial Bid). The allocation of percentage and Number of ADWMs shall be as per the following	Request to consider: Please consider L4 in this tender as SBI did on Cash dispenser Tender.	As per RFP
33	18	5.5	During testing of the supplied machine in the Bank's IT-Lab, if the machine is found to be incompatible with Bank's existing MVS, EPS, other software, and		As per RFP

			despite several developments / customizations / modifications by the OEMs, the machine remains incompatible		
34	22	10.1.5	The decision of the bank regarding 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 or the place of execution of documents.	We request Bank to consider changing jurisdiction at Mumbai instead of Delhi.	As per RFP
35	28	17.1	The Bank intends to allocate the procurement quantity among Maximum of Three (03) Bidders (L1, L2 & L3).	Considering the Timelines for Project execution we request the Bank to make it atleast 4 bidders (L1,L2,L3 and L4) similar like the recent RFP for 6750 Cash Dispensers	As per RFP
36	30	17.8	The successful bidder shall be required to enter into a Bank's Standard contract / SLA Service Level Agreement as per the clauses provided in RFP with the Bank, within 30 days from the date of Bank's communication in this regard or within such extended period as may be decided by the Bank along with the letter of acceptance, Non-Disclosure Agreement, Performance Bank Guarantee for the amount and validity as desired in para 26 (i) and strictly on the lines of format given at Appendix-J and other terms and conditions as may be determined by the Bank to be	Requesting bank Successful Bidder shall be provided opportunity to include safeguarding clauses in to Agreement for protecting its interests. Also, timeline of 30 days to conclude/execute agreement is too short. Request Bank to remove such timeline for execution of contract.	As per RFP

			necessary for the due performance of the work in accordance with the Bid and acceptance thereof. The contract/ agreement will be based on Bidders' offer document with all its enclosures, modifications arising out of negotiation /clarifications etc and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc.		
37	30	17.11	Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG	We request the bank to consider providing prior notice to the bidder with a view to enable bidder to remedy any failure/ breach before the Bank initiates action under this clause.	As per RFP
38	37	20.3	20.3If any change in the work is likely to result in reduction in cost, the parties shall agree in writing to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.	The cost, once the Services is started shall be discussed and decided mutually between the parties.	As per RFP
39	38	22.1.4 [Table Pribid Item No. 1a, b,c and d]	Perpetual Client License - OEM Native Application with warranty and its AMC for six years and extension thereof.	The word 'perpetual' to be deleted as Successful Bidder will be responsible for OS till the term of services.	As per RFP

		26.3	If Service Provider fails to submit Performance Bank Guarantee within the stipulated time schedule as specified in this Agreement , the Bank may without prejudice to its other remedies under the Agreement , and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the project cost , 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	Before invoking Bank Guarantee, Bank should provide cure period of minimum 30 days to rectify the breach/obligations/commitments, if any. Further, Bank should be entitled to invoke Bank Guarantee only in proven breaches by the Bidder.	As per RFP
40	40		consider termination of the Agreement.		
		26.1	Performance Bank Guarantee [PBG] of the amount 08% of the Total Cost of Ownership (TCO) based on the Final reverse auction price (which shall be calculated and advised by the Bank to Selected Bidder(s)with validity period of 96 months.	We request the Bank to limit the PBG amount to 3% of Total Cost of Ownership. We request the the Bank to considered the PBG for 36 months and renewal every 36 months thereof for the balance period of 60 months. The PBG also should be for the services availed during the year and exclude the Capex Procurement.	As per RFP
41	40				

42	40	26.1	Performance Bank Guarantee [PBG] of the amount 8% of the Total Cost of Ownership (TCO) based on the Final reverseauction price (which shall be calculated and advised by the Bank to Selected Bidder(s)with validity period of 96 months(including claim period).	Considering its a large RFP where sucesfull bidder will at least supply 1000 plus machines plus services , Bidder recommends that: 1. requirement of PBG should be segreagated (for machines and Services) . Once installation is complete and fully functional only then BG for AMC service should be required and 2. Such long period BG vaidity as such is not possible, and therefore, Bidder submits that Bank should consider seeking annual bank gurantee	As per RFP
43	42	29.5	the Bidder shall take remedial measures including upgradation of any of the components there under, including replacement thereof, at no additional cost to the Bank within a fortnight from the date of notification of the same to the vendor. All upgradations will be done by the vendor free of cost and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor. The vendor should ensure that the product meets the requirements of the Bank as envisaged in the RFP.	Providing solution within fortnight is highly challenging. Request Bank to at least provide 1 month timeline to share the solution. We need to diagnose or test each parameter before providing the solution	As per RFP
44	43	29.9	In addition to the penalty on delayed supplies, Bank also reserves the right to cancel the Purchase Order and forfeit the EMD. In the event of such	Before cancellation of order the Bank shall provide written notice with a view to provide opportunity to cure any breach/ delay.	As per RFP the Bank does provide notice before cancelling the purchase order.

			cancellation, the vendor is not entitled to any compensation, whatsoever.		
45	44	30.6	Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS/hardware/ software/ Operating System / Middleware etc) as and when released by the Vendor/ OEM or as per requirements of the Bank or any statutory Government body without any additional cost. Bidder should bring to notice of the Bank all releases/ version changes. All upgradations will be done by the vendor free of cost and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price	In case if additional costs are involved same shall be mutually discussed by the Parties.	As per RFP
46	44	30.6	All upgradations will be done by the vendor free of cost and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor. For example, if the ADWMs needs to be upgraded on operating system or any other component etc. which is already a part of the end point (like RAM, card reader, anti-skimming	Request Bank to provide more clarity on this point. As in future, if the existing device need to be replaced because of any regulatory norms, then same will have to be done at no cost to Bank. This will be highly challenging to accept this clause with respect to Biometric, NFC etc. device	As per RFP

			solutions, Biometric, contactless reader, new features in DVSS cameras etc.), this must be done by the vendor free of cost		
47	44	30.6	Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS/hardware/ software/ Operating System / Middleware etc) as and when released by the Vendor/ OEM or as per requirements of the Bank or any statutory Government body without any additional cost. Bidder should bring to notice of the Bank all releases/ version changes. All upgradations will be done by the vendor free of cost and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor. For example, if the ADWMs needs to be upgraded on operating system or any other component etc. which is already a part of the end point (like RAM, card reader, anti-skimming solutions, Biometric,	The Bidder cannot envisage future requirements and hence Upgrades too be agreed at a mutually agreed price. The Upgrade of any hardware and related software required due to any compliance or standard changes will be considered as new Hardware and will be at mutually agreed price.

e.g. Biometric Hardware or NFC hardware provided along with the ATM is as per the RFP requirement. However if the standards for Biometric and NFC changes tomorrow and for that if it is required to change the Hardware it should be considered as new hardware and should be agreed at a mutually agreed price. | As per RFP |

			contactless reader, new features in DVSS cameras etc.), this must be done by the vendor free of cost. If the ADWMs needs to be installed with extra Hardware such as QR code reader, Bar code reader, ink-stain technology in cassettes etc., as per regulatory guidelines, such installations can be done at mutually agreed price between the Bank and the vendor.		

		30.6	Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS/hardware/ software/ Operating System / Middleware etc) as and when released by the Vendor/ OEM or as per requirements of the Bank or any statutory Government body without any additional cost. Bidder should bring to notice of the Bank all releases/ version changes. All upgradations will be done by the vendor free of cost and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor. For example, if the ADWMs needs to be upgraded on operating system or any other component etc. which is already a part of the end point (like RAM, card reader, anti-skimming solutions, Biometric, contactless reader, new features in DVSS cameras etc.), this must be done	Please note the ADWMs will be supplied as per the technical specifications of the RAM, Card Reader, Biometric and Contactless Card Reader mentioned in the RFP. Any additional requirement of Bank for upgrading the RAM, Card Reader, Biometric and Contactless Card Reader will be a cost to bidder and should be done on mutually agreed chargeable basis only.	As per RFP
48	44		by the vendor free of cost.		

| 49 | 44 | 30.6 | Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS/hardware/ software/ Operating System / Middleware etc) as and when released by the Vendor/ OEM or as per requirements of the Bank or any statutory Government body without any additional cost. Bidder should bring to notice of the Bank all releases/ version changes. All upgradations will be done by the vendor free of cost and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor. For example, if the ADWMs needs to be upgraded on operating system or any other component etc. which is already a part of the end point (like RAM, card reader, anti-skimming solutions, Biometric, contactless reader, new features in DVSS cameras etc.), this must be done by the vendor free of cost. If the ADWMs needs to be installed with extra Hardware such as QR code reader, Bar code reader, ink-stain technology in cassettes etc., as per regulatory guidelines, such installations can be done at mutually agreed price between | To comply with any future guidelines, if any hardware or software upgradation is required, same shall be done at agreed price. Request Bank to amend this clause | As per RFP |

			the Bank and the vendor. Note: The Bank shall only pay for the initial procurement of such new hardware (and associated software/driver, if any) at the negotiated prices. The maintenance, repair and replacement of such procured hardware should be done by the vendor, without any cost to the Bank.		
50	45	30.11	The ownership of the software/firmware license and the hardware shall be that of the Bank from the date of delivery of the same to the Bank. In other words, wherever the ownership of the licenses/hardware is indicated, the name "State Bank of India" must appear to indicate that the	The Software's procured by Sacksful bidder shall be limited for the period of services, which shall expiry upon completion of term of services to the Bank. In view of this request Bank to revise the said clause as ownership shall always be with software / firmware company.	As per RFP

			Bank is the perpetual owner of the hardware/operating software/firmware, etc. associated with the hardware. Evidence in this regard must be submitted before the payment is released.		

| | | 31 | WARRANTY AND COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT: | Request Bank to consider addition of below clause for clarity: - Warranty period should commence upon the date of delivery and not from the date of acceptance. Below exclusions to warranty shall be considered:

 -Any issues resulting from theft attempt, negligence, misuse, or abuse, including the failure to operate and care for ADWMs in accordance with the manufacturer's power, environmental, and other specifications.
 -Movement of ADWMs by anyone other than Bidder.
 - ADWMs breakdown due to an alteration to ADWMs or use of an attachment not provided and/ or supplied by Bidder in writing to be compatible with ADWMs standard interfaces.
 - ADWMs is opened, tampered with or repaired by any person other than a person authorized by Bidder
 - Damage to or loss of currency cassettes not caused by Bidder
 - Damage caused by rodents or natural disasters
 - Data loss due to Virus or otherwise
 - Service calls resulting from the Errors, or omissions of the Bank or the Bank's cash in transit provider
 - Service Calls due to external circumstances such as water, fire, riots, accidents or environmental conditions including but not limited to improper power supply. | As per RFP |
| 51 | 45 | | | | |

| | | | | - Any miss-dispensation from the ATM or BNA, the liability for the same shall not be of the Bidder.
- Any improper handling by the Customer/ third party.
- Force Majeure events. | |

52	45	30.11	The ownership of the software/firmware license and the hardware shall be that of the Bank from the date of delivery of the same to the Bank. In other words, wherever the ownership of the licenses/hardware is indicated, the name "State Bank of India" must appear to indicate that the Bank is the perpetual owner of the hardware/operating software/firmware, etc. associated with the hardware. Evidence in this regard must be submitted before the payment is released.	We would like to submit that the supply of OS License is genuine and there will be COA sticker getting pasted on each and every ATM. There is no bank name in the OS license what gets procured hence Bank to look into this matter	As per RFP
53	45	30.9	All product updates, upgrades & patches shall be provided by the Bidder/ Vendor free of cost during warranty and Comprehensive AMC period.	To comply with any future guidelines, if any hardware or software upgradation is required, same shall be done at agreed price. Request Bank to amend this clause	As per RFP
54	46	37.1 RIGHT TO AUDIT:		The Right to Audit needs to be restricted only to the data or documents generated under this Agreement. And Audit needs to be after prior intimation.	As per RFP.
55	46	31.3	Comprehensive maintenance shall include, among other things, day to day maintenance of the system as per the Bank's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and	Request Bank to approve engineer visit cost for such activities. Bank can incorporate the per visit charges alongwith Machine shifting price list & shall remain static till the contract period	As per RFP

			configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc.		
56	46	31.4	Onsite comprehensive warranty, comprehensive AMC and extension of Comprehensive AMC thereof at the discretion of the Bank for the product would include free replacement of spares, parts, kits, resolution of problem, if any, in Product.	Consumable parts like Hood lock, currency cassette, Reject bin, Safe lock, Printer head etc are chargeable to the customer. We would request Bank to amend this clause accordingly.	As per RFP
57	46	31.6	Support (Warranty/ Comprehensive AMC) would be on-site and comprehensive in nature and must have back-to-back support from the OEM/Service Provider. Undertaking on the lines of Appendix-H of this RFP document is required to be submitted by the vendor, duly endorsed by the OEM that in case vendor fails to provide services then OEM shall provide the same at no extra cost, to the satisfaction of the Bank. The vendor will warrant products against defect arising out of faulty design, materials, etc. during the specified support period. The vendor will provide support for operating systems and other pre-	Parts which are gone bad due to poor site infra i.e. Power, Earthing, Short circuit, High temprature and the consumable parts like currency cassette, Reject bin, Safe lock are chargeable to the customer. We would request Bank to amend this clause accordingly	As per RFP

			installed software components/system software during the specified period of the hardware on which these software and operating system will be installed. The vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.		
58	47	31.9	The Bidder shall be agreeable for on-call/on-site support 24*7*365 and at the time of switching over from Production (PR) to Disaster Recovery (DR) and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.	Loss of down time due to PR to DR & Vice- Versa should not be included in penalty downime.	As per RFP.
59	47	32.1.4	Physical Security of the facilities	Request for clarity	As per RFP, Physical security includes activities like grouting of machines, consealment of wires, ensuring proper earthing to prevent short circuit fires etc.

60	47	32.1.4	Physical Security of the facilities	As we understand physical security of the site is under Bank's responsibility. Bank to please clarify	As per RFP, Physical security includes activities like grouting of machines, consealment of wires, ensuring proper earthing to prevent short circuit fires etc.
61	47	32.1.8	Data Encryption/Protection requirements of the Bank.	Bank is requested to clarify which data bank wants bidder to encrypt / protect and from endpoint to which path.	As per RFP. All type of data flows should be encrypted. Data flows like in
62	47	32.1.4	Physical Security of the facilities	We believe this is not in the scope of the bidder. Request Bank to remove this clause.	As per RFP, Physical security includes activities like grouting of machines, consealment of wires, ensuring proper earthing to prevent short circuit fires etc.
63	47	32.1.5	Physical and logical separation from other customers of the Vendor	We believe this is not in the scope of the bidder. Request Bank to remove this clause.	As per RFP
64	48	34	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	Bidder would like to clarify that any visit by Bank to BIDDER's facility or premises shall subject to BIDDER's code of conduct and policies and	As per RFP

			necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.	procedures, including but not limited to security principles, confidentiality etc.	
65	48	35.5	Terms of payment are given in Appendix – F1 – Payment Terms. Selected bidder must have an account with the State Bank of India and payment for all deliverables shall be credited to the account of the Successful Bidder(s) / Vendor(s).	As per RBI circular vide ref. no. DOR No. BP.BC/7/21.04.048/2020-21; opening of Current Account with multiple bank is restricted. Hence, request to remove this clause.	As per RFP, RBI guidelines must be complied with.
66	49	36.2.4	In the event of the product failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.	The reason for defect shall be solely attributable to the Bidder and not otherwise. Further, Bidder should be entitled for a cure period before Bank intends to invoke Bank guarantee for such defects.	As per RFP
67	51	38.1	As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit, deny and review the same. The bank may at any time during the contract may cancel the	There shall be no requirement of written approval in case successful bidder appoints its affiliate, subsidiaries or preferred vendors as sub-contractors. However, bidder shall be solely responsible to Bank for all acts carried out by its appointed sub-contractors.	As per RFP

			permission given for the subcontracting vendor.		

		38.1	38.1 As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit, deny and review the same. The bank may at any time during the contract may cancel the permission given for the subcontracting vendor.	MSPs would engage Vendors as per the availability & other factors as per the SOW, however MSPs would intimate bank about the Subcontracting agencies details along with their deliverables. Bank to consult MSPs and agree mutually before cancelling/rejecting any subcontractors to perform the SOW	as per RFP
			38.2 In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security/ statutory, RBI/MHA guidelines etc. requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details along with the copy of the executed Service Level Agreement (SLA) to the Bank and if required, Bank may evaluate the same.		
68	51				

38.3 In case of Sub-Contracting (if allowed by the Bank), the Service Provider shall provide the complete details of services sub contracted by it including the details of sub-contractor(s) and /or its agent to the Bank as and when requested.

38.4 In case of any requirement under scope of this RFP for operational efficiency, the Bank or its officials shall have right to directly contact / follow up / instruct to sub-contractor of the vendor and as such sub-contractor(s) shall respond to bank and follow banks instructions and shall take action accordingly. Vendor to take care of such clause in subsequent agreement with sub-contractor if any.

69	52	41	Limitation of Liability	Project cost is not mentioned. There is an unlimited liability. We suggest to cap the liability. Further, Service Provider should only be liable for actual and proven losses incurred by the Bank which are attributable to Service Provider and not otherwise.	As per RFP
70	52	41.2 (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	Compliance of Laws shall be restricted to the services rendered to the Bank under this Project and with such laws which are applicable for the Services and not otherwise.	As per RFP
71	52	39.1	The insurance shall be for an amount equal to 110 percent of the value of the Products from "Warehouse to final destination" on "All Risks" basis, valid for a period of one month after delivery and installation of products at the defined destination.	Request bank to consider insurance responsibility till ADWM gets deliver	As per RFP
72	52	41	LIMITATION OF LIABILITY:	We request the Bank to make Maximum liability capped up to preceding 12 months for the services giving rise to a particular liability. Exclusion: The limitation should not be applicable to breach of confidentiality and data security by both the parties along with willful misconduct or IPR infringement.	As per RFP

73	52	39.1	39 INSURANCE: The insurance shall be for an amount equal to 110 percent of the value of the Products from "Warehouse to final destination" on "All Risks" basis, valid for a period of one month after delivery and installation of products at the defined destination.	Please note upon delivery of the machine at site, the ownership / title of the equipment is transferred to Bank. Hence, the insurance will be valid till delivery of the machine only. Request bank to modify the clause as below. The insurance shall be for an amount equal to 110 percent of the value of the Products from "Warehouse to final destination" on "All Risks" basis, valid till delivery of the machine at site.	As per RFP
74	52	41.1	41 LIMITATION OF LIABILITY: The maximum aggregate liability of Service Provider, subject to clause 41.2, 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.	Request Bank to modify the clause as - 41 LIMITATION OF LIABILITY: The maximum aggregate liability of Service Provider, subject to clause 41.2, in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total of all payments made by the Bank to the Service Provider under the Agreement during the six (6) month period immediately prior to the time at which the claim or action was raised by the Bank for the products or services against which such claim or action was asserted.	As per RFP
75	52	41.2	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;	Request Bank to remove following clause - 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;	As per RFP

76	52	40	VALIDITY OF AGREEMENT: The Agreement/ SLA will be valid for the period of seven years including warranty and Comprehensive AMC which can be extended up to 10 years (i.e. upto another three years after base 7 years period in one or more tranches), at the sole discretion of the Bank.	Request Bank to modify the clause as - The Agreement/ SLA will be valid for the period of seven years including warranty and Comprehensive AMC which can be extended up to 10 years (i.e. upto another three years after base 7 years period in one or more tranches), upon mutual agreement.	As per RFP
77	53	41.2 (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	Compliance of Laws shall be restricted to the services rendered to the Bank under this Project and with such laws which are applicable for the Services and not otherwise.	As per RFP
78	53	42 Confidentiality		Request Bank to convert this clause reciprocal with a view to safeguard Bidder's confidential information shared during RFP process.	As per RFP
79	53	41.2 d	(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 The regulatory and statutory fines will be recovered from the vendor for the reasons attributable to the vendor under the product and services provided by the vendor to the Bank under the project.	We request the Bank to restrict the same to the statutory or regulatory guidelines issued by the bank as on date of the RFP. Any future guidelines by the regulator or Government will have to be tested and then only implemented as per mutually agreed commercial and time lines	As per RFP

80	54	43.3	Any delay in performing the obligation/ defect in performance by the supplier may result in imposition of penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document).	Termination or invocation of PBG shall be initiated only after prior written cure notice of 30 days with a view to provide opportunity to Successful Bidder to cure such breach or delay.	As per RFP
81	54	44.7	The Vendor shall treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in Appendix-N of this document.	Request Bank to consider making this clause reciprocal to safeguard Bidder's confidential information. Also, format of NDA format shall be reviewed mutually by the Parties before execution.	As per RFP
82	56	46.3	46.3. Subject to clause 46 (4) and 46 (5) 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.	As we are not the owner of the software, we cannot be in position to indemnify the bank for any IPR infrigement.The Bidder should be liable for actual, proven losses and for acts directly attributable to the Bidder and cannot be held liable for any indirect claims. Further, the indemnity should survive till the termination and/or expiration of the Agreement.	As per RFP

		46.6	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	Bank to provide with an understanding as to what kind of Intellectual Property Rights has been proposed herein. Any IPR developed by Bidder during the contract shall always remain with Bidder.	As per RFP
83	56				
		46.4	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	Bidder will: (a) at its expense defend bank against any IP Claim; and (b) indemnify bank by paying the damages, costs, and attorneys' fees with respect to the IP Claim that are either awarded against bank in a final, non-appealable court judgment, or required to be paid by bank in a settlement of the IP Claim that Bidder has agreed to in writing	As per RFP
84	56				

				expenses by counsel of its own selection.	
85	56	46.3		Subject to clause 46 (4) and 46 (5) 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.	Request Bank to modify the clause as - Subject to clause 46 (4) and 46 (5) of this RFP, Service Provider shall, at its own expenses, 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.	As per RFP

| 86 | 56 | 46.5 | 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. | Request Bank to modify the clause as -
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 : or
(iii) any combination with any other product not provided by Service Provider. | As per RFP |
| 87 | 56 | 46.6 | 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. | Request Bank to modify the clause as -
Service provider agrees that subject to Service Provider's ownership to pre-existing or independently developed inventions, designs, discoveries, writings and works, the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship made under this RFP., including all intellectual property rights, copyrights in and to any work made under this RFP. Any work made under this RFP shall be deemed to be 'work made for hire' under any Indian applicable copyright laws. | As per RFP |

		47		Either the penalty or Liquidated damages should be levied, Bank should not levy both. Further, before levying Liquidated damages or invoking Bank guarantee, Bank should provide reasonable period to cure the defect / delay, if any. Further, the Bidder shall be accountable for damages only if the reason for the same is directly attributable to the Bidder and not	As per RFP
88	57		LIQUIDATED DAMAGES	otherwise.	
89	57	47.1	If the Service Provider fails to deliver and perform any or all the Services within the stipulated time, as specified in the RFP/Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost payable under the agreement(Appendix M), as liquidated damages a sum equivalent to 0.5% of the total value of each order placed by the bank/ respective Circle(s) (from time to time) for delay of each week or part thereof maximum up to 5%of the said purchase order. Once the maximum deduction is reached, the Bank may consider termination of the particular purchase order or the Agreement	Bidder sbmits that liquidated damages for delay shall be applicable only for late delivery and or installation of machines . For services part a separate penalty regime is elsewhere present in the RFP.

For dealy (in delivery etc), liquidated damages should be restricted only to the value of the undelivered machines subject to maximum of 5% of the value of the undelivered machines (and not the PO value) | As per RFP |

90	62	51	TERMINATION FOR DEFAULT	We request the bank to include Bidder's right to terminate in case there is unreasonable delay beyond 60 days of undisputed invoices of the Service Provider by the Bank.	As per RFP Refer to clause no. 51.1 of the RFP
91	64	54.1	The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).	We also need to have right to for continence termination by 30 days notice.	As per RFP
92	64	54	54 TERMINATION FOR CONVENIENCE: i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). 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.	We request the Bank to reconsider and keep the termination by cause with remedial period.	As per RFP

		54	TERMINATION FOR CONVENIENCE: i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).	Request Bank to compensation vendor for non cancellable services towards which vendor had incurred expenses based on Bank's commitment under this RFP, in case Bank is terminating the Agreement without any reason attributable to the vendor.	As per RFP
93	64				
		60.2	The ADWMs reports should clearly indicate the cash dispensation/ deposit status in case of any incorrect dispensation/ deposit due to faulty functioning of the machine, the vendor should make good the loss within 30 days from the date of reporting of incidents and take corrective measures immediately. The Bank should not suffer loss due to any defect of the machine. The Bank's decision regarding faulty functioning of the machine will be final and binding on the bidder. In case the defect resolution requires development / R&D from OEM of the ADWMs, the bidder should ensure that the OEM does the required development within the stipulated time agreed by the Bank. A penalty of Rs.1000 per day per non-complied machine shall be applicable for delay after the agreed stipulated timeframe.	The recurring penalty mentioned in this clause shall have capping as bidder cannot assume unlimited liability.	As per RFP
94	67				

		60.2	The ADWMs reports should clearly indicate the cash dispensation/ deposit status in case of any incorrect dispensation/ deposit due to faulty functioning of the machine, the vendor should make good the loss within 30 days from the date of reporting of incidents and take corrective measures immediately. The Bank should not suffer loss due to any defect of the machine. The Bank's decision regarding faulty functioning of the machine will be final and binding on the bidder. In case the defect resolution requires development / R&D from OEM of the ADWMs, the bidder should ensure that the OEM does the required development within the stipulated time agreed by the Bank. A penalty of Rs.1000 per day per non-complied machine shall be applicable for delay after the agreed stipulated timeframe	Request bank to share such case for verification.	As per RFP
95	67				

		60.2		60 RIGHT TO USE DEFECTIVE PRODUCT The ADWMs reports should clearly indicate the cash dispensation/ deposit status in case of any incorrect dispensation/ deposit due to faulty functioning of the machine, the vendor should make good the loss within 30 days from the date of reporting of incidents and take corrective measures immediately. The Bank should not suffer loss due to any defect of the machine. The Bank's decision regarding faulty functioning of the machine will be final and binding on the bidder. In case the defect resolution requires development / R&D from OEM of the ADWMs, the bidder should ensure that the OEM does the required development within the stipulated time agreed by the Bank. A penalty of Rs.1000 per day per non-complied machine shall be applicable for delay	EJ and switch log maintainenace for cash dispensation / deposit status is MVS solutoin provider's responsibility and ADWM OEM is not responsible. Request bank to remove penalty of Rs.1000 per day	As per RFP
96	67			after the agreed stipulated timeframe.	

97	76	5 ELIGIBILITY AND TECHNICAL CRITERIA:	5. Bidder should have experience of minimum 3 years in supply and installation of ADWMs(i.e. cash recyclers) and its Maintenance in India out of last 5 years as on 31.3.2023	Request to consider: As SBI is considering this tender as GTE tender, we are requesting SBI also consider Global Experience, so we are requesting the Bank to modify this term as below: 5. Bidder should have experience of minimum 3 years in supply and installation of ADWMs(i.e. cash recyclers)/**CDM (Cash Dispenser Machines)** and its Maintenance in India out of last 5 years as on 31.3.2023	As per RFP.
98	77	8	Appendix-B : Bidder's Eligibility Criteria Bidder to submit OEM's Certificate cum Letter of undertaking. Upload Document OEM's Certificate cum Letter of undertaking on their letter head in this regard as per Appendix S4 (Strictly without any change)	Appendix -S-4 is OEM 24X7 Helpdesk. We believe it should be Appendix S-3 : OEM Undertaking. Please clarify.	As per RFP.
99	77	10 Equipment to be provided should be working on Base-24 Switch	(b) Self-declaration of OEM required - If the proposed model of ADWMs is new and not installed in any other scheduled commercial bank in India but earlier versions / previous model(s) of that OEM is/are currently working at SBI or in any other scheduled commercial bank in India.	Request to consider: (b) Self-declaration of OEM required - If the proposed model of ADWMs is new and not installed in any other scheduled commercial bank in India but earlier versions / previous model(s) CDM (Cash dispenser Machines) of that OEM is/are currently working at SBI or in any other scheduled commercial bank in India.	As per RFP.

100	78	11	Certificate(s) from Client(s) about: (a) Original Equipment Manufacturers of ADWMs/ CDM, their authorized distributors/ agents / partners in India with at least 7000 ADWMs/CDM installations worldwide/ globally as on 31.03.2023 and	We Request the Bank to amend the requirement similar to the requirement for CD RFP PH XV for 6750 Cash Dispenser's as"(a) Original Equipment Manufacturers of ATM / CD / CDM / Recycler (ADWM) their authorized distributors/ agents in India with at least 7000 ATM / CD/ CDM / Recycler (ADWM) installations in India / worldwide as on 31.03.2022 "	As per RFP.
101	78	11	b) A certificate of satisfactory performance from at least one Bank in India with installed base of at least 500 ADWMs (Cash recyclers)as on 31.03.2023 of a particular OEM and same/ previous version of the model as being offered to our Bank should be submitted.	We request Bank to modify the clause to a purchase order from atleast one bank for atleast 500 ADWM(cash recycler) as on on 31.03.2023 of a particular OEM and same/ previous version of the model as being offered to our Bank should be submitted. OR As in the recent CD RFP Bank has asked for a install base of 500 CD from single bank ,which is 0.23% of the total install base of 2.16 lacs CD's in the country, considering the same logic for Cash recycler the Bank should ask for 100 to 125 ADWM(CR) and hence we request Bank to Amend the clause to "A certificate of satisfactory performance from at least one Bank in India with installed base of at least 125 ADWMs (Cash recyclers)as on 31.03.2023 of a particular OEM and same/ previous version of the model as being offered to our Bank should be submitted.	As per RFP.

		12		As in the recent CD RFP Bank has asked for a 24 x 7 Helpdesk/Management Centre Support Setup for atleast 7000 CD/ATM/ADWM/CR ,which is 3.2% of the total install base of 2.16 lacs CD's in the country, considering the same logic for Cash recycler the Bank should ask for 1000 ADWM(CR) and hence we request Bank to Amend the clause to	As per RFP.
102	78		a. The Applicant or Applicant's Authorized Partner or OEM or OEM's Authorized Partner should have Online Helpdesk/Management Centre Support Set up - 24 x 7 in India and providing technical support services on phone at least 10,000 ADWMs and support centers at various locations .	"a. The Applicant or Applicant's Authorized Partner or OEM or OEM's Authorized Partner should have Online Helpdesk/ Management Centre Support Set up – 24 x 7 in India and providing Technical support services on phone at least 1000 ADWMs and support centers at various locations."	
103	78	11	Appendix-B : Bidder's Eligibility Criteria (B) {Duly signed Letter from the client as per Appendix S3	Please note Appendix-S3 is OEM Undertaking. Request to confirm the Appendix number	As per RFP.
104	78	12	Appendix-B : Bidder's Eligibility Criteria Upload Documents Bidder to provide the details as per Appendix S5	Appendix - S5 is Support for MVS, EPS, OMS. We believe it should be Appendix - S-4 - OEM 24X7 Helpdesk. Please clarify.	As per RFP.

105	78	11 Certificate(s) from Client(s) about:	(a) Original Equipment Manufacturers of ADWMs/ CDM, their authorized distributors/ agents / partners in India with at least 7000 ADWMs/CDM installations worldwide/ globally as on 31.03.2023 and b) A certificate of satisfactory performance from at least one Bank in India with installed base of at least 500 ADWMs (Cash recyclers)as on 31.03.2023 of a particular OEM and same/ previous version of the model as being offered to our Bank should be submitted.	Request to consider: (b) A certificate of satisfactory performance from at least one Bank in India with installed base of at least 500 CDM (Cash Dispenser)/ ADWMs (Cash recyclers)as on 31.03.2023 of a particular OEM and same/ previous version of the model as being offered to our Bank should be submitted.	As per RFP.
106	78	12 Eligibility Criteria	12 a. The Applicant or Applicant's Authorized Partner or OEM or OEM's Authorized Partner should have Online Helpdesk/Management Centre Support Set up - 24 x 7 in India and providing technical support services on phone at least 10,000 ADWMs and support Centers at various locations	Request to consider: 12 a. The Applicant or Applicant's Authorized Partner or OEM or OEM's Authorized Partner should have Online Helpdesk/Management Centre Support Set up - 24 x 7 in India and providing technical support services on phone at least 10,000 CDM/ADWMs and support Centers at various locations	As per RFP.
107	78	5 ELIGIBILITY AND TECHNICAL CRITERIA:	5.2 Bidder to note that: (a) Bidders shall source ATM machines (cash dispenser), UPS & fast charging SMF batteries, additional set of new cassettes and such other items which are available locally, only from class I/ class II local suppliers. Imported items	Request to consider: 5.2 Bidder to note that: (a) Bidders shall source ATM machines (cash dispenser), only from class I/ class II local suppliers. Imported items shall not be supplied for aforesaid items.	As per RFP

				shall not be supplied for aforesaid items.	
108	79	9		The Manufacturing facility of the OEM should have ISO 9001:2015 OR Equivalent international certification OR BIS- IS 13252: 2010 OR higher .	As per the government gazetted notification BIS certificate for ATM is mandatory(MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY (IPHW DIVISION) NOTIFICATION New Delhi, the 1st April, 2020 Subject: Addition of product categories to the Schedule of the "Electronics and Information Technology Goods (Requirements for Compulsory Registration) Order, 2012.) Request Bank to put this as a part of the technical bid submission	As per RFP
109	79	9		The Manufacturing facility of the OEM should have ISO 9001:2015 OR Equivalent international certification OR BIS- IS 13252: 2010 OR higher .	As per GEM documentation international certifications are not valid	As per RFP

		16	Appendix-B : Bidder's Eligibility Criteria The companies, bidding for the above tender, should have not been blacklisted by any of Government Authority/ Banks/ PSU/BFSI/Govt. Organization in India. The bidder shall give an undertaking (on their letter head) that they have not been blacklisted by any of the Govt. Authority or PSUs. Upload Document Bidder has to submit an undertaking to this effect duly notarized on applicable stamp paper of the state, signed by authorized Signatory / Company Secretary.	Request Bank to accept undertaking on bidder's letter head duly signed by authorized Signatory.	As per RFP
110	80				
		17	The bidder should ensure that there are no pending cases against the bidder involving cheating/ fraudulent activities. In case there are any such incidents, full details have to be furnished to Bank along with clarifications. Upload Document Bidder has to submit an undertaking to this effect duly notarized on applicable stamp paper of the state, signed by authorized Signatory / Company Secretary.	Request Bank to accept undertaking on bidder's letter head duly signed by authorized Signatory.	As per RFP
111	80				

		2.2.0			
112	83		S&G / KABA/ Securam (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. Lock should be programable from a central system to generate OTC as per the schedule by Bank / CIT. Any key/ hardware required to operationalize and use OTC must be supplied with the machine	Requesting bank to amend the clause to " Any Key required to operationalize and use OTC must be supplied with the machine" as it is part of machine. We request the bank to remove the word "hardware" as it has a vast meaning and not specific.	Corrigendum: S&G / KABA/ Securam (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. Lock should be programable from a central system to generate OTC as per the schedule by Bank / CIT. Any key / hardware tool (like Bluetooth dongle / devise for usage of OTC) / token required to operationalize and use OTC must be supplied with the machine. Bidder should prefer to use such OTC locks which are not dependent on any physical key(s).

			1.1.0	9th Generation Intel® Core™ i5 Processor or higher with minimum 3.3 GHz and 3 MB cache or above. Vendor to provide the supported OS/patching related software/ hardware upgrades without any cost to the Bank during the contract period.	We request Bank to include the Turbo speed under this specification so that embedded processors can work which are far less power consuming and has long term support from OEM, Intel	**Corrigendum:** 9th Generation Intel® Core™ i5 Processor or higher with minimum 3.3 GHz or above and 3 MB cache or above is permitted. **The minimum specified GHz in Turbo mode is permitte**d. Vendor to provide the supported OS/patching related software/ hardware upgrades without any cost to the Bank during the contract period. Higher Processor Means Higher or above is clarified from below example: 10th generation i5 processor is considered higher. 9th Generation i7 processor is considered higher. 6th or lower Generation i7 processor is not considered higher.
113	83					

		1.2.0	8 GB DDR3 RAM or higher with scope to increase capacity in existing motherboard whenever required. There should be extra RAM slots in the motherboard to increase capacity whenever required.	We recommend to go with 16GB instead of 8GB	As per RFP
114	83				
		1.5.0	Microsoft Windows 11 else Microsoft windows 10 enterprise IOT LTSC 2019	Microsoft has not released LTSC (10 Year support) version of Win 11 hence we request Bank to limit this to Win 10. We also wanted to highlight that there is already Win 10 2021LTSC which is supported until 2032 which can be used by the Bank instead of Win 10 019 LTSC	As per RFP. as mentioned, bidder can provide windows 10 enterprise IOT LTSC 2019 or above with latest service pack, if Win 11 is currently not available.
115	83				

		1.1.0	9th Generation Intel® Core™ i5 Processor or higher with minimum 3.3 GHz and 3 MB cache or above. Vendor to provide the supported OS/patching related software/ hardware upgrades without any cost to the Bank during the contract period.	We will supply the processor as per the specification mentioned in the RFP. We request bank to allow us to use Core i3 6th Gen initially and later replace processor at no cost to Bank within 12 months from the date of PO.	**Corrigendum:** 9th Generation Intel® Core™ i5 Processor or higher with minimum 3.3 GHz or above and 3 MB cache or above is permitted. **The minimum specified GHz in Turbo mode is permitted.** Vendor to provide the supported OS/patching related software/ hardware upgrades without any cost to the Bank during the contract period. Higher Processor Means Higher or above is clarified from below example: 10th generation i5 processor is considered higher. 9th Generation i7 processor is considered higher. 6th or lower Generation i7 processor is not considered higher.
116	83				

117	83	1.3.0	500 GB SSD (primary) or higher and 1 TB SATA / e-SATA HDD (secondary). Incase, Bank requires primary SSD of 1 TB, the same should be installed without any additional cost to the Bank	We will supply the SSD/HDD as per the specification mentioned in the RFP. We request bank to allow us to use 2 X 1 TB SATA HDD for primary and secondary initially and later replace 1 X 1 TB SATA (primary) with 1 X 500 GB SSD (primary) at no cost to Bank within 12 months from the date of PO.	As per RFP
118	83	1.5.0	Microsoft Windows 11 else Microsoft windows 10 enterprise IOT LTSC 2019 or above with latest service pack. In case supplied OS is declared end of support by Microsoft, the bidder has to replace the same with a supported OS or provide compensating controls without any cost to Bank.	Initial ADWM deployment will be with OS Win10 2016. However as per RFP, we will upgrade to OS Win10 2021 within 12 months from the date of PO.	As per RFP
119	83	2.2.0	Any key/ hardware required to operationalize and use OTC must be supplied with the machine.	Keys to operationalise the OTC feature are provided by the CIT agencies who have the central system to generate the OTC. Machine will have OTC Lock.	As per RFP

		3.1.0	Bunch Note Accepting and dispensing with capacity minimum 200 notes at one time and accepting / dispensing all denominations Rs.50, Rs.100, Rs. 200/-, Rs. 500/-, Rs 2000, as well as new denominations, if any, issued subsequently without any extra cost to the Bank. All cassettes should be adjustable to hold and dispense the currency notes if dimensions of currency notes are changed without any additional component requirement.	Requesting bank to remove INR 2000 from the currency list.	**Corrigendum:** Bunch Note Accepting and dispensing with capacity **minimum up to atleast 200 currency notes** at one time and accepting / dispensing all denominations Rs.50, Rs.100, Rs. 200/-, Rs. 500/-, Rs 2000, as well as new denominations, if any, issued subsequently without any extra cost to the Bank. All cassettes should be adjustable to hold and dispense the currency notes if dimensions of currency notes are changed without any additional component requirement.
120	84				

		3.2.0	Cash Recycler should have template for all INR denominations incl. Rs.50, Rs.100, Rs.200 , Rs. 500 & Rs.2000 bills or bills of any other denomination issued by RBI and should support recycling of all these denominations. Vendor should update the recycler software to support all new variants of currency notes (incl. firmware updates) as well as for new denominations, if any, issued subsequently without any extra cost to the Bank. The software/ template versions for currency to be tested at test lab from time to time. Test templates with INR test currency should be made available in test terminal. Test terminal should be able to change the currency from test to genuine as per test requirements.	Requesting bank to remove INR 2000 from the currency list.	As per RFP. Machine should be capable to accept & dispence Rs.2000/-.
121	84				

		3.4.0		Requesting bank to change the cassette configuration to " Minimum 4 Cassettes with Recycling capability, 1 Universal/All in cassette, 1 Counterfeit bin " as bank allows 200 notes per transaction and if counterfiet/Reject notes stored in same cassette it may get full frequently. Rejected notes can be stored in Universal cassette this will improve the machine uptime and also reduce the cash evacuation.	**Corrigendum:** Each recycling cassette should hold minimum of 2,500 currency notes. Minimum 5 recycling cassettes or higher; out of which minimum 4 should be having recycling capability ab-initio **and ~~Out of which, Bank may use one recycling cassette as only "Acceptance Cassette', reject / retract Cassette, mixed denomination cassette (Universal cassette) etc~~**. All recycling cassettes should be having equal capacity to hold currency notes. ~~(including only Acceptance box/ UAB/ AB.) And minimum 1 separate cassette/bin for rejected notes~~. And minimum 1 separate cassette/bin for suspected / ~~impounded /~~ counterfeit notes with at least 200 currecncy
122	84		Each recycling cassette should hold minimum of 2500 currency notes. Minimum 5 recycling cassettes or higher; out of which minimum 4 should be having recycling capability ab-initio. Out of which, Bank may use one cassette as only "Acceptance Cassette'. All recycling cassettes should be having equal capacity to hold notes- (including only Acceptance box/ UAB/ AB.) And minimum 1 separate cassette/bin for rejected notes. And minimum 1 separate cassette/bin for impounded / counterfeit notes and retracted notes having at least one separate bin (compartment) for counterfeit notes. All cassettes/bin includingdivert/reject/counterfeit etc. should be with lock and key & latch.		

					notes capacity. ~~and retracted notes having at least one separate bin (compartment) for counterfeit notes.~~ All cassettes/bin including divert/reject/counterfeit etc. should be with lock and key & latch.

		3.4.0		Hitachi CRM's are provided with 5 Cassettes, out of which 4 are recycling cassettes & one Acceptance cassettes. We have additional bin for counterfeit/suspect notes.	**Corrigendum:** Each recycling cassette should hold minimum of 2500 currency notes. Minimum 5 recycling cassettes or higher; out of which minimum 4 should be having recycling capability ab-initio **and ~~Out of which, Bank may use one recycling cassette as only "Acceptance Cassette', reject / retract Cassette, mixed denomination cassette (Universal cassette) etc~~**. All recycling cassettes should be having equal capacity to hold currency notes. ~~(including only Acceptance box/ UAB/ AB.) And minimum 1 separate cassette/bin for rejected notes~~. And minimum 1 separate cassette/bin for suspected / ~~impounded / counterfeit notes~~ with at least 200 currecncy
123	84		Each recycling cassette should hold minimum of 2500 currency notes. Minimum 5 recycling cassettes or higher; out of which minimum 4 should be having recycling capability ab-initio. Out of which, Bank may use one cassette as only "Acceptance Cassette'. All recycling cassettes should be having equal capacity to hold notes- (including only Acceptance box/ UAB/ AB.) And minimum 1 separate cassette/bin for rejected notes. And minimum 1 separate cassette/bin for impounded / counterfeit notes and retracted notes having at least one separate bin (compartment) for counterfeit notes.		

					notes capacity. ~~and retracted notes having at least one separate bin (compartment) for counterfeit notes.~~ All cassettes/bin including divert/reject/counterfeit etc. should be with lock and key & latch.

| 124 | 84 | 3.1.0 | Bunch Note Accepting and dispensing with capacity minimum 200 notes at one time and accepting / dispensing all denominations Rs.50, Rs.100, Rs. 200/-, Rs. 500/-, Rs 2000, as well as new denominations, if any, issued subsequently without any extra cost to the Bank. All cassettes should be adjustable to hold and dispense the currency notes if dimensions of currency notes are changed without any additional component requirement. | Request Bank to modify the clause as -

 Bunch Note Accepting and dispensing with capacity Maximum 200 notes at one time and accepting / dispensing all denominations Rs.50, Rs.100, Rs. 200/-, Rs. 500/-, Rs 2000, as well as new denominations, if any, issued subsequently without any extra cost to the Bank. All cassettes should be adjustable to hold and dispense the currency notes if dimensions of currency notes are changed without any additional component requirement. | **Corrigendum:** Bunch Note Accepting and dispensing with capacity minimum **01 currency note to atleast 200 currency notes** at one time and accepting / dispensing all denominations Rs.50, Rs.100, Rs. 200/-, Rs. 500/-, Rs 2000, as well as new denominations, if any, issued subsequently without any extra cost to the Bank. All cassettes should be adjustable to hold and dispense the currency notes if dimensions of currency notes are changed without any additional component requirement. |

		3.2.0	Cash Recycler should have template for all INR denominations incl. Rs.50, Rs.100, Rs.200 , Rs. 500 & Rs.2000 bills or bills of any other denomination issued by RBI and should support recycling of all these denominations. Vendor should update the recycler software to support all new variants of currency notes (incl. firmware updates) as well as for new denominations, if any, issued subsequently without any extra cost to the Bank. The software/ template versions for currency to be tested at test lab from time to time. Test templates with INR test currency should be made available in test terminal. Test terminal should be able to change the currency from test to	We request Bank to advice on Rs. 2000 Denomation whether to accept or reject after 30/09/2023.	As per RFP. Machine should be capable to accept & dispense Rs.2000/-.
125	84		genuine as per test requirements.		
		3.1.0	Bunch Note Accepting and dispensing with capacity minimum 200 notes at one time and accepting / dispensing all denominations Rs.50, Rs.100, Rs. 200/-, Rs. 500/-, Rs 2000, as well as new denominations, if any, issued subsequently without any extra cost to the Bank. All cassettes should be adjustable to hold and dispense the currency notes if dimensions of currency notes are changed without any	As 2000 denomination notes are discontinued, request Bank to make the changes in this clause accordingly	As per RFP. Machine should be capable to accept & dispense Rs.2000/-.
126	84		additional component requirement.		

127	84	3.2.0	Cash Recycler should have template for all INR denominations incl. Rs.50, Rs.100, Rs.200 , Rs. 500 & Rs.2000 bills or bills of any other denomination issued by RBI and should support recycling of all these denominations. Vendor should update the recycler software to support all new variants of currency notes (incl. firmware updates) as well as for new denominations, if any, issued subsequently without any extra cost to the Bank. The software/ template versions for currency to be tested at test lab from time to time. Test templates with INR test currency should be made available in test terminal. Test terminal should be able to change the currency from test to genuine as per test requirements.	As 2000 denomination notes are discontinued, request Bank to make the changes in this clause accordingly. Request Bank to clarify the denominations for which Bank needs the templates. For any future requriement, Bank shall pay for the efforts to develop the new templates at mutually agreed price/ rate.	As per RFP. Machine should be capable to accept & dispense Rs.2000/-.
128	84	3.3.0	The machine should have capability to recognize the year of issue of the currency and should be able to be configured in such a way that while currency printed in or upto a certain year may be accepted (or rejected) by the machine, it may not be dispensed.		As per RFP
129	84	2.4.0	Alarm sensors for temperature status, seismic or vibration status and chest open status while sending signal/messages to Switch/Management Centre.	Only chest door status goes to the switch. Temperature and seismic status ideally goes to an hooter / alarm system in the ATM room through an external alarm interface.	As per RFP

		3.3.0	The machine should have capability to recognize the year of issue of the currency and should be able to be configured in such a way that while currency printed in or upto a certain year may be accepted (or rejected) by the machine, it may not be dispensed.	Need more clarity on this requirement.	As per RFP
130	84				
		3.7.0	Cassettes capacity of minimum 2500 notes per cassette or above with total capacity of minimum 12,500 notes or above. Retract cassette capacity of minimum 1000 notes	Requesting Bank to remove " Retract cassette capacity of 1000 notes" as retracted notes will be stored in Universal/All in cassette. These notes can be stored in Universal cassette this will improve the machine uptime and also reduce the cash evacuation.	**Corrigendum:** Cassettes capacity of minimum 2,500 notes per cassette or above with total capacity of minimum 12,500 notes or above. **Retract cassette, if any should have capacity of minimum 600 notes**
131	85				
		3.14.0		Hitachi CRM's are provided with 5 Cassettes, out of which 4 are recycling cassettes & one Acceptance cassettes. We have additional bin for counterfeit/suspect notes.	**Corrigendum: Minimum 4 out of total 5 deposit cassettes should be having recycling capability ab-initio.'** In case the Bank decides to enable / disable the recycling feature of the machine, the vendor should undertake to enable / disable the facility immediately without any cost to the Bank.
132	85		Minimum 5 deposit cassettes should be having recycling capability ab-initio.		

					'Minimum 4 out of total 5 deposit cassettes should be having recycling capability ab-initio.'
133	85	3.15.0	Cassettes that support tracking on docking. Indication (visible & audible) of proper insertion of all cassettes.	Request bank to amend the clause as "Cassettes that support tracking on docking. Indication (visible or audible) of proper insertion of all cassettes"	As per RFP
134	85	3.14.0	Minimum 5 deposit cassettes should be having recycling capability ab-initio	Request to provide clarity for the number of cassettes 4+1 or 5 which are recycling	**Corrigendum: Minimum 4 out of total 5 deposit cassettes should be having recycling capability ab-initio.'** In case the Bank decides to enable / disable the recycling feature of the machine, the vendor should undertake to enable / disable the facility immediately without any cost to the Bank.

135	85	3.7.0	Cassettes capacity of minimum 2500 notes per cassette or above with total capacity of minimum 12,500 notes or above. Retract cassette capacity of minimum 1000 notes.	Deposit Retract Cassette (F) capacity is 600 Notes which is sufficient to hold 3 transactions with bill count 200 notes. The minimum limit of 1000 pieces is not recomended due to recon challenges. We request Bank to modify clause as - Retract cassette capacity of minimum 600 notes	**Corrigendum:** Cassettes capacity of minimum 2,500 notes per cassette or above with total capacity of minimum 12,500 notes or above. **Retract cassette, if any should have capacity of minimum 600 notes**
136	86	3.18.0	In case of any transaction being timed out, the cash accepted by the Cash Recycler must not be delivered back to the depositor but rest in Reject / Retract bin for subsequent reconciliation by the Branch.	Requesting bank to amend the clause to store the notes in Universal/All in cassette as the reject/retract notes will be stored in universal bin. hese notes can be stored in Universal cassette this will improve the machine uptime and also reduce the cash evacuation.	Corrigendum: In case of any transaction being timed out, the cash accepted by the Cash Recycler must not be delivered back to the depositor but rest in Reject / Retract / **Universal** bin for subsequent reconciliation by the Branch.
137	86	3.22.0	Additional 5 cassettes +1 Reject bin + 1 counterfeit/retain bin to be provided. All with lock and key.	Requesting bank to remove Reject bin and amend cassettes as 5 Cassettes (4 Recycling + 1 Universal+ 1 Counterfeit bin) as reject/retract notes will be stored in universal cassette	Corrigeendum: Additional 5 cassettes +1 Reject / **Retract bin, if an**y + 1 counterfeit/retain bin to be provided. All with lock and key.

		3.25.0	Cash Recycler should support dual denomination recycling for each cassette i.e. Machine should be capable of supporting 8 denomination recycling	Requesting bank to remove this clause as each cassette other than universal bin can accept/recycle one denomination only.	**As per RFP.** **To be considered as optional item.**
138	86				
139	86	3.29.0	Divert/reject cassette bin with lock and key / latch	Requesting bank to remove the clause as rejected notes are stored in Universal bin	Divert/reject cassette bin if any with lock and key / latch
140	86	3.20.0	The Recycler should have capability to handle Plastic Currency also, as and when introduced in India. The Bill Validation Technology must be available for the entire life span of the machine i.e. a minimum of 7 years.	Requesting Bank to provide plastic currency when introduced, so that bill validation can include plan for supporting the same.	As per RFP
141	86	3.16.0	Sensors for detection of foreign objects in the input tray should be in place	Request Bank to amend the clause to "Foreign object detection in the input tray and rejection"	As per RFP
142	86	3.22.0	Additional 5 cassettes +1 Reject bin + 1 counterfeit/retain bin to be provided. All with lock and key.	For Hitachi Machines: Additional 5 Cassettes where Retract currency is captured in the AB cassette & 1 Counterfeit Bin	Corrigeendum: Additional 5 cassettes +1 Reject / **Retract bin, if an**y + 1 counterfeit/retain bin to be provided. All with lock and key.
143	86	3.25.0	Cash Recycler should support dual denomination recycling for each cassette i.e. Machine should be capable of supporting 8 denomination recycling	This is highly challenging & will not be able to support in existing model.	**As per RFP.** **To be considered as optional item.**

		3.16.0	Sensors for detection of foreign objects in the input tray should be in place	Machine is equipped with coin tray to cpature foregin objects in the input tray and proven design to suffice bank expected behavior. We request Bank to modify clause as - Sensors for detection / Coin Tray for detection of foregin objects in the input tray	As per RFP
144	86				
		3.25.0	Cash Recycler should support dual denomination recycling for each cassette i.e. Machine should be capable of supporting 8 denomination recycling.	Please note each recycling cassette can support single denomination recycling. With 4 recycling cassette, Cash recycler can support multiple denominations upto 8 denominations. We request Bank to modify or remove dual denomination capability for each cassette	**As per RFP.** **To be considered as optional item.**
145	86				
		3.33.0	Any new foreign material inside the dispenser or at the presenter area should be sensed. If found, machine should be put out of service till the error is cleared	Machine is equipped with coin tray to capture foregin objects inside the dispenser and vandalism to presenter due to foregin material from out side is handled through software error codes which are sent to switch during issue occurance. During HW error situation keeping machine Out of Service till error is cleared is handled by switch command. We request Bank to remove word "should be sensed"	As per RFP
146	86				
		3.23.0	Ability to back-trace the depositor of Category 2 (counterfeit) notes, preferably with serial number recognition of those notes and storing of image data and transaction details for later processing.	We Request Bank to clarify Image required of the serial number of the note or entire note?	As per RFP The serial number and the image both are required.
147	86				

| 148 | 86 | 3.25.0 | Cash Recycler should support dual denomination recycling for each cassette i.e. Machine should be capable of supporting 8 denomination recycling. | Does this mean 2 denominations going into the same cassette? Each recycling cassette can be configured for only 1 denomination. Dual dinominations will require Dual Recycling Cassettes which will support 2 denominations in each cassette | **As per RFP. To be considered as optional item.** |
| 149 | 87 | 3.34.0 | 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. If Bank procures new MVS Software to replace the existing MVS Software, Bank shall pay the Testing / Professional Charges of Rs. 12 lakh (for ADWMs) to the bidder after successful testing and implementation on each machine supplied by the Bidder. No visit charges shall be paid to the bidder for implementing the new MVS Solution | We request bank to consider Testing / Professional charges of Rs. 18 Lakh considering cost of testing and dedicated onsite support for approx. 90days | As per RFP |

			6.4.1	There shall be SBI's YONO branding colour scheme on the facia of the machine. The facia should be factory painted in the SBI INK BLUE COLOUR (L481-105899 / RGB 40-0-113 / Hex #280071) scheme and YONO PRINTED vinyl wraps SHOULD BE STUCK ONTO THE MACHINES. During the life of the machine, any repair/replacement of facia should have the same original branding. The acrylic parts should be of the single SBI Blue colour specified in the RFP. The visible screen, keypad, front console can be as per OEM's default colour. The final colour appearance will be discussed with the successful bidders before implementation & rollout. The successful bidders should provide a 3D model representation for visualization and clarity. The Bank's decision will be binding on the successful bidder. The final appearance will be decided by the Bank after taking into consideration the 3D model. As part of the Comprehensive AMC Services, there should not be fading or torn off vinyl wraps and their replacements to be done by the bidder on their own without waiting for Bank's intimation. If	We request bank to remove colour customisation of Fascia as machine will be having Vinyl wrapping. Also Fascia will be provide from pan India spare hubs, it will be difficult to provide the coloured fascia. Request to remove below clause - During the life of the machine, any repair/replacement of facia should have the same original branding.	As per RFP
150	87			such replacement is advised by the		

				Bank, it should be completed by the bidder within 5 days of intimation. Penalty @ ₹ 100 per day from the 6th Day onwards per non-complied ATM will be levied.	
151	87	4.4.0		Should provide necessary certificates/approvals from VISA, Master Card, Amex, Union Pay, Rupay, Discover including TQM(IFM) certificates	EMV, Rupay & NPCI testing is done by the Bank. DN will provide support to the Bank during the EMV, Rupay & NPCI testing. DN will provide certificates & compliances related to the HW such as EMVCo L1, L2 and TQM	As per RFP
152	88	5.2.0		15" LCD/ LED or higher touch screen with standard bright and full screen display with FDK	We request Bank to go with latest specification with Touchscreen only instead of adding optional FDK	As per RFP

153	89	5.9.0	Voice guidance support with internal speakers & headphone jack 5 (hardware as well as software both to be provided with Cash Recycler). Capable of voice guidance to the customer and digitalized wave files in the Indian accent for the same in Hindi & English languages to be provided by the vendor. There should be support for text to speech for full fledged voice guidance solution implementation without any extra cost to the Bank.	Machine support headphone Jack 3.5, which is commonly used. Request Bank to confirm if jack 5 is typo mistake.	As per RFP
154	90	5.17.0 Touch Screen Specifications: IP65 rating		Request Baank to amend the Touch screen specifications IP53 or above ratings	As per RFP
155	90	5.13.0	Terminal should report status (XFS) whether headphone is present/not present in headphone jack, to the monitoring system.	This functionality is not part of XFS standard	As per RFP
156	90	5.17.0 Touch Screen Specifications: IP65 rating		IP65 rating is used for wheatherised ATM requirements. As per our understanding ATM will be deployed in ATM room / e-Lobby. In such situation IP65 rating is not required. We request bank to make this clause not mandatory "N"	As per RFP

157	90	7.1.0	Solution must be motion-sensitive and capable of capturing image of the person while doing transaction in the Cash Recycler. Camera should be suitably positioned to take image of the person even under extreme / difficult lighting conditions. It shall be the responsibility of the bidder to ensure that the images so captured are able to identify the persons entering the Cash Recycler room. The cameras should be pilfer-proof.	Camera solution can capture TXN event based camera images for face and hand camera which are sufficient for dispute analysis, Motion sensitive image capture will result large amount of image data on terminal which may impact ADWM performance.

Hence we request Bank to remove Motion sensitive solution requirement | As per RFP |
| 158 | 90 | 5.14.0 | Bidder to integrate – where required -- the alarm sensors of the ATM to the branch siren/hooter without any additional cost to Bank. | Integrating alarm sensors of the ATM to the branch siren / hooter requires additional hardware, cabling / civil and carpentry work etc and cannot be considred free of charges | As per RFP |
| 159 | 90 | 5.18.0 | Every ADWM should have a unique hood lock and key.(02 keys). | By unique lock and key, does it mean that each machine whould have a different key number? That is, should the key of machine 1 not work on machine 2? | As per RFP |
| 160 | 92 | 9.2.0 © | Since EMV certification is required to be done for the Bank's MVS as L3 application for all the card networks interfaced by Bank | L3 application should be between Bank & card scheme. There is no role for ADWMs Bidder. | As per RFP

Support of OEM is required for completing certification |
| 161 | 92 | 7.12.0 | The Solution should be capable of notifying the Switch in case the DVSS camera is covered/ blocked by any means so that the Cash Recycler does not dispense cash. | Camera solution can notify switch when camera is disconnected or faulty condition.

Request bank to modify clause "covered/ blocked / Disconnected / Faulty" | As per RFP |

162	93	12.5.0	ADWMs 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 ADWM Software.	Requesting bank to remove internal battery backup as machines are connected with 8 hours UPS battery backup and can be monitored with SNMP.	Corrigendum: Functionality made optional.
163	93	13.1.0	Contactless Card integration capability (Hardware and Software) supporting the ISO 14443 Type A/Type B, Mi Fare and ISO/IEC 18092, ISO 21481 specifications.	Requesting bank to clarify whether bank required only integration capability for NFC or hardware to be present from day one.	As per RFP Yes, NFC reader is required as deliverable
164	93	10.3.0	Printer driver/firmware needs to support Hindi, English and regional Indian type fonts/specification.	Can be supported if printer firmware and switch journal data can be provided in Hindi and other regional languages. Requesting bank to clarify that they will provide the translation at switch and CBS level for conversion from English to all other language	As per RFP
165	93	11.3.0	EJ should be non-editable with encryption or with checksum or any other solution to prove the authenticity of EJ before a third party such as the Regulator (RBI), Courts, Banking Ombudsman, Police Authorities etc.	This functionlity is related to MVS solution. Request Bank to clarify and exclude for ADWM OEM	As per RFP Shall be applicable to OEM in case native OEM application shall be utilised by Bank

166	93	12.4.0	Cash Recycler should have Integrated Power Management Solution. The Cash Recycler software must be capable of inter-facing with the Bank's UPS systems and query the battery status, in-line power and temperature, taking the machine out of service if the battery capacity is too low, perform scheduled power offs and automatically start up at the configured date and time. The solution must shut down gracefully to allow completion of the ongoing transaction in the event of complete battery discharge/ power cable pulling or any such disruption. The above power management functionality must be controllable remotely. In this situation, Cash Recycler should have the capability of generating message of low battery status and should send the same to the switch.	Power management solution should be integrated by MVS vendor for completion of the ongoing transaction and this cannot be managed only from XFS. Request bank to exclude for ADWM OEM	As per RFP
167	93	13.1.0	Contactless Card integration capability (Hardware and Software) supporting the ISO 14443 Type A/Type B, Mi Fare and ISO/IEC 18092, ISO 21481 specifications.	Machine is capable to integrate contactless card reader with bank specifications mentioned in RFP clause 13.1.0. However it is not confirmed, if HW need to provided abinitio. Request bank to confirm if NFC reader is required as deliverable	As per RFP Shall be applicable to OEM in case native OEM application shall be utilised by Bank
168	93	12.5.0	ADWMs to be provided with internal battery backup which will be required for preserving the last state of the	This will require UPS. Is the Bank looking for a CRS with an inbuilt (integrated) UPS system?	Corrigendum:

			machine in the event of loss of power supply.		Functionality made optional.
169	94	14.1.0	Recycler should have capability to integrate 1D/2D barcode and QR code scanner for future requirements of scanning codes from mobile phones by simply attaching a reader, compliant with Code128, Code39, QR Code standards	Requesting bank to clarify whether bank required only integration capability for QR Code reader or hardware to be present from day one.	As per RFP
170	94	16.4.0	Should provide hardware, software and MIS (Keyboard, Mouse etc.) for day-to-day operations required by the custodian.	Requesting bank to make Keyboard/Mouse as optional as day to day operations can be performed with touch screen by the custodians	As per RFP
171	94	16.9	Cash Slot camera 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 Hard disk and should be capable of being pulled centrally. The OEM to provide the necessary drivers for the camera and assist in the integration	Request bank to consider image capturing feature.	As per RFP

			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. Bidder should provide required support to ATM application vendor (Solution provider) and obtain sign off from Bank before production movement.		
172	94	16.8.0	Bidder to provide all recyclers of same make, model and specifications i.e. single make and model. Any vandalized machine will also be replaced with the same make & model.	Kindly amend the clause to "Bidder to provide all recyclers of same make, model and specifications i.e. single make and model. Any vandalized machine will also be replaced with the same make & model or equivalent Spec Machines.	As per RFP

173	94	15.1.0	Software with CEN XFS 3.1 or above compliant and cross vendor support, documentation, and terminal diagnostics/utilities and capable of running Multi Vendor Software without any hardware changes.	For the Cash Recycling applicable CEN XFS minimum level is 3.20. Request Bank to look into the same	As per RFP
174	94	16.1.0	Cash Recycler must be capable of performing under extreme conditions. Temperature : 0 degree Celsius to +50 degree Celsius (Without Air Conditioner) Relative Humidity : 5 to 95 % (Without Air Conditioner) ;	Any lobby ATMs/ADWMs will have recommended operating range of 10 to 40C and 20 to 80RH. Request Bank to look into the same	As per RFP
175	94	14.1.0	Recycler should have capability to integrate 1D/2D barcode and QR code scanner for future requirements of scanning codes from mobile phones by simply attaching a reader, compliant with Code128, Code39, QR Code standards.	Machine is capable to integrate 1D/2D barcode and QR code scanner. HW will be add-on product and not considered. We request Bank to confirm if Barcode reader HW is required abnitio	As per RFP

176	94	16.1.0	Cash Recycler must be capable of performing under extreme conditions. Temperature : 0 degree Celsius to +50 degree Celsius (Without Air Conditioner) Relative Humidity : 5 to 95 % (Without Air Conditioner) ;	Machine support below environmental conditions Temperature - +5 to 40 degree Celsius Humidity - 20 to 80 RH Which are suffcient for optimum performance of ADWM. We request bank to modify clause	As per RFP
177	94	16.4.0	Should provide hardware, software and MIS (Keyboard, Mouse etc.) for day-to-day operations required by the custodian.	Machine supervisory functions are developed in such a way that Keyboard and mouse not required. Request bank to remove keyboard and mouse Or make it optional.	As per RFP
178	94	16.7.0	Multi-media dispenser (ticket/coupon/stamp/ receipt) with bunch presenter	Machine identifies on currency firmware and can detect only RBI issued legal tender bills. Request bank to remove this clause.	As per RFP

		16.9.0	Cash Slot camera 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 Hard disk 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. Bidder should provide required support to ATM application vendor (Solution provider) and obtain sign off from Bank before production movement.	Machine Camera SP supports video capture. In MVS solution environment application vendor need to configure video capture.

Request bank to clarify does the MVS solution bank selected has video capture function available. | As per RFP |
179	94				
		16.1.0	Cash Recycler must be capable of performing under extreme conditions. Temperature : 0 degree Celsius to +50 degree Celsius (Without Air	Request Bank to change this clause as Cash Recycler must be capable of performing under extreme conditions. Temperature : 0 degree Celsius to +40 degree Celsius (Without Air	As per RFP
180	94				

			Conditioner) Relative Humidity : 5 to 95 % (Without Air Conditioner) ;	Conditioner) Relative Humidity : 5 to 85 % (Without Air Conditioner)	
181	95	17.5.0	L-3 Certification with MasterCard, Visa, Rupay or any other provider to be done by the service provider	L-3 Certification with respective card issuance authorities should be done by Bank. Vendor will support during cetificaton testing to Bank. Request bank to modify to be supported by service provider	As per RFP Understanding is correct. L-3 Certification with respective card issuance authorities should be done by Bank. Vendor will support during cetificaton testing to Bank.
182	95	18.1.0	Vendor should have their own software agent for EJ pulling and Remote Monitoring Software support for the Cash Recycler to monitor its functions from a Central site. The Cash Recycler should be capable of supporting a third party software agent such as SDMS/Infobase/ Radia, etc. The vendor also agrees to install any software selected by the Bank at no cost to the Bank.	We understand Bank will be providing EJ Agent and Remote Monitoring Software. Please confirm.	As per RFP

		18.2.0	Remote diagnostic agent to diagnose problems with the machine including but not limited to predicting part failures. This service including proactive rectification of problems reported by remote diagnostic agent will have to be provided by the applicant/ bidder/ OEM mandatorily at no extra cost to the Bank.	We understand Bank will be providing EJ Agent and Remote Monitoring Software. Please confirm.	As per RFP
183	95				
		20.1.1	These coordinated LED lights but can be explored at keypad area and FDK (if present) by the OEMs in future. Bank would like to have backlit keypad and FDK for its future procurements	LTI (light) option available for card reader, cash slot and recipt printer. Backlit option not available for keypad and FDK.	As per RFP
184	95				
		21.1.2	2 x Double Pick Module, and 5 currency cassettes and reject bin with lock & key(1 set)	Requesting bank to remove Reject bin as rejected notes are stored in universal cassette. These notes can be stored in Universal cassette this will improve the machine uptime and also reduce the cash evacuation.	**Corrigendum:** Clause deleted
185	96				
		21.1.2	2 x Double Pick Module, and 5 currency cassettes and reject bin with lock & key(1 set)	Need clarity on this point	**Corrigendum:** Clause deleted
186	96				
		21.1.2	2 x Double Pick Module, and 5 currency cassettes and reject bin with lock & key(1 set)	Please look into this specification, not relevant for the ADWMs	**Corrigendum:** Clause deleted
187	96				

188	96	21.1.3		ADWMs should be capable of operating satisfactorily even while placed in the vehicle, jetty, houseboat etc. and work same when kept at rest or in motion.	ADWMs are designed to work at non movable sites such as ATM Room, Lobby or branches. There is possiblity of delecate parts / sensors of the ADWMs getting damaged / misaligned and impact on overall performance, if installed in a transportation medium (like Vehicle, Jetty, Boat etc.,). Hence, request to remove this clause.	As per RFP
189	96	21.1.2	2 x Double Pick Module, and 5 currency cassettes and reject bin with lock & key(1 set)		Machine do not require double pick module. Request bank to remove 2 x double pick module.	**Corrigendum:** Clause deleted
190	96	21.1.3	ADWMs should be capable of operating satisfactorily even while placed in the vehicle, jetty, houseboat etc. and work same when kept at rest or in motion.		ADWMs are designed to work at non movable sites such as ATM Room, Lobby or branches. There is possiblity of delecate parts / sensors of the ADWMs getting damaged / misaligned and impact on overall performance, if installed in a transportation medium (like Vehicle, Jetty, Boat etc.,). Hence, request to remove this clause.	As per RFP
191	97	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 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		We understand Bank will be providing Remote diagnostic agent. Please confirm.	As per RFP

			any software selected by the Bank at no cost to the Bank.		
192	97	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.	This functionlity is related to MVS solution provider. Request bank to exclude for ADWM OEM	As per RFP
193	98	AA.1.11	Software to support IFX message emulation.	Requesting bank to remove this clause as IFX message format is currently not used	As per RFP
194	98	AA.1.13	Software to support ISO20022(XML) message emulation.	Requesting bank to remove this clause as ISO20022(XML) message format is currently not used	As per RFP
195	98	AA.1.13	Software to support ISO20022(XML) message emulation.	This functionlity is related to MVS solution provider. Request bank to exclude for ADWM OEM	As per RFP
196	99	C.1.18	Support Fast Cash/My Favourite Option	This functionlity is related to MVS solution provider. Request bank to exclude for ADWM OEM	As per RFP
197	101	C.1.55	Customer preferences eg Language, Fixed amount withdrawal etc	This functionlity is related to MVS solution provider. Request bank to exclude for ADWM OEM	As per RFP

198	101		D.1.1	Supports Windows 11 or the latest available Windows operating system	Windows 11 not supported. Bank has already asked Microsoft windows 10 enterprise IOT LTSC 2019 or above with latest service pack support in Appendix C1 - Hardware Clause No-1.5.0 which is compatible. Request bank to consider compliance as per Appendix C1 - Hardware Clause No-1.5.0	As per RFP
199	101		D.1.4	Terminal should be capable to integrate with custom/3rd party Text-to Speech(TTS) software.	We request Bank to confirm if bidder to provide TTS software in MVS software environment.	As per RFP
200	102		G.1.3 Campaigns		This functionlity is related to MVS solution provider. Request bank to exclude for ADWM OEM	As per RFP
201	102		H.1.4 OEM's native ADWM Application should issue alert/ warning once a threat has been identified		ADWM native application can issue alert /warning for HW errors. Threat alert is terminal Security solution(TSS). Request Bank to clarify, if ADWM OEM to provide TSS solution	As per RFP
202	102		H.1.5 OEM's native ADWM Application should block unauthorized installed software.		Block unauthorised software is related to Terminal Security solution(TSS). Request Bank to clarify, if ADWM OEM to provide TSS solution	As per RFP

203	102	H.1.6	OEM's native ADWM Application should have capability to allocate only required ADWM 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 ADWM Terminal.	Request Bank to clarify, if ADWM OEM to provide TSS solution	As per RFP
204	103	H.1.8	The OEM's native application should have hardening policies for ADWM environment and should have out of box prefabricated best practices to reduce installation period without any additional cost to the Bank.	Standard OS hardening policies available. Request bank to provide bank specific OS hardening policies	As per RFP
205	103	I.1.1	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.	Request bank to clarify who will manage MVS software installation at site	As per RFP
206	104	AE1.0.0	OTC MGMT ADWM should be capable for Centralized Control from Management Centre.	As per RFP Page No. 126 Point No. 1.2.23 - The combination lock should be compatible with the Bank's OTC Infrastructure. Hence, request bank to remove this clause.	As per RFP
207	104	AE1.1.0	OTCMGMT Centralized control capability to monitor & control exactly who may access a particular safe & when	As per RFP Page No. 126 Point No. 1.2.23 - The combination lock should be compatible with the Bank's OTC Infrastructure. Hence, request bank to remove this clause.	As per RFP
208	104	AE1.2.0	OTCMGMT Access control to ensure only authorized users gain time-based access to safe	As per RFP Page No. 126 Point No. 1.2.23 - The combination lock should be compatible with the Bank's OTC Infrastructure. Hence, request bank to remove this clause.	As per RFP

209	104	AE1.3.0	OTCMGMT Capability to take over One Time Combination (OTC) password generating process for CIT agency and to take physical control of the ADWMs/CD/CDM/ Recyclers, when required.	As per RFP Page No. 126 Point No. 1.2.23 - The combination lock should be compatible with the Bank's OTC Infrastructure. Hence, request bank to remove this clause.	As per RFP
210	104	AMC/CMC AG1.4.0 to AG7.2.0	APPENDIX C3: SERVICES	We believe these activities will be managed by Bank MS Vendor. Request Bank to remove this clause.	As per RFP
211	105	AH.7.0	Intrusion Detection System	Request Bank to clarify if ADWM OEM to provide complete Terminal security solution or only Intrusion Detection System	As per RFP The OEM to provide complete Terminal security solution along with only Intrusion Detection System
212	105	AH.8.0	The bidder /supplier should support the ATMs protection solution available / provided by the Bank. In case Bank decides to use OEM native application at ADWM, Bidder / supplier should provide Virus Protection, Detection and Maintenance of Virus definition.	Virus protection on ATM will impact ATM performance and virus defination mgmt impact load on network bandwidth. We do not recommend to use Virus protection solution on ADWM	As per RFP.
213	106	FLMREQS 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, UPS and its batteries.	This activity is not in the scope of the bidder. Request bank to remove this clause.	Corrigendum:

			(The list is illustrative and not exhaustive).		
214	107	AJ.11.0	The vendor should arrange to get publicity materials, banners, posters etc. supplied by the Bank displayed in the kiosks as per instructions besides replenishing leaflets, brochures etc.	Request bank to remove this clause as this is scope of MS and this RFP is for machine supply and mantainance	As per RFP

			1.1.6	1.1.6 All ADWMs should be able to give the status of cash dispensed or not-dispensed and the cash deposit or cash rejected with 100% surety and the same should be recorded in the Electronic Journal (eJ) / machine logs / System log / switch. Internal Cash slot camera should be present to capture the movement of cash. Video / Image analytics or algorithms can be developed to ascertain the dispensation/deposit of cash. Failure to determine the cash dispensation/deposit status, the disputed amount / chargeback with any penalty imposed on Bank for that disputed transaction, if any, involved in such un-sure transactions will be made good by the vendor. The Bank shall support the bidder, at its own discretion, for any development required in Bank's MVS Solution or Bank's Switch. In case of any incorrect dispensation/deposit due to faulty functioning of the machine, the vendor should make good the loss within 30 days from the date of reporting of incidents and take corrective measures immediately. The Bank should not suffer loss due to any defect of the machine. The Bank's decision with	The bidder will provide all support from its side but if the development is required from MVS part we request the Bank to support the development	As per RFP.	
215	111						

			regard to faulty functioning of the machine will be final and binding on the bidder. In case the defect resolution requires development / R&D from OEM of the ADWMs, the bidder should ensure that the OEM does the required development within the stipulated time agreed by the Bank. A penalty of Rs.1000 per day per non-complied machine shall be applicable for delay attributable to the vendor after the agreed stipulated timeframe.		
216	107	FLMREQS AJ.7.0	Should supply for all ADWMs on Bank's network without limitation on quantity	Bidder should be responsbile for supply of consumable only for the ADWMs supplied by him.	As per RFP
217	107	FLMREQS AJ.8.0	Consumable management shall be independent of ADWM make, model, type of network and vendor	Bidder should be responsbile for supply of consumable only for the ADWMs supplied by him.	As per RFP

218	107	FLMREQS AJ.11.0	The vendor should arrange to get publicity materials, banners, posters etc. supplied by the Bank displayed in the kiosks as per instructions besides replenishing leaflets, brochures etc.	This activity is not in the scope of the bidder. Request bank to remove this clause.	As per RFP
219	107	OTCMGMT AL7.0	Audit trail should be made available as and when required	As per RFP Page No. 126 Point No. 1.2.23 - The combination lock should be compatible with the Bank's OTC Infrastructure. Hence, request bank to remove this clause.	As per RFP
220	110	1.1.15	1.1.15 Immediate support for Bug fix, customisation, modification, enhancement related to regulatory or causing the financial loss to the Bank or affecting the Bank's reputation or the Bank terms it as critical, and its quick release without any additional cost to the Bank. The Bank should not suffer loss due to any bug / defect of the machine. The Bank's decision with regard to bug/ defect/ faulty functioning of the machine will be final and binding on the bidder. In case the bug/ defect/ faulty functioning resolution requires development / R&D from OEM of the ADWMs, the bidder should ensure that the OEM does the required development within the stipulated time agreed by the Bank. A penalty of Rs.1000 per day per non-complied machine shall be applicable for delay after the agreed stipulated	Bank is requested to exclude the reasons of penalty not attributable to Bidder.	As per RFP.

			timeframe, attributable to vendor. Vendor will not be penalized for delay due to Bank dependency. Supporting documents to be submitted by the Vendors for such exclusions. The Bank's decision on allowing the exclusions shall be final and binding on the Vendors.	
221	110	1.1.3	If during the period of warranty and Comprehensive AMC Contract period, an ADWMs is frequently becoming out of order for technical reasons for more than three times in a month and for two consecutive months, the Bank may ask the bidder to replace the ADWMs with another new ADWMs of same model & make with exactly same technical specifications as tested in the SBI ATM Lab before the commencement of rollout, at no extra cost to the Bank	If during the period of warranty and Comprehensive AMC Contract period, an ADWMs is frequently becoming out of order for OEM hardware reasons for more than ten times in a month and for three consecutive months, the Bank may ask the bidder to replace the ADWMs with another new ADWMs of same model & make with exactly same technical specifications as tested in the SBI ATM Lab before the commencement of rollout, at no extra cost to the Bank	As per RFP.

			1.1.2	Bidders should offer model of ADWMs with Windows 11 Operating System and CEN XFS 3.1 or higher compliant XFS layer. ADWMs should be capable of running the Bank's Multi-Vendor Software (MVS), Banks EndPoint Security (EPS) software. The Bank wants an advanced, multifunctional, energy-efficient ADWM. In case, ADWMs with Windows 11 is not readily available, bidder can submit the bid for model compatible with Windows 10 IoT Enterprise LTSC 2019 / or above (with a license of Windows 11) subject to condition that ADWMs supplied/installed should be upgraded with Windows 11 before end of life for windows 10 by Microsoft or as per bank direction whichever is earlier, without any additional cost to the Bank.	We request bank to revise Operating system requirement to Windows10 as Windows OS for enterprise edition does not support Windows11.	As per RFP.
222	110					

			1.1.6	1.1.6 All ADWMs should be able to give the status of cash dispensed or not-dispensed and the cash deposit or cash rejected with 100% surety and the same should be recorded in the Electronic Journal (eJ) / machine logs / System log / switch. Internal Cash slot camera should be present to capture the movement of cash. Video / Image analytics or algorithms can be developed to ascertain the dispensation/deposit of cash. Failure to determine the cash dispensation/deposit status, the disputed amount / chargeback with any penalty imposed on Bank for that disputed transaction, if any, involved in such un-sure transactions will be made good by the vendor. The Bank shall support the bidder, at its own discretion, for any development required in Bank's MVS Solution or Bank's Switch. In case of any incorrect dispensation/deposit due to faulty functioning of the machine, the vendor should make good the loss within 30 days from the date of reporting of incidents and take corrective measures immediately. The Bank should not suffer loss due to any defect of the	Bank is requested to exclude the reasons of penalty not attributable to Bidder.	As per RFP.
223	111			machine. The Bank's decision with		

regard to faulty functioning of the machine will be final and binding on the bidder. In case the defect resolution requires development / R&D from OEM of the ADWMs, the bidder should ensure that the OEM does the required development within the stipulated time agreed by the Bank. A penalty of Rs.1000 per day per non-complied machine shall be applicable for delay attributable to the vendor after the agreed stipulated timeframe.

			1.1.5	1.1.5 All ADWMs should have anti-skimming devices/solutions, anti-shimming devices/solutions, anti-deep-insert-skimmers, any other device, or solution etc. to prevent unauthorized reading and copying of card data (of card's magstripe or chip) from card-reader and contactless card reader, biometric data from biometric reader. Bidder to ensure that no cloning of card data occurs through machine. Bidder to upgrade the physical devices / components and applicable software / drivers whenever released by OEMs, without any cost to Bank. Any loss of the Bank in this regard shall be completely borne by the bidder. The Bank shall issue Purchase Order / Letter of Intent / Confirmation Letter for installation of any such upgraded hardware / physical devices / components and applicable software or any standalone software after duly testing at its ADWMs Lab. The rollout / installation of the upgrade (both hardware or software, as applicable) should be done within the timeframe specified in the Purchase Order / Letter of Intent / Confirmation Letter. A penalty of Rs.1000 per day per non-complied machine shall be imposed for	Bank is requested to cap the overall liability arising due to this clause up to 1% of the revenue of that ATM for the annual billing period and liability only due to bidder failure reasons.. Bidder will supply the ADWMs with antiskimming solution against the known ways of skimming, if skimmers come up with some new way and upgrade to the hardware/software is required, bank is requested to agree cost mutually.	As per RFP.	
224	111						

			delay beyond the specified timeframe or for non-compliance of the Purchase Order / Letter of Intent / Confirmation Letter.		

		1.1.6	All ADWMs should be able to give the status of cash dispensed or notdispensed and the cash deposit or cash rejected with 100% surety and the same should be recorded in the Electronic Journal (eJ) / machine logs / System log / switch. Internal Cash slot camera should be present to capture the movement of cash. Video / Image analytics or algorithms can be developed to ascertain the dispensation/deposit of cash. Failure to determine the cash dispensation/deposit status, the disputed amount / chargeback with any penalty imposed on Bank for that disputed transaction, if any, involved in such un-sure transactions will be made good by the vendor. The Bank shall support the bidder, at its own discretion, for any development required in Bank's MVS Solution or Bank's Switch. In case of any incorrect dispensation/deposit due to faulty functioning of the machine, the vendor should make good the loss within 30 days from the date of reporting of incidents and take corrective measures immediately. The Bank should not suffer loss due to any defect of the	EJ and switch log maintainenace for cash dispensation / deposit status is MVS solutoin provider's responsibility and ADWM OEM is not responsible.

Request bank to remove penalty of Rs.1000 per day | As per RFP. |
| 225 | 111 | | machine. The Bank's decision with | | |

				regard to faulty functioning of the machine will be final and binding on the bidder. In case the defect resolution requires development / R&D from OEM of the ADWMs, the bidder should ensure that the OEM does the required development within the stipulated time agreed by the Bank. A penalty of Rs.1000 per day per non-complied machine shall be applicable for delay attributable to the vendor after the agreed stipulated timeframe.	
226	112	1.1.8	All ADWMs should be enabled for the Divyangjan so that the ADWMs must be suitable for the Divyangjan persons	We would like to callout that as per IBA and blind user group for Visually Challenged flow ha been agreed and there is no usage of soft keys at the touch screen / FDK and EPP will have raised button for number 5 and unique	As per RFP.

				identifier for Cancel, Clear & Enter. Request to look into the same	
227	112	1.1.8	All ADWMs should be enabled for the Divyangjan so that the ADWMs must be suitable for the Divyangjan persons. Voice Guidance Support for the visually challenged should be strictly as per the IBA Guidelines and Bank's instructions issued in this regard. The Voice Guidance support should be available in Regional Languages (as & when enquired by the Bank) apart from English and Hindi. The ADWMs should have Braille Pin Pads and FDKs (if present). Braille embossing should be on each key. Example of Braille Pin Pad:-	EPP support embossing on only 5, cancel, clear, enter key which as per global standards. Request bank to remove each key braille embossing requirement.	As per RFP.
228	113	1.1.10	c) Record the power events in eJ / machine logs / system logs.	eJ / machine logs / system logs is MVS solution provider responsibility. Request Bank to exclude ADWM OEM	As per RFP.

		1.1.12	1.1.12 ADWMs Provider must ensure that the Hard Disk Drive of the ADWMs being replaced, is handed over to the Branch Manager / his representative and this should be recorded in the Installation Report to be signed by the ADWMs Provider and the Bank. The ADWMs Provider should also give an undertaking that the integrity of the data on the Hard Disk will not be compromised and put to any misuse, causing financial / reputational loss to the Bank. The EPP/Pin Pad of the old machine should be broken/destroyed in front of Bank staff.	In case of buyback cases the respective OEM of the old machine will have to send its engineer to remove the HDD and handover to the Bank and also destroy the EPP. The bidder can only dispose off the machine in Green way.	As per RFP
229	114				
		1.1.14	1.1.14 Deviations from technical specifications, if any, may be clearly indicated. Though the Bank has laid down the minimum configuration of both hardware and software of ADWMs to meet present requirements, the ADWMs should be upgradable to support any statutory/ regulatory compliance requirements, the same should be available at no additional cost to the Bank irrespective whether it being minor or major modifications and / or change of configuration etc. All upgradations will be done by the vendor free of cost and any new type of Hardware (with associated software	We request the Bank to delete this clause as we cannot envisage future statutory or regulatory requirements and their commercial impact. Any Statutory or regulatory requirement that needs change or upgrade of the software or hardware will have to be agreed at a mutual cost.	As per RFP
230	114				

			/drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor.		
231	115	1.1.18	The ADWMs need to be energy efficient. The ADWMs to be supplied have to be fully functional in extreme weather conditions (Temperature: 0 to plus (+)50 degree Celsius (Without air conditioner),	Any lobby ATMs/ADWMs will have recommended operating range of 10 to 40C and 20 to 80RH. Request Bank to look into the same	As per RFP

		1.1.15	Immediate support for Bug fix, customisation, modification, enhancement related to regulatory or causing the financial loss to the Bank or affecting the Bank's reputation or the Bank terms it as critical, and its quick release without any additional cost to the Bank. The Bank should not suffer loss due to any bug / defect of the machine. The Bank's decision with regard to bug/ defect/ faulty functioning of the machine will be final and binding on the bidder. In case the bug/ defect/ faulty functioning resolution requires development / R&D from OEM of the ADWMs, the bidder should ensure that the OEM does the required development within the stipulated time agreed by the Bank. A penalty of Rs.1000 per day per non-complied machine shall be applicable for delay after the agreed stipulated timeframe, attributable to vendor. Vendor will not be penalized for delay due to Bank dependency. Supporting documents to be submitted by the Vendors for such exclusions. The Bank's decision on allowing the exclusions shall	If any defect observed in ADWM due to MVS software solution, then ADWM OEM should not be held responsible for any loss to Bank and MVS solution provider should be penalized.	As per RFP
232	115		be final and binding on the Vendors.		

		1.1.16	Bank proposes to procure fully functional ADWMs in terms of both the hardware and software for the entire life of the machines i.e. minimum 7 years which can be extended by another 3 years as per the discretion of the Bank. Responsibility for and the costs involved in, ensuring that the ADWMs run on legal and supported hardware and software, including Operating Systems, rests with the bidder, for the entire life of the machines. All operating system upgrades / proprietary software upgrades / patches/ licenses will be provided duly tested at ATM Lab and two live sites free of cost to the Bank during the period of the Contract/Agreement.	As a standard practise, bidder is expected to supply 1 test machine at free of cost. However, Bank has asked for supply of 2 machines without any additional cost. Over and above, Bank is also asking for supply of ADWMs at two live site at free of cost. Request Bank to pay charges for the ADWMs to be supplied at two live sites, as per the rates discovered through RFP.	As per RFP
233	115				
		1.1.18	1.1.18 The ADWMs need to be energy efficient. The ADWMs to be supplied have to be fully functional in extreme weather conditions (Temperature: 0 to plus (+)50 degree Celsius (Without air conditioner), Relative humidity: 5% to 95% (Without air conditioner), dust, etc.) within the country.	Machine support below environmental conditions Temperature - +5 to 40 degree Celsius Humidity - 20 to 80 RH Which are suffcient for optimum performance of ADWM. We request bank to modify clause	As per RFP
234	115				

		1.1.18	The ADWMs need to be energy efficient. The ADWMs to be supplied have to be fully functional in extreme weather conditions (Temperature: 0 to plus (+)50 degree Celsius (Without air conditioner), Relative humidity: 5% to 95% (Without air conditioner), dust, etc.) within the country.	Request Bank to change this clause as Cash Recycler must be capable of performing under extreme conditions. Temperature : 0 degree Celsius to +40 degree Celsius (Without Air Conditioner) Relative Humidity : 5 to 85 % (Without Air Conditioner)	As per RFP
235	115				
		1.1.23	ADWMs 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. All upgradations will be done by the vendor free of cost and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor.	The Compliances as on date of installation shall be carried out by successful bidder, implementation of any future guidelines shall be mutually discussed between parties. Recurring penalty shall have capping as bidder cannot assume unlimited liability.	As per RFP
236	116				

		1.1.23	1.1.23 ADWMs 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. All upgradations will be done by the vendor free of cost and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor. The Bank desires to install ADWMs 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 ADWMs 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 at the sole discretion of the Bank. Non-compliance by bidders shall attract penalty of ₹ 5,000 per day per ADWMs from the end	Bank is requested to allow bidder to provide future requirement on mutually agreed cost. And also request bank to exclude the reasons of penalty not attributable to Bidder.

This clause should be limited to the date of submission of RFP, any future compliance should be on mutual terms agreed between bank and bidder. | As   per RFP |
| 237 | 116 | | date advised by the Bank for | | |

				compliance. Therefore, it is recommended that bidders install ADWMs with higher configurations than the minimum specifications mentioned in this RFP		
238	116		1.1.24	As per Bank's requirement, bidder shall install ADWMs on transportation modes (Vehicle, Boat, Jetty etc.). Bidder should ensure that the ADWMs keep functioning at such installed movable modes. Bidder should ensure the necessary precautions regarding installation like sufficient cushioning, fastening etc. to avoid any damage to the machine.	ADWMs are designed to work at non movable sites such as ATM Room, Lobby or branches. There is possiblity of delecate parts / sensors of the ADWMs getting damaged / misaligned and impact on overall performance, if installed in a transportation medium (like Vehicle, Jetty, Boat etc.,).\n\nHence, request to remove this clause.	As per RFP

239	117	1.1.25.1	A penalty of Rs.1,00,000/- per instance plus the value of suspect / counterfeit currency will be levied on the vendor whenever any credit has been accorded to the customer's account for the suspect / counterfeit currency. In case of credit of counterfeit currency banknote to customer account, suitable action & other provisions under the Law will be initiated against the bidder and bidder shall be liable for the consequences thereof. Any penalty imposed to the Bank in this regard has to be borne by the bidder additionally apart from the above said penalty.	Requesting bank to change the clause as the penalty will be applicable if vendor is liable for the instance only after the latest SBI lab test templates provided by the bank are not updated at ADWM. The penalty amount is too high. Request bank to cap the penalty amount of 1000/-.	As per RFP
240	117	1.2	The ADWMs supplied under this RFP will be subject to the comprehensive Warranty one year and comprehensive Annual Maintenance Contract (Comprehensive AMC for six years (which is extendable at the discretion of the Bank for another period of 3 years). Further, following support services are also included under warranty and Comprehensive AMC, irrespective of number of visits at the site/ADWMs, and without any additional cost to the Bank: All components of ADWMs and its accessories including repair/replacement of Lockable	Requesting bank to bear cost for additional cassette as these are intelligent cassettes and not easy to repair once damaged. Any damage to these cassette which beyond bidder control then bank to bear the cost.	As per RFP

				Cassettes will be covered under comprehensive AMC.	
241	117		1.1.25.1	A penalty of Rs.1,00,000/- per instance plus the value of suspect / counterfeit currency will be levied on the vendor whenever any credit has been accorded to the customer's account for the suspect / counterfeit currency	1,00,000 per instance on acceptance of counterfeit notes is too high. Request Bank to amend the clause as below "If any counterfeit notes are accepted in the Machine (first instance), Bank shall provide the same to vendor for getting the template created & ensure no such counterfeit notes are accepted in future. However, if such notes are accepted despite amending the currency firmware (second instance), then SBI can impose the penalty of 10,000 per instance. Bidder to make good of exact amount of loss even for first instance.	As per RFP

| 242 | 117 | 1.1.25.1 | 1.1.25.1 A penalty of Rs.1,00,000/- per instance plus the value of suspect / counterfeit currency will be levied on the vendor whenever any credit has been accorded to the customer's account for the suspect / counterfeit currency . In case of credit of counterfeit currency banknote to customer account, suitable action & other provisions under the Law will be initiated against the bidder and bidder shall be liable for the consequences thereof. Any penalty imposed to the Bank in this regard has to be borne by the bidder additionally apart from the above said penalty. | While we can build the template to accept the good notes as per the currently available notes provided by the bank during testing. Any new fraudulent note that comes up later needs to be shared by the bank for template modification. Additionally all the notes vaulted will have details of the card holder including serial number of the note deposited . This can help Bank to identify the card holder and take appropriate action. | As per RFP |
| 243 | 117 | a | Two ADWMs to be supplied with 2 Hard Disks (HDD), under this RFP and 2 UPSs with minimum 8 hours backup power through SMF batteries (UPS + batteries will be tested for the desired Integrated Power Management feature), without any additional cost to the Bank. The number of machines can be changed as per the discretion of the Bank. | As a standard practise, bidder is expected to supply 1 test machine at free of cost. However, Bank has asked for supply of 2 machines without any additional cost.

Hence, we request bank to remove following point.
The number of machines can be changed as per the discretion of the Bank. | As per RFP |

		1.1.25.1	A penalty of Rs. 1,00,000/- per instance plus the value of suspect / counterfeit currency will be levied on the vendor whenever any credit has been accorded to the customer's account for the suspect / counterfeit currency. In case of credit of counterfeit currency banknote to customer account, suitable action & other provisions under the Law will be initiated against the bidder and bidder shall be liable for the consequences thereof. Any penalty imposed to the Bank in this regard has to be borne by the bidder additionally apart from the above said penalty.	Suspect/Counterfeit currency adoption is always ongoing process with reactive approach to adopt such currrency defination. Request bank to remove penalty clause of Rs.1,00,000/- .	As per RFP
244	117				
		1.2.1	c) The OEM Engineer to run all test cases as applicable to the OEM's Native ADWM Application Software in the MVS environment and certify that the results in MVS environment is same as in OEM's Native ADWM Application software. The discrepancies observed, if any, should be communicated to the Bank and the necessary fixes / patches to be developed and deployed within the stipulated timeline advised by the Bank. Any financial loss suffered by the Bank due to non-resolution of these discrepancies will be borne by the bidder. The decision of the Bank in this regard will be binding on the bidder.	Request Bank to clarify clause to test ADWM in native application and MVS environment. This will increase testing time twice and may impact bank timelines to complete testing. Request Bank to confirm, if Bank will provide UAT sign off to ADWM OEM or MVS solution provider or both vendors.	As per RFP.
245	117				

				The Bank reserves the discretion to waive off the financial loss amount.	
246	117		1.1.25.1	A penalty of Rs.1,00,000/- per instance plus the value of suspect / counterfeit currency will be levied on the vendor whenever any credit has been accorded to the customer's account for the suspect / counterfeit currency. In case of credit of counterfeit currency banknote to customer account, suitable action & other provisions under the Law will be initiated against the bidder and bidder shall be liable for the consequences thereof. Any penalty imposed to the Bank in this regard has to be borne by the bidder additionally apart from the above said penalty.	Penalty for Rs. 1,00,000/- per instance is too high for accepting Counterfeit currency. We request Bank to revisit this clause.	As per RFP

247	117	1.2 Warranty and Comprehensive AMC	The ADWMs supplied under this RFP will be subject to the comprehensive Warranty one year and comprehensive Annual Maintenance Contract (Comprehensive AMC for six years (which is extendable at the discretion of the Bank for another period of 3 years). Further, following support services are also included under warranty and Comprehensive AMC, irrespective of number of visits at the site/ADWMs, and without any additional cost to the Bank: All components of ADWMs and its accessories including repair/replacement of Lockable Cassettes will be covered under comprehensive AMC.	Parts which are gone bad due to poor site infra i.e. Power, Earthing, Short circuit, High temprature and the consumable parts like currency cassette, Reject bin, Safe lock are chargeable to the customer. We would request Bank to amend this clause accordingly	As per RFP
248	118	1.2.1 ©	c) The OEM Engineer to run all test cases as applicable to the OEM's Native ADWM Application Software in the MVS environment and certify that the results in MVS environment is same as in OEM's Native ADWM Application software. The discrepancies observed, if any, should be communicated to the Bank and the necessary fixes / patches to be developed and deployed within the stipulated timeline advised by the Bank. Any financial loss suffered by the Bank due to non-resolution of these discrepancies will be borne by the	As a Bidder, we have limited control on application software as Machines are driven by MVS solution. Further, MVS vendor can make any application level changes without intimating the hardware provider & can push the patch centrally. So any discrepancies related to application software should be under MVS vendor scope & any hardware related challenges shall be under Bidder scope.	As per RFP

			bidder. The decision of the Bank in this regard will be binding on the bidder. The Bank reserves the discretion to waive off the financial loss amount		
249	118	1.2.1 c	c) The OEM Engineer to run all test cases as applicable to the OEM's Native ADWM Application Software in the MVS environment and certify that the results in MVS environment is same as in OEM's Native ADWM Application software. The discrepancies observed, if any, should be communicated to the Bank and the necessary fixes / patches to be developed and deployed within the stipulated timeline advised by the Bank. Any financial loss suffered by the Bank due to non-resolution of these discrepancies will be borne by the bidder. The decision of the Bank in this regard will be binding on the bidder. The Bank reserves the discretion to waive off the financial loss amount.	ATM OEM will ensure all test cases works as per expectation and proper status of the transaction. However when MVS comes into play, it will be the MVS vendor responsibility to test and confirm if they are working correctly and take help of OEM if the fault at the ATM OEM end and get it closed.	As per RFP

		1.2.2.2.2	XFS software compliant with CEN XFS 3.1 or higher specifications.	For the Cash Recycling applicable CEN XFS minimum level is 3.20. Request Bank to look into the same	As per RFP
250	118				
		1.2.3	ADWMs Provider shall provide First Line Maintenance (FLM) including cash related fault and Second Line maintenance (SLM), irrespective of the machine being cash-managed by Bank staff) repair, spares replacements and maintenance service (response and resolution), to the Bank round the clock throughout the year irrespective of any holidays during the terms of contract on oral/ telephonic/ email/ SMS / Mobile Application or any other mode of communication by the Bank or through its own service personnel or any service provider or any monitoring system through its own expert service resource wherever the ADWMs are installed irrespective of no. of physical visits at the site/ADWMs and without any additional cost to the Bank. The service shall be made available by ADWMs Provider as under: Category Resolution Time/ TAT Penalty VIP ADWMs 2 Hours: Irrespective of the population group/ category Rs 1200/- per ADWMs per hour. Regular ADWMs i. 4 Hours: At Metro, Urban and Semi-urban locations	1. Bank to clarify how the FLM calls will be logged to the MSPs as there is no Incident Monitoring included in the Scope of work. If Bidder is to do incident monitoring then request Bank to mention a separate line item in The Appendix F 2. FLM calls related to bottom hatch errors (in Bank Managed ATMs) shall be attended by the custodian who has the access to the Vault, allowing 3rd Party (FLM) vendors lead to risk of Cash misappropriation. Hence, considering the safety of cash and access availability, requesting Bank to modify the scope to include Top hatch Errors only under FLM services	As per RFP
251	119				

			ii. 6 Hours: At Rural locations Rs 1000/- per ADWMs per hour. The Bank will have sole discretion to permit the grace travel time depending on the circumstances. The Bank has the discretion of classifying the ADWMs as VIP or Regular subject to review. ADWMs Provider should ensure dispatch of qualified personnel to the ADWMs site with a view to resolve the incident attributed to ADWMs Provider and operationalize the ADWMs within the abovementioned resolution timelines.		
252	119	1.2.2.2.3	5) Check Readers and Scanners	ADWM do not have Check readers and Scanner. Request Bank to remove this requirement	As per RFP.

		1.2.2.2.3		Depository Unit is not part of ADWM.	As per RFP.
253	119		6) Depository Units	Request bank to remove this requirement	
254	119	1.2.2.2.3	9) Text Terminal Units	Request Bank to clarify meaning of " Text Terminal Units"	As per RFP
255	119	1.2.2.2.3	Card Embossing Units	ADWM do not have Card Embossing unit.

Request Bank to remove / excude this requirement | Corrigendum |
| 256 | 119 | 1.2.2.2.3 | 19) Item Processing Modules | Request Bank to clarify meaning of "Item processing modules" | As per RFP |
| 257 | 120 | 1.2.3.2.2 | 1.1.1.1.1 ADWMs availability shall be measured using Banks' Online Monitoring Tool (OMS) / ESQ ATM Monitoring (ATMMON) for which access shall be provided to the bidder. Bank will provide Bidder web login access to Banks' monitoring solution to check the ADWMs status online. The bidder must take corrective action based on information displayed in the Banks' Online Monitoring Tool. Bank may integrate this solution with the Bidders' Incident Management System through Rest API based WEB Services. | The bidder assumes the Monitoring is not in the scope of this RFP and the ESQ/OMS being provisioned is for bidder's to view the ATM status. Bidder assumes the MSP will engage the bidder for SLM calls.
In the event Monitoring is in the scope, we request the bank to clarify the same and add it to the scope of RFP and request the Bank to consider the integration of bidder's monitoring tool with your ESQ tool as the bidder's monitoring tool is integrated with its internal applications for automated actions that helps faster response and resolution of incidents. | As per RFP |
| 258 | 120 | 1.2.2.2.4 | Text to Speech (TTS) functionality to be made available (Cost of necessary software and customisation to be borne by the ADWMs Provider as part of total | Request Bank to clarify if ADWM OEM to provide TTS software in MVS Software environment | As per RFP |

			Solutions). To analyse the problem during testing & giving report to Bank.		
		1.2.3.1	ADWMs Provider shall provide First Line Maintenance (FLM) including cash related fault and Second Line maintenance (SLM), irrespective of the machine being cash-managed by Bank staff) repair, spares replacements and maintenance service (response and resolution), to the Bank round the clock throughout the year irrespective of any holidays during the terms of contract on oral/ telephonic/ email/ SMS / Mobile Application or any other mode of communication by the Bank or through its own service personnel or any service provider or any monitoring system through its own expert service resource wherever the ADWMs are installed irrespective of no. of physical visits at the site/ADWMs and without any additional cost to the Bank. The service shall be made available by ADWMs Provider as under: VIP ATMs- 2hrs resolution time- Rs, 1200/- per ATM per hour Regular ATMs- 4hrs resolution time- Rs.	There is a over lapping of penalties. As Bank is penalizing for downtime, then this penalty clause related to resolution time shall be removed. We would request Bank to remove this penalty clause	As per RFP
259	120		1,000/- per ATM per hour		

260	121	1.2.3.1	VIP ADWMs 2 Hours: Irrespective of the population group/ category Rs 1200/- per ADWMs per hour. Regular ADWMs i. 4 Hours: At Metro, Urban and Semi-urban locations ii. 6 Hours: At Rural locations Rs 1000/- per ADWMs per hour.	HPY requests that penalty be reduced to INR 500 for VIP and INR 200 for Regular ADWMs	As per RFP
261	121	1.2.3.2.5	1.1.1.1.1 All supplied ADWMs will be categorized in 2 types, VIP or Regular, and maintain the availability mentioned there against. It is the discretion of the Bank to categorize the ADWMs as VIP or Regular, subject to review: Category Minimum targeted Uptime / Availability per month VIP- ADWMs 98% Regular ADWMs 95 % There shall be no exclusion to availability, except force majeure case like flood, earthquake, natural calamities, pandemic, curfew, lockdown and vandalism cases.	Request Bank to share how many machines will be VIP ATMs, Tentative % can also suffice.	As per RFP

		1.2.3.2.5	All supplied ADWMs will be categorized in 2 types, VIP or Regular, and maintain the availability mentioned there against. It is the discretion of the Bank to categorize the ADWMs as VIP or Regular, subject to review: Category Minimum targeted Uptime / Availability per month VIP- ADWMs 98% Regular ADWMs 95 % There shall be no exclusion to availability, except force majeure case like flood, earthquake, natural calamities, pandemic, curfew, lockdown and vandalism cases.	Request Bank to consider non-MSP attributable factors such as; • In ability of bank's third party vendor to support or meet the SLA • Site not accessible for ADWM servicing due to timing/access restrictions • Any downtime beyond the backup hours supported by UPS batteries. • Any ATM being shutdown on daily basis on evening hrs. • Downtime due to Software/MVS & Other scheduled maintenance calls • Any Third party component failure where replacement required, • Area Power/transformer failure • software loading, MVS/security solution issues. • Switch activity/failure, • Access availability issues • Downtime post operating hours as per the guidelines • Actual downtime due to cash out on account of delayed cash supply i.e., later than 12PM or non-supply of the cash by the Bank • Events of Force Majeure (Instances of force majeure, Vandalism and delays due to strikes, Bandh, Hartal, Political instability in the region (in such cases, the vendor shall inform and seek Bank's confirmation of its non-liability for penalty)	As per RFP	
262	121				

• Any downtime which are not attributable to MSP

• Any other cause attributable to Bank's infrastructure

• Faults which are not reported through online Switch Feed. Bank Switch doesn't provide feeds for monitoring to Partner. Partner will intimate such instances within a reasonable time

• Delay by the Bank in proving Terminal Master (TM) keys beyond 30 minutes from the partner engineer visits the site for site installation/servicing of CDs

• Downtime due to NFS/issuing Bank network unavailability including but not limited to lease lines/LAN, host connectivity with the Switch or any other devices or due to the downtime of existing ATM leased line downtimes.

• Downtime due to scheduled maintenance of Bank's switch

• Downtime due to unavoidable delays for service personnel to reach the site on account of unavailability of public transport, road blocks, strikes, riots or natural calamities etc.,

• Problems caused in rural areas or chronic power deficit area due to power cuts and improper switching OFF/ON of CD after the restoration of power

• Downtime due to robbery attempt/vandalism at the site

				• Downtime caused due to any fraudulent activity which requires investigation.	

263	122		1.2.3.2.2	. Unserviceable spares, components, devices of the ADWMs caused due to any reason should be replaced free of cost by ADWMs provider within the aforesaid resolution time (if it affects / impacts the operation of the ADWMs) and within two working days (if it does not impact the operation of ADWMs).	We request the bank to amend this clause as spares damaged due to mishandling or electric surges or short circuits should be paid at mutually agreed price.	As per RFP
264	122		1.2.3.3.1	Remedial Hardware Maintenance shall cover free supply and replacement of spares, components, devices as well as labour required to repair a malfunctioning of ADWMs caused due to any reasons other than the conditions mentioned in below clause 1.2.3.3.5 (Exclusions permitted for replacement of machine) and restore it to good operating condition without any additional cost to the Bank.	Request Bank to modify the clause as - Remedial Hardware Maintenance, shall cover free supply and replacement of spares, components, devices as well as labour required to repair a malfunctioning of ADWMs caused due to any reason (Excluding but not limited to flood, earthquake, natural calamities and vandalism cases, man handling, short circuit, fire, damage, voltage fluctuation, electrical malfunctioning, de-struction, theft, burglary, sacking etc) and restore it to good operating condition without any additional cost to the Bank.	As per RFP

265	122	1.2.3.3.2	Remedial hardware maintenance includes software support (and software reload, OS Reload, MVS Reload, EPS Reload etc.) or CEN XFS reload. Further, it covers, inter-alia, free provision of spares, parts, kits, software, including CEN XFS, drivers etc., as and when necessary to ensure that ADWMs function in a trouble-free manner. ADWMs Provider shall correct any faults and failures caused due to any reason, in the equipment and shall repair and replace worn out defective parts of the ADWMs as and when requested by the Bank. Unserviceable spares, components, devices of the ADWMs caused due to any reason should be replaced free of cost by ADWMs provider within the aforesaid resolution time (if it affects / impacts the operation of the ADWMs) and within two working days (if it does not impact the operation of ADWMs).	Parts which are gone bad due to poor site infra i.e. Power, Earthing, Short circuit, High temprature and the consumable parts like currency cassette, Reject bin, Safe lock are chargeable to the customer. We would request Bank to amend this clause accordingly	As per RFP
266	123	1.2.3.3.5.1	In above cases (a) to (d), machine will be replaced by the vendor and Bank will pay the cost of the machine at the discovered rate in this RFP, subject to claim settlement by Bank's Insurance Company. If Bank's Insurance Company rejects the claim, the cost of new machine to be borne by the Vendor	If Bank's insurance rejects the claim, then how is Bidder responsible & need to borne the cost, can you please clarify. Bidder has no role to play in this process, so request to exclude this clause	As per RFP

267	123	1.2.3.3.5.1	In above cases (a) to (d), machine will be replaced by the vendor and Bank will pay the cost of the machine at the discovered rate in this RFP, subject to claim settlement by Bank's Insurance Company. If Bank's Insurance Company rejects the claim, the cost of new machine to be borne by the Vendor.	Insurance claim is subject to the terms and conditions between Bank and Insurance provider. As all these scenarios are above MSPs control, any damaged of spares/machines will have to be approved by Bank to MSPs for replacement/restoration of machines. Also the entire downtime attributable towards such incidents to be exempted until the machine restored to In service	As per RFP
268	123	1.2.3.3.5.1	For the machines destroyed / beyond repair due to: a) Natural calamities (like flood, earthquake, fire, tsunami etc.), b) machine uprooting (and uprooted machine stolen away), c) uprooted machine at site but beyond repair, d) any vandalism case which requires machine replacement and the same is also confirmed by the Insurance Surveyor and acceptable to the Insurance Company for Insurance Claim. In above cases (a) to (d), machine will be replaced by the vendor and Bank will pay the cost of the machine at the discovered rate in this RFP, subject to claim settlement by Bank's Insurance Company. If Bank's Insurance Company rejects the claim, the cost of new machine to be borne by the Vendor.	Bank should have "All Risk Policy" with total coverage to ensure zero risk of rejection from Insurance company.	As per RFP

269	123	1.2.3.3.5.1	For the machines destroyed / beyond repair due to: a) Natural calamities (like flood, earthquake, fire, tsunami etc.), b) machine uprooting (and uprooted machine stolen away), c) uprooted machine at site but beyond repair, d) any vandalism case which requires machine replacement and the same is also confirmed by the Insurance Surveyor and acceptable to the Insurance Company for Insurance Claim. In above cases (a) to (d), machine will be replaced by the vendor and Bank will pay the cost of the machine at the discovered rate in this RFP, subject to claim settlement by Bank's Insurance Company. If Bank's Insurance Company rejects the claim, the cost of new machine to be borne by the Vendor.	Request Bank to modify clause as - For the machines destroyed / beyond repair due to: a) Natural calamities (like flood, earthquake, fire, tsunami etc.), b) machine uprooting (and uprooted machine stolen away), c) uprooted machine at site but beyond repair, d) any vandalism case which requires machine replacement and the same is also confirmed by the Insurance Surveyor and acceptable to the Insurance Company for Insurance Claim. e) miss handling by bank staff/ 3rd party vendor, short circuit, damage, voltage fluctuation, electrical malfunctioning, de-struction In above cases (a) to (e), machine will be replaced by the vendor and Bank will pay the cost of the machine at the discovered rate in this RFP	As per RFP
270	124	1.2.3.7	Replace the ADWMs parts on an exchange basis with new spare parts	Requesting bank to change this clause as replacement of new part on every requirement is not feasible. The standard practice is using refurbished part and the new part replacement in case of beyond repair case.	As per RFP
271	124	1.2.3.9	Replacement of Lock, hood keys, purge bin, Lockable currency cassettes and other plastic parts in the ADWMs, Safe doors, ADWMs safe, print heads, levers	Need clarity on this point. All these components should be provided as part of Warranty & AMC?	As per RFP

			– which are used by Bank's custodians to release the Lockable cassettes, pull the receipt roll, etc		
272	124	1.2.3.12	1.2.3.12 To provide the complete details with escalation matrix for reporting issues along with URL where the call is required to be logged. Vendor shall extend all support required by the Bank to integrate with Bank's 'Online Monitoring Solution (OMS)' and Mobile Apps when Bank requires integration. If Bank decides not to integrate, the vendor should use the Bank's Monitoring Tools (OMS, ESQ etc.). The Bank will provide login credentials to authorized personnel.	In order to provide best services, Bidder requires to use its monitoring tool which is internally integrated with applications for automated actions enabling field team for further resolution and hence bidder is willing to integrate with banks ESQ tool. We therefore request the bank to not decide on not integrating and confirm that they would allow integration with ESQ.	As per RFP, will be discussed with successful bidder.
273	124	1.2.3.10	Service like DNS (Domain Name System) setting, IP address changes, changing currency cassettes configuration, cassettes calibration, changing combination lock setting or any other activities which cannot be performed by Centralized solutions as and when requested by Bank without any additional cost to the Bank.	Request Bank to keep these out of scope activities as we cannot envisage no. of times these activities can come up as these have commercial implication	As per RFP

274	124	1.2.3.12	To provide the complete details with escalation matrix for reporting issues along with URL where the call is required to be logged. Vendor shall extend all support required by the Bank to integrate with Bank's 'Online Monitoring Solution (OMS)' and Mobile Apps when Bank requires integration. If Bank decides not to integrate, the vendor should use the Bank's Monitoring Tools (OMS, ESQ etc.). The Bank will provide login credentials to authorized personnel.	Using the OMS in addition to the OEM's Tool / Mobile Application would lead to the Duplication of work and would have synergy issues. Moreover Integration through API is not yet evaluated. Hence we request to remove the requirement from RFP.	As per RFP.
275	124	1.2.4.7	Replace the ADWMs parts on an exchange basis with new spare parts.	We would request to make the small change in this RFP clause as "Replace the ADWMs parts on an exchange basis with good working part".	As per RFP
276	125	1.2.3.17	Vendors should also use the Bank's Mobile App (of OMS) to fill the below checklist and submit it in the Mobile App. Access to Mobile App shall be provided to authorized personnel of the vendors.	Using the OMS in addition to the OEM's Tool / Mobile Application would lead to the Duplication of work and would have synergy issues. Moreover Integration through API is not yet evaluated. Hence we request to remove the requirement from RFP.	As per RFP
277	126	1.2.3.21	During the entire Contract Period and extension thereof, any PC Core, hardware upgrade required (like RAM, hard disk etc.) would be without any cost to the Bank	Requesting bank , Any new upgrade can be considered till then time of 1st M/c installation, any new upgrade post 1st machine go live shall be considered under Change request and shall be chargable	As per RFP

| 278 | 126 | 1.2.3.23 | The cost of combination lock including all keys (Black and red) or any hardware (like Bluetooth dongle/devise for usage of OTC) if required to be replaced during the contract period shall be borne by ADWMs. Provider. The combination lock should be compatible with the Bank's OTC Infrastructure. Bidder should provide the Red, Black keys / any other items required for usage of OTC feature of the lock. Such defective lock shall be broken open by ADWMs Provider at their cost. Further, breaking open the safe lock shall be required to be done without any additional cost to the Bank, as number of such instances are very limited. | a) Please confirm, if Bidder has to procure Black & Red to provide the same to Bank? Further, how many Black & Red keys need to provided? We believe, Bank has already associated with LMS vendor for providing these services, then why duplication. b) Further, breaking open the safe lock shall be required to be done without any additional cost to the Bank only if there is any Mechanical issue occurs. If the lock is not operational because of malfunction or forget password, Bidder should not be held responsible & charged for the same. | As per RFP, bidder to provide red and black keys. |

		1.2.3.24	1.2.3.24 ADWMs Provider providing the Fingerprint Biometric device will also need to manage / perform the RD services (Device Registration, Key-Exchange/ Rotation Activity, etc.) as per the guidelines or directives received from UIDAI titled "AADHAAR REGISTERED DEVICES TECHNICAL SPECIFICATION - VERSION 2.0 (REVISION 1)" dated February 2017 or any amendments/ updates thereto, and any other instructions/ guidelines of UIDAI/ RBI/ IBA regarding biometric authentication, in relation to the Fingerprint Biometric devices supplied with the ADWMs 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 ADWMs 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.	RD service hosting done by the Fingerprint device OEM as per the UIDAI guideline. Connectivity to RD server and necessary firewall will be the Banks responsibility. This will work for all the ATM OEMs so that there is no burden to ATM OEMs and Bank to make connection to RD server per OEM	As per RFP
279	126				
		1.2.3.21	During the entire Contract Period and extension thereof, any PC Core, hardware upgrade required (like RAM, hard disk etc.) would be without any cost to the Bank.	Please note the ADWMs will be supplied as per the technical specifications of the RAM, Hard Disk etc. as mentioned in the RFP. Any additional requirement of Bank for upgrading the RAM, Hard Disk etc. will be a cost to bidder	As per RFP
280	126				

				and should be done on mutually agreed chargeable basis only.	
		1.2.3.24	ADWMs Provider providing the Fingerprint Biometric device will also need to manage / perform the RD services (Device Registration, KeyExchange/ Rotation Activity, etc.) as per the guidelines or directives received from UIDAI titled "AADHAAR REGISTERED DEVICES TECHNICAL SPECIFICATION - VERSION 2.0 (REVISION 1)" dated February 2017 or any amendments/ updates thereto, and any other instructions/ guidelines of UIDAI/ RBI/ IBA regarding biometric authentication, in relation to the Fingerprint Biometric devices supplied with the ADWMs 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 ADWMs 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	Currently, Bank is having Cash Dispensers (CDs) and ADWMs from various OEMs. It will be beneficial for Bank to have single infrastructure for all OEMs of CDs & ADWMs for RD services from Bank network. Request bank to remove this clause.	As per RFP
281	126		and maintained by the OEM, at no additional cost to the Bank.		

		1.2.3.23	Further, breaking open the safe lock shall be required to be done without any additional cost to the Bank, as number of such instances are very limited	Breakopen should be done on chargeable basis for reasons attributed to bank or CRA	As per RFP
282	126				
283	126	1.2.3.24	The cost of combination lock including all keys (Black and red) or any hardware (like Bluetooth dongle/devise for usage of OTC) if required to be replaced during the contract period shall be borne by ADWMs. Provider. The combination lock should be compatible with the Bank's OTC Infrastructure. Bidder should provide the Red, Black keys / any other items required for usage of OTC feature of the lock. Such defective lock shall be broken open by ADWMs Provider at their cost. Further, breaking open the safe lock shall be required to be done without any additional cost to the Bank, as number of such instances are very limited.	Combination lock, Black and Red key are consumable items and are not covered under AMC. Also break opening activity is done by the third party. Bank shall pay for the repalcement of safe lock or Black/ Red key and for the safe lock break opening activity. Request Bank to amend this clause accordingly	As per RFP
284	127	1.2.3.26	Co-ordinate the e-Surveillance Installation / re-installation etc.	We request bank, there is separate SLA between bank and e-surveillance vendor. So requesting bank to remove this clause. The clause is not pertaining to this RFP.	As per RFP
285	127	1.2.3.26	Co-ordinate the e-Surveillance Installation / re-installation etc	What will be the requirement from HPY in this case?	As per RFP

		1.2.3.27	1.2.3.27 Clearing of currency jam, paper, card, journal / receipt paper jams, clearing of card jams. Repetitive cash jam issues general administrative maintenance ("Administrative Maintenance"), including retrieval of mutilated cash from the divert cassette.	Clearing of Jams of paper/currencies are pertains to FLM activities and should be kept away out of SLM scope, also FLM calls related to bottom hatch errors (in Bank Managed ATMs) shall be attended by the custodian who has the access to the Vault, allowing 3rd Party (FLM) vendors may lead to risk of Cash misappropriation. Hence, considering the safety of cash and access availability, requesting Bank to modify the scope to include Top hatch Errors only under FLM services	As per RFP
286	127				
		1.2.3.28	1.2.3.28 Visits required to bring the ADWMs. online when left in maintenance mode or to correct currency cassettes not properly seated; straps or bands not removed from currency; improper loading of currency into cassettes; or improper loading of cassettes into the ADWMs.; incorrect, or incorrect installation of consumable supplies; erroneous ADWMs settlement totals causing the ADWMs to go out of service; failure to clear the electronic journal.	Bank to recommend ADWMs custodians to follow the correct procedure while loading/unloading of cash. Appropriate training will be provided by the engineer at the time of handing over of machines. Any Engineer visits or spare damages caused due to improper EOD/Loading/Unloading performed by ADWMs due to any reasons, will be chargeable to Bank as these are beyond MSP control	As per RFP Please refer the clause no. 1.2.3.48.2 as "Wherever support of joint custodian requires, ADWMs Provider to coordinate with Joint custodian to resolve the issue.".
287	127				
		1.2.3.29	1.2.3.29 ADWMs down due to telephone line, ADWMs network, or non-Vendor- serviced modem problems.	MSPs FLM/SLM visits only applicable for the machine related errors, any issues pertains to 3rd Party Vendor to be routed to the appropriate vendor and in case if MSP Engineer visits required, then the same may be chargeable to Bank as per mutually agreed terms	As per RFP
288	127				

289	127	1.2.3.30	1.2.3.30 Calls placed where no problems are found on arrival or problem auto-resolved.	MSPs FLM/SLM visits only applicable for the machine related errors, any issues pertains to 3rd Party Vendor to be routed to the appropriate vendor and in case if MSP Engineer visits required, then the same may be chargeable to Bank as per mutually agreed terms	As per RFP
290	127	1.2.3.31 & 1.2.3.33	1.2.3.31 Visits to the ADWMs to allow access to ADWMs to a third party. 1.2.3.33 Calls resulting from Bank's or third party's erroneous actions.	MSPs FLM/SLM visits only applicable for the machine related errors, any issues pertains to 3rd Party Vendor to be routed to the appropriate vendor and in case if MSP Engineer visits required, then the same may be chargeable to Bank as per mutually agreed terms	As per RFP
291	127	1.2.3.26	Co-ordinate the e-Surveillance Installation / re-installation etc.	We believe Bank is having separate vendor for e-Surveillance Installation / re-installation etc.. Request Bank to remove this clause.	As per RFP
292	127	1.2.3.31	Visits to the ADWMs to allow access to ADWMs to a third party	Will be attended on chargeable basis	As per RFP
293	127	1.2.3.33	Calls resulting from Bank's or third party's erroneous actions	Will be attended on chargeable basis	As per RFP
294	128	1.2.3.38	1.2.3.38 Trouble shooting of Software/Agents at the ADWMs for non-functioning of any of its functionality or ADWMs is down irrespective of facts whether it relates to Software or hardware breakdown. The ADWMs Provider will take full responsibility for ensuring that the	MSPs FLM/SLM visits only applicable for the machine related errors, any issues pertains to 3rd Party Vendor to be routed to the appropriate vendor and in case if MSP Engineer visits required, then the same may be chargeable to Bank as per mutually agreed terms	As per RFP

			ADWMs is functional with Solutions installed on the same and will aim for operationalization of ADWMs and share the logs if required.		
295	130	1.2.6.2	FLM calls also related to bottom hatch of the ADWMs that requires opening of ADWMs safe / vault shall be attended by the bidder whenever required.	The Bottom hatch access will be required and Bank to provide the same	As per RFP Please refer the clause no. 1.2.3.48.2 as "Wherever support of joint custodian requires, ADWMs Provider to coordinate with Joint custodian to resolve the issue.".
296	132	1.2.3.52	The following Preventive Maintenance Check-list is required to be submitted duly signed and completed. The Preventive Maintenance Check list as mentioned below.	PM Checklist format provided in RFP is too basic. We are already using exhaustive PM Checklist in current projects, which can be considered for approval for applicability under this RFP.	As per RFP, PM checklist is illustrative. Final checklist will be shared with successful bidders.
297	134	1.2.4 (v)	For cassette swaps in ADWM RBI Circular RBI/2017-18/ DCM (Plg.) No.3641/10.25.007/201/2017-18 dated 12th April 2018.	This should be out of scope of HPY	As per RFP, these are reference circulars issued by RBI.
298	134	1.2.4 (vi)	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.	This should be out of scope of HPY	As per RFP, these are reference circulars issued by RBI.

		1.2.4 (vii)	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	E-Surveillance should be out of scope of HPY	As per RFP, these are reference circulars issued by RBI.
299	134				
300	134	1.2.6.1	1.2.6.1 FLM calls shall be attended by Vendor at ADWMs to identify and resolve all types of issues including the followings: • Clearing currency jams, • Clearing purge bin jams, • Clearing printer jams, • Connectivity & Power issues Any other activity required to ensure Deposit/Dispensation of cash	FLM calls related to bottom hatch errors (in Bank Managed ATMs) shall be attended by the custodian who has the access to the Vault, allowing 3rd Party (FLM) vendors may lead to risk of Cash misappropriation. Hence, considering the safety of cash and access availability, requesting Bank to modify the scope to include Top hatch Errors only under FLM services	As per RFP Please refer the clause no. 1.2.3.48.2 as "Wherever support of joint custodian requires, ADWMs Provider to coordinate with Joint custodian to resolve the issue.".
301	134	1.2.6.2	FLM calls also related to bottom hatch of the ADWMs that requires opening of ADWMs safe / vault shall be attended by the bidder whenever required.	FLM calls related to bottom hatch errors (in Bank Managed ATMs) shall be attended by the custodian who has the access to the Vault, allowing 3rd Party (FLM) vendors may lead to risk of Cash misappropriation. Hence, considering the safety of cash and access availability, requesting Bank to modify the scope to include Top hatch Errors only under FLM services	As per RFP Please refer the clause no. 1.2.3.48.2 as "Wherever support of joint custodian requires, ADWMs Provider to coordinate with Joint custodian to resolve the issue.".

		1.2.4	xi. 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 ADWMs/ 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 ADWMs 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.	Since ADWM's are deployed in BANK network, we request bank to manage / perform RD services as per UIDAI guidelines with Biometric device OEM directly. ADWM OEM will introduce Biometric OEM to Bank	As per RFP
302	134				
		1.2.4	xiii. The latest RBI master circular issued for customer service should be complied.	Request bank to share latest master circular issued for customer service	As per RFP
303	134				

304	135	1.2.6.2	FLM calls also related to bottom hatch of the ADWMs that requires opening of ADWMs safe / vault shall be attended by the bidder whenever required.	HPY will not have access to bottom hatch / vault. SBI to arrange for CRA, etc at the time of HPY's engineer visit	As per RFP Please refer the clause no. 1.2.3.48.2 as "Wherever support of joint custodian requires, ADWMs Provider to coordinate with Joint custodian to resolve the issue.".

| | | | 1.2.9 | Supply and Replenishment of consumables such as paper roll, printer ribbons, inkjet cartridge Vendor shall replenish consumables essential to ensure uninterrupted ADWMs operation as necessary without limitation on quantity.

The specification of these consumables shall be as under:

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

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

1.2.9.3 Any artwork / writeups, as and when required, at the front / back of the receipt paper rolls by the Bank should be implemented without any additional cost to the Bank during the entire contract period and extension(s) thereof. The artwork / writeups can be in color or Black & White or greyscale. | High Penalty attached. Needs to be revised to acceptable levels/industry standards.
To be added under Vendor scope Back to back | As per RFP |
| 305 | 135 | | | | | |

1.2.10 Consumable Management shall be independent of ADWMs make, model, type of network & Vendor.

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

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

Penalty:

Rs.1000/- per incident shall be levied if consumables are not made available within four hours 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. The consumables required are to be replaced by the vendor at the respective machines.

306	136	1.2.12	Electronic Journal (EJ): EJ pulling services will be the primary responsibility of the MVS vendor. However, failure of MVS vendor in EJ pulling due to any fault of the machines viz. hardware faults, hard-disk related faults, etc., the bidder shall be responsible for such failure and actual loss, if any, attributable to the bidder shall be recovered from bidder, in addition to the penalty stipulated in this RFP. The Bank decision in this regard will be final and binding to the bidder.	If the EJ is not been pulled it would be the MVS vendor responsibility to get it sorted by logging a call with the respective OEM vendor	As per RFP
307	137	1.2.10	1.2.10 Consumable Management shall be independent of ADWMs make, model, type of network & Vendor.	Request Bank to clarify the consumable management will be related to the machines supplied by the bidder in this RFP only	As per RFP
308	137	1.2.11	Consumables replenishment penalty: Rs.1000/- per incident shall be levied if consumables are not made available within four hours from the time information available in Online Monitoring Solution or complaint lodged by Bank official at the portal and/ or	Penaty of 1000/- per incident is very high. We would request bank to reduce this penalty to Rs. 100/- per incident.	As per RFP
309	137	1.2.12.1	Penalty for Non-availability of EJ attributable to bidder: The penalty for non-availability of EJ attributable to bidder shall be levied @ Rs.1000/- per instance per day.	Penalty of Rs. 1000/- per instance per day is very high. Request Bank to reduce this penalty to Rs. 50/- per day. Also if successful bidder is unable to pull the EJ due to power issue, network issue or any other reasons having Bank	As per RFP

					pendency, bidder shall not be penalized for that. Request Bank to amend this clause	
			2.1.1	1.1 In the event of Bank deciding to switch over from Multi-Vendor Software or to any other Software and ADWMs Protection solution to OEM's Native application, Cash recycler should be capable of running OEM's native ADWM software and its allied applications (if any) without any hardware changes. The ADWMs provider will be responsible for testing, integration, commissioning and coordinating implementation of OEM's Native software in already deployed (or to be deployed) ADWM without any cost to the Bank, as per requirement (s) of the Bank. The successful bidder(s) support all activities involved in the switch back to OEM native ADWM application along with fulfilling requirements as per RFP including those mention in Appendix C1, C2 C3 and, C4) of Technical and functional specifications. ADWMs provide timely completion of the concerned activities during the tenure of the contract. Security softwares include but not	OEM to provide native application as is standard configraton. If Bank expect specific function/customization is required, it will be mutully agreed cost with bank	As per RFP
310	140			limited to :- Whitelisting solutions, Time		

			based admin access, TLS 1.2 or higher, full Hard disk encryption, OTP based access etc. as per RBI Control Measures for Digital Security guidelines.		
311	141	2.2.5.13.5	1.2.5.13.5 Check Readers and Scanners	Not Applicable for ADWM	As per RFP, These are illustrative items.
312	141	2.2.5.13.6	1.2.5.13.6 Depository Units	Not Applicable for ADWM	As per RFP, These are illustrative items.
313	141	2.2.5.13.9	1.2.5.13.9 Text Terminal Units	Not Applicable for ADWM	As per RFP, These are illustrative items.
314	141	2.2.5.13.13	1.2.5.13.13 Card Embossing Units	Not Applicable for ADWM	As per RFP, These are illustrative items.

315	141	2.2.5.13.19	1.2.5.13.19 Item Processing Modules	Not Applicable for ADWM	As per RFP, These are illustrative items.
316	142	2.3.2 (III)	The vendor must provide EJ on T+1 basis for reconciliation purposes to Bank in the format desired by reconciliation software of the Bank	Delays of EJ file transfer due to networks issues, ATM Down, force majeure etc. to be excluded. Format of the EJ file content cannot be changed by EJ application	As per RFP
317	142	2.3.2 (VI)	The vendor should provide EJ viewer facility to the Bank	A set of EJ server needs to be installed at bank premises for centralized EJ viewer	As per RFP
318	142	2.2.11	1.2.11 To provide sign off post completion of functionality tests.	Request Bank to provide UAT & Production sign off to ADWM OEM after due deligence testing / SIT-UAT completion & live site testing.	As per RFP
319	142	Note	It's at the sole discretion of the Bank, to either continue or discontinue the procurement of licence and Comprehensive AMC of OEM Native application, Annual Technical Support Services and services (whole or in part(s)in respect of ADWMs (cash recycler) from the ADWMs provider, when installed with the Multi-Vendor Software and End point Protection agents.	Request Bank to define scope of work for ADWM OEM under Annual Technical Support services	As per RFP
320	143	2.2.12	15. TTS Engine	Request Bank to confirm if ADWM OEM to provide TTS Engine to MVS Solution provider	As per RFP

		2.3.1.d	Bidder shall provide required services (irrespective of no. of visits to the ADWMs) under the Scope of work, on oral/ telephonic/ email/ SMS / Mobile Application or Tickets/Incidents reported at Banks' Online Monitoring System any other mode of communication by the Bank through its qualified expert personnel wherever the ATMs are installed with following resolution time, otherwise will be subject to penalty mentioned there against : VIP ATMs: Resolution time of 2 hrs: Irrespective of the population group/ category- Penalty of Rs. 1200/- per hour delay. Regular ATMs: Resolution time of 4hrs Metro, Urban and Semi-Urban locations and 6 hrs for Rural locations- Penalty of	There is a over lapping of penalties. As Bank is penalizing for downtime, then this penalty clause related to resolution time shall be removed. We would request Bank to remove this penalty clause	As per RFP
321	143		Rs. 1000/- per hour delay.		
		2.2.2 iii	The vendor must provide EJ on T+1 basis for reconciliation purposes to Bank in the format desired by	EJ Files can be transferred to Bank in plain text only.	As per RFP
322	144		reconciliation software of the Bank.		
		2.2.2. (vi)		A separate server needs to be installed in bank network to host and run the EJ viewer application. Request Bank to confirm whether	As per RFP (For native).
323	144		The vendor should provide EJ viewer facility to the Bank	bank will provide the required infrastructure	

324	145	2.2.2 (xi b)	b) In case EJ data is not complete or unavailable at ADWMs itself, penalty shall be charged for actual amount of claim received with penalty amount paid by Bank to the claimant (if any), for which bank is liable to make good the claim, on account of non-submission of EJ.	Dependencies like network issues, ADWM down and force majeure to be considered as exclusion.	As per RFP
325	145	2.2.2 (xi)	Following penalties shall be applicable for non-performance / delayed performance of EJ related activities due to non-working of EJ module. Bank shall levy a penalty of Rs.1000/- per instance per day in case of:	Requesting Bank to exclude ADWM down and uncontrollable instances. MSP is requesting for a TAT of 3 days fixing.	As per RFP
326	145	2.3.3	Penalty for Non-availability of EJ attributable to bidder: The penalty for non-availability of EJ attributable to bidder shall be levied @ Rs.1000/- per instance per day. A) EJ disabled and EJ disconnected cases not resolved within T+1 days. B) In case EJ data is not complete or unavailable at ADWMs itself, penalty shall be charged for actual amount of claim received with penalty amount paid by Bank to the claimant (if any), for which bank is liable to make good the claim, on account of non-submission of EJ.	Penalty of Rs. 1000/- per instance per day is very high. Request Bank to reduce this penalty to Rs. 50/- per day. Also if successful bidder is unable to pull the EJ due to power issue, network issue or any other reasons having Bank pendency, bidder shall not be penalized for that. Request Bank to amend this clause	As per RFP

327	147		2.3.5.3	2.3.5.3 If the vendor fails to provide the DVSS footage within 1 day when required by the Bank (within 180 days of the incident), for any reason including settlement of complaints within a reasonable time, the vendor will be liable to pay a penalty of Rs. 1,000/- per instance or the amount of loss suffered by the Bank on account of non-availability of such DVSS footage, whichever is higher.	Constrain of the network bandwidth to be consider which may interrupt the image uploading. If this involves engineer visit - requesting 72 hrs. of time	As per RFP
328	147	3. MIS Reports / Dashboard		MIS Reports / Dashboard	Bank is requested to mutually agree on type of reports	As per RFP
329	147		2.3.5.3	If the vendor fails to provide the DVSS footage within 1 day when required by the Bank (within 180 days of the incident), for any reason including settlement of complaints within a reasonable time, the vendor will be liable to pay a penalty of Rs. 1,000/- per instance or the amount of loss suffered by the Bank on account of non-availability of such DVSS footage, whichever is higher.	Penalty of Rs. 1000/- per instance per day is very high. Request Bank to reduce this penalty to Rs. 50/- per day. Also if successful bidder is unable to retrieve the DVSS images due to power issue, network issue or any other reasons having Bank pendency, bidder shall not be penalized for that. Request Bank to amend this clause	As per RFP

330	150		SInstallation Schedule after release of Overall Purchase Order (PO) from Anytime Channels, Corporate Centre:- SNO. BIDDER NO. OF ADWMs to be covered Number of units to be installed and made cash-live from PO date Month 1 Month 2 Month 3 1 L1 3750 1250 1250 1250 2 L2 2250 750 750 750 3 L3 1500 500 500 500 Total 7500 2500 2500 2500	As this is large project a detailed project plan needs to be agreed along with deployment timelines at the time of contracting.	As per RFP
331	152	Appendix F. Indicative Price Bid 2.d	Buy Back of existing machines	We request the bank to remove 5% as the mandatory buyback cost. This is unreasonable as the machines have no residual value and no use as these cannot be used anywhere also as these are end of life. The bidder already has to bear the cost of degrouting and transportation of the machines to the scrap facilities and then pay for scrappage. The cost itself is very high for this activity. There is no earning from these ADWMs but a significant cost for scrappage. Bank adding additional cost at 5% is unfair and unreasonable. The bank should allow the bidder to define this cost or bank should degrout and scrap the ATMs on its own as SIS is being done by the bank in the branch only.	Corrigendum: @3%

332	152	Appendix - F (1 - b)	AMC for 6 years on ADWMs, UPS and Batteries - % pa on Amount of items (1a + 1e + 1f)	We request to include battery also in AMC computation i.e. 1 g	Corrigendum
333	152	Appendix - F (1 - b)	AMC for 6 years on ADWMs, UPS and Batteries - % pa on Amount of items (1a + 1e + 1f): Min - 7% Max - 10%.	Request to increase the cap to 12%	As per RFP
334	152	2d	Buyback of existing machines	The existing assets are already more than 7 years old and need to be scrapped. The bidder is already incurring cost for transportation and scrapping in Green way. We request the bank to limit the buyback of the machine to 2 % of the recycler price.	Corrigendum: @3%
335	152	1b	AMC for 6 years on ADWM s ,UPS, Batteries - % p.a. on Amount of items (1a +1e+1f)	Request Bank to clarify if should be "AMC for 6 years on ADWM s ,UPS, Batteries - % p.a. on Amount of items (1a +1e+1f+1g)	Corrigendum
336	152	1.b	Appendix-F : Indicative Price Bid AMC for 6 years on ADWMs, UPS & Batteries- % p.a. on Amount of items (1a+1e+1f)	We believe there is typo mistake and it should be - 1a+1f+1g	Corrigendum
337	152	2d	Buy Back of existing machines - 5% of 1 (a)	Please note the bidder will have to scrap the old machine and has no residual value neither the parts can be reused. Over and above bidder will be bearing degrouting and transportation cost of machine to the scrapping factilities. The 5% fixed cost of 1 (a) seems to be unjustifiable. Request Bank to remove 5% as the fixed buyback cost and let bidder quote the buyback value.	Corrigendum: @3%
338	153		Appendix F1: Payment Terms	Request Bank to release payments within 15 days from the date of submission of document.	As per RFP

		Appendix F1: Payment Terms	a.100 % on installation of the machine, which has been made cash live. The vendor will submit an Installation Certificate with an undertaking to dispose of existing endpoint as per ewaste policy subject to confirmation by the concerned Branch Manager/ Authorised Bank official as per the format.	Please note there is a possiblity of getting installation delayed due to site conditions which are beyond vendor control or for the reasons not attributable to vendor. Request Bank to modify the clause as - a.100 % on installation of the machine,which has been made cash live or against Deemed installation certificate (if machine is delivered and not installed within 15 days for the reasons not attributable to vendor). The vendor will submit soft copy of an Installation or deemed installation Certificate with an undertaking to dispose of existing endpoint as per ewaste policy subject to confirmation by the concerned Branch Manager/Authorised Bank official as per the format. Bank will release payment within 15 days from the date of submission documents in soft copies.	As per RFP
339	153				
340	154	Appendix F2	Appendix F2 : Tax Rate	The page is blank	As per RFP
		Appendix- I	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 counter-signed by Company Secretary of the Company and counter-signed by Bidder giving the percentage	Request Bank to modify the clause as - 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 counter-signed by Company Secretary of the Company or counter-signed by Bidder giving the percentage	As per RFP
341	159				

			of local content, on their letter head with Registration Number with seal.	of local content, on their letter head with Registration Number with seal.	

		2.1.2.1	ADWM Provider shall provide First Line Maintenance (FLM) including cash related fault and Second Line maintenance (SLM) for all machines (irrespective of the machine being cash-managed by Bank staff) repair, spares replacements and maintenance service (response and resolution), to the Bank round the clock throughout the year including all Saturdays, Sundays and Holidays during the terms of contract on oral/ telephonic/ email/ SMS / Mobile Application or any other mode of communication by the Bank or through its own service personnel or any service provider or any monitoring system through its own expert service resource wherever the ADWMs are installed irrespective of number of physical visits at the site/ADWM and without any additional cost to the Bank. The service shall be made available by ADWM Provider as under: Category Resolution Time/ TAT Penalty VIP ADWMs 2 Hours: Irrespective of the population group/ category Rs 1200/- per ADWM per hour. Regular ADWMs iii. 4 Hours: At Metro, Urban and Semi-urban locations	Bank to reconsider the TAT penalty as this is very much on higher side and to make the business more viable for the vendors Requesting Bank to only consider hardware uptime Penalty Resolution of the incident is subject various factors which may not be attributable by bidder, hence Bank to consider exemption for the Non bidder controllable factors.	As per RFP	
342	170				

iv. 6 Hours: At Rural locations Rs 1000/- per ADWM per hour.

The Bank will have sole discretion to permit the grace travel time depending on the circumstances. The Bank has the discretion of classifying the ADWMs as VIP or Regular subject to review. ADWM Provider should ensure dispatch of qualified personnel to the ADWM site with a view to resolve the incident attributed to ADWM Provider and operationalize the ADWM within the abovementioned resolution timelines.

		1.5	There will not be any maximum cap for Comprehensive AMC services	Requesting bank to put a cap on penalty of 10%	As per RFP
343	171				
344	171	1.5	There will not be any maximum cap for Comprehensive AMC services.	We request the Bank to Cap the penalty at 10 % of the AMC of the machine	As per RFP
345	171	1.5	Other Terms and Penalties 1. General: There will not be any maximum cap for Comprehensive AMC services	Request to cap maximum penalty @10% of the particular ADMW AMC invoice value.	As per RFP
346	171	Appendix -L 1.5	1.5 There will not be any maximum cap for AMC services	Bidder insists for a cap on penalty . Bidder is open to discuss if Bank has any spefic number in mind	As per RFP
347	172	2.1.2.1	2.1.2.1 ADWM Provider shall provide First Line Maintenance (FLM) including cash related fault and Second Line maintenance (SLM) for all machines (irrespective of the machine being cash-managed by Bank staff) repair, spares replacements and maintenance service (response and resolution), to the Bank round the clock throughout the year including all Saturdays, Sundays and Holidays during the terms of contract on oral/ telephonic/ email/ SMS / Mobile Application or any other mode of communication by the Bank or through its own service personnel or any service provider or any monitoring system through its own expert service resource wherever the ADWMs are installed irrespective of number of physical visits at the site/ADWM and	Requesting bank to exclude non-working day as the machine custodian is required.	As per RFP. Please refer to clause no. 2.1.3

			without any additional cost to the Bank. The service shall be made available by ADWM Provider as under		

		2.1.2.1		Request Bank to modify the clause as -	As per RFP
			Penalty for Downtime : ATM Provider shall provide First Line Maintenance (FLM) including cash related ....irrespective of number of physical visits at the site/ATM and without any additional cost to the Bank. The service shall be made available by ATM Provider as under: VIP ADWMs Resolution Time/ TAT - 2 Hours : Irrespective of the population group/ category Penalty - Rs.1200 per endpoint per hour Regular ADWMs iii. 4 Hours : At Metro, Urban and Semi-urban locations iv. 6 Hours : At Rural locations	Penalty for Downtime : ATM Provider shall provide First Line Maintenance (FLM) including cash related .... irrespective of number of physical visits at the site/ATM and without any additional cost to the Bank. For onsite machine where custodian is branch (i.e.Downtime exclusions to be given for non-banking hours).The service shall be made available by ATM Provider as under: VIP ADWMS Resolution Time/ TAT - 12 Hours : Irrespective of the population group/ category Penalty - Rs.700 per endpoint per hour Regular ADWMs iii. 24 Hours : At Metro, Urban and Semi-urban locations iv. 28 Hours : At Rural locations	
348	172		Penalty - Rs.1000 per endpoint per hour	Penalty - Rs.500 per endpoint per hour	
		2.1.2.3	The Vendor will NOT be responsible for Cash out / Cash Full because Cash Management Services are not outsourced to them. However, the Vendor should follow-up / co-ordinate with the Joint Custodians / concerned stakeholder(s) to make the ADWM	This is Manage service scope so requesting bank to remove this clause.	As per RFP
349	173		cash-dispensing/depositing again. The		

				Bank shall provide approximate exclusions to downtime for such faults.	
350	173		2.1.2.1	Category Resolution Time/ TAT Penalty VIP ADWMs 2 Hours: Irrespective of the population group/ category Rs 1200/- per ADWM per hour. Regular ADWMs i. 4 Hours: At Metro, Urban and Semi-urban locations ii. 6 Hours: At Rural locations Rs 1000/- per ADWM per hour.	Request bank to delete instance based penalty as the penalty for Downtime is already defined based in the other clause.	As per RFP

			2.1.3	The following exclusions would be considered in computing penalty: § A maximum of 3 hours for quarterly Preventive Maintenance § 10 hours per month per ADWM under the Supervisory Downtime (which should be reasonable & in tune with national average) § Actual downtime on account of the Switch and network connectivity. § Core Banking Solution Host outages § Vandalism § Non-availability of access to the ADWMs to the vendor. § Force Majeure cases § Uncontrollable circumstances which shall be decided by the Bank and shall be binding on ADWM Provider. § In the state of Jammu & Kashmir, UT of Ladakh, and the North-Eastern states, the ADWM Operations under DGM (CM &CS) at respective LHOs may expressly allow maximum time not exceeding 24 hours for those specific locations which are considered difficult to reach for the reasons of inaccessible terrain and / or insurgency.	Request Bank to consider All factors which are beyond MSP Control need to be approved for exclusions Requesting Bank to consider below list of exclusions in addition to existing ones - 1.Downtime attributed due to no access available in backroom during Bank holidays & Post Banking hours to check UPS/Modem/Electrical related issues 2. Downtime attributed due to MHA restriction during night time, where CRAs are not allowed to attend dispenser related calls for Cash managed ATMs 3. Downtime relaxation up to 4 hours (Response time) for FLM related calls 4. Abnormal Power outages / Switch Activities / Network planned & unplanned outages	As per RFP
351	173				
352	173		2.1.2.4	Penalty for not maintaining target availability	Request to cap maximum penalty @10% of the particular ADMW AMC invoice value.	As per RFP

353	173	2.1.2.4	Penalty for not maintaining target availability: VIP ADWMs: Uptime penalties- 95% to 98% : 5% of pro rata of that particular ATM AMC for the month 92% to > 95% : 10% of pro rata of that particular ATM AMC for the month Less than 92% : 25% of pro rata of that particular ATM AMC for the month Regular ADWMs: 92% to 95% : 5% of Charges Payable 90.0% to less than 92.0%- 10% of Charges Payable Less than 90%- 25% of Charges Payable	Uptime penalties are very high, we would request Bank to reduce the penalties VIP ADWMS: 95% to 98% : 2% of of Charges Payable 92% to > 95% : 4% of of Charges Payable Less than 92% : 8% of Charges Payable Regular ADWMs: 92% to 95% : 2% of Charges Payable 90.0% to less than 92.0%- 4% of Charges Payable Less than 90%- 8% of Charges Payable	As per RFP
354	175	2.1.3	Exclusions to ADWM Provider's liability for penalty	We request bank to consider non-banking hours under exclusion bucket because FLM & SLA visit will not be possible as the ATM Hood door key is unique and it will be with branch custodian. Requesting bank to consider exclusion of at-least 48 hours for spare part requirement call.	As per RFP
355	175	2.1.2.5.1	Hits will include financial, non-Financial transactions and Value-added Service transactions. Admin, CMAC, unsuccessful / declined transactions (this includes customer induced transactions) will not be considered for incentive/reward purpose.	Requesting bank to consider unsuccessful transaction	As per RFP

			2.1.3	Exclusions to ADWM Provider's liability for penalty	Bank to consider including additional ground of exception where reasons are attributable to delay from Bank. We request bank to consider non-banking hours under exclusion bucket because FLM & SLA visit will not be possible as the ATM Hood door key is unique and it will be with branch custodian. Requesting bank to consider exclusion of at-least 48 hours for spare part requirement call.	As per RFP
356	175					

| | | | 2.10.1 | 2.10.1 Remedial Hardware Maintenance shall cover free machine replacement, free supply and replacement of spares, components, devices as well as Labour required to repair a malfunctioning of ADWM caused due to any reasons other than the conditions mentioned in below clause 2.10.5 (Exclusions permitted for replacement of machine) and restore it to good operating condition without any additional cost to the Bank.

2.10.2 Remedial hardware maintenance includes software support (and software reload, OS Reload, MVS Reload, EPS Reload etc.) or CEN XFS reload. Further, it covers, inter-alia, free provision of spares, parts, kits, software, including CEN XFS, drivers etc., as and when necessary to ensure that ADWM function in a trouble-free manner. ADWM Provider shall correct any faults and failures caused due to any reason, in the equipment and shall repair and replace worn out defective parts of the ADWM as and when requested by the Bank. Unserviceable spares, components, devices of the ADWM caused due to any reason should be replaced free of cost by | Any spares which are damaged due to Bank Infra & Other external factors, requesting Bank to approve the cost of the Part/Machine replacement as necessary which is beyond MSPs control | As per RFP. | |
| 357 | 175 | | | | | | |

			ADWM provider within the aforesaid resolution time (if it affects / impacts the operation of the ADWM) and within two working days (if it does not impact the operation of ADWM).		

		2.1.3	Exclusions to ADWM Provider's liability for penalty: The following exclusions would be considered in computing penalty: ▪ A maximum of 3 hours for quarterly Preventive Maintenance ▪ 10 hours per month per ADWM under the Supervisory Downtime (which should be reasonable & in tune with national average)	Request Bank to modify the clause as - Exclusions to ADWM Provider's liability for penalty: The following exclusions would be considered in computing penalty: ▪ A maximum of 6 hours for quarterly Preventive Maintenance ▪ 15 hours per month per ADWM under the Supervisory Downtime (which should be reasonable & in tune with national average) ▪ Core Banking Solution / MVS Solution / 3rd Party Solution Host outages ▪ Any delay, shortage, non-conformity, any other troubles arising out of such reason as attributable to the Bank or any third party	As per RFP.
358	175				

		2.1.3	Exclusions to ADWM Provider's liability for penalty; * A maximum of 3 hours for quarterly Preventive Maintenance * 10 hours per month per ADWM under the Supervisory Downtime (which should be reasonable & in tune with national average) * Actual downtime on account of the Switch and network connectivity. * Core Banking Solution Host outages * Vandalism * Non-availability of access to the ADWMs to the vendor. * Force Majeure cases * Uncontrollable circumstances which shall be decided by the Bank and shall be binding on ADWM Provider * In the state of Jammu & Kashmir, UT of Ladakh, and the North-Eastern states, the ADWM Operations under DGM (CM &CS) at respective LHOs may expressly allow maximum time not exceeding 24 hours for those specific locations which are considered difficult to reach for the reasons of inaccessible terrain and / or insurgency.	Apart from the downtime exclusions mentioned by the Bank in this RFP clause, we would rwquest Bank to exclude the downtime due to following reasons as well: a) Actual downtime due to cash outs as branch will be doing the cash loading b) Actual downtime due to cash dispenser/ Purge bin full as branch has to clear the dispenser Jams/ clear reject bin error c) Downtime due to power failure d) Downtime due to LAN issue	As per RFP
359	175				

| 360 | 176 | 2.3 | If the machine is not installed within 30 days for metro and urban/ 40 days for other areas from the date of purchase order, and the reason for delay is not attributable to the Bank, the vendor will be liable to pay a penalty of Rs.5000/- per machine per day from 31st day for metro and urban / 41st day for other areas, which will be realized/recovered from the invoice submitted for that machine or recovering from any other payment due to the vendor. In case of any delay due to Bank dependency, the vendor has to advise the same in writing along with the necessary proof mentioning the cause of delay. The Penalty shall be applicable where the delay is attributable to successful bidder and there is no dependency or delay on the part of Bank. The maximum penalty capped at Rs.1.00 lac per ADWM will be levied on account of delayed installation. | As this is large project a detailed project plan needs to be agreed along with deployment timelines at the time of contracting. Also Order to be split and release month wise. The INR 5000/- per day penalty is very high we request Bank to reconsider looking into the same. | As per RFP |

		2.3	If the machine is not installed within 30 days for metro and urban/ 40 days for other areas from the date of purchase order, and the reason for delay is not attributable to the Bank, the vendor will be liable to pay a penalty of Rs.5000/- per machine per day from 31st day for metro and urban / 41st day for other areas, which will be realized/recovered from the invoice submitted for that machine or recovering from any other payment due to the vendor. In case of any delay due to Bank dependency, the vendor has to advice the same in writing along with the necessary proof mentioning the cause of delay. The Penalty shall be applicable where the delay is attributable to successful bidder and there is no dependency or delay on the part of Bank. The maximum penalty capped at Rs.1.00 lac per ATM will be levied on account of delayed installation.	1) There should not be penalty for bulk PO or Clause is needed for per LHO maximum PO issuance in a week /Daily 2) LHO should share first list of sites for the survey and PO should be released only for feasible sites 3) Penalty should be reasonable to avoid dispute at later stage with the LHO -Rs 500/- per day will be charged to the vendor from 31st / 41st days of issuance of PO	As per RFP
361	176				

		2.3	If the machine is not installed within 30 days for metro and urban / 40 days for other areas from the date of purchase order, and the reason for delay is not attributable to the Bank, the vendor will be liable to pay a penalty of Rs.5000/- per machine per day from 31st day for metro and urban / 41st day for other areas, which will be realized/recovered from the invoice submitted for that machine or recovering from any other payment due to the vendor. In case of any delay due to Bank dependency, the vendor has to advice the same in writing along with the necessary proof mentioning the cause of delay. The Penalty shall be applicable where the delay is attributable to successful bidder and there is no dependency or delay on the part of Bank. The maximum penalty capped at Rs. 1.00 lac per ATM will be levied on account of delayed installation.	Considering the colour customization requirement as per RFP, we reqeust Bank to provide considerable time period for delivery of machines as mentioned below. If the machine is not installed within 45 days for metro and urban / 60 days for other areas (including North East Region, Andaman Nicobar & Lakshwadeep) from the date of purchase order, and the reason for delay is not attributable to the Bank, the vendor will be liable to pay a penalty of Rs. 500/- per machine per day from 46th day for metro and urban / 61st day for other areas, which will be realized/recovered from the invoice submitted for that machine or recovering from any other payment due to the vendor. In case of any delay due to Bank dependency, the vendor has to advice the same in writing along with the necessary proof mentioning the cause of delay. The Penalty shall be applicable where the delay is attributable to successful bidder and there is no dependency or delay on the part of Bank. The maximum penalty capped at Rs. 25,000/- per ATM will be levied on account of delayed installation.	As per RFP
362	176				

		2.7	If the ADWM Provider fails to carry out Preventive Maintenance of end point during a quarter, a penalty of Rs.500/- per day per ADWM will be levied from the date of close of the quarter till the date it is carried out, will be levied. The vendor should invariably use Field call report (FCR) in Online monitoring System for uploading of preventive maintenance.	Request Bank to modify the clause as - If the ADWM Provider fails to carry out Preventive Maintenance of end point during a quarter, a penalty of Rs.500/- per ADWM per week will be levied from the date of close of the quarter till the date it is carried out, will be levied.	As per RFP
363	176				
		2.9 Consumables	Consumables are required to be replenished well before it gets over. The payments shall be made pro-rata on quarterly basis in arrears as per the discovered rates w.e.f. the cash-live date of that particular ADWM. Penalty: Rs. 1,000/- per incident shall be levied if consumables are not made available within four hours 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. The consumables required are to be replaced by the vendor at the respective machines.	Request Bank to modify the clause as - Consumables are required to be replenished well before it gets over. The payments shall be made pro-rata on quarterly basis in arrears as per the discovered rates w.e.f. the cash-live date of that particular ADWM. Penalty: Rs. 500/- per incident shall be levied if consumables are not made available within four hours 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. The vendor will supply consumables to the branch and consumables will be replaced by branch at respective machines.	As per RFP
364	177				

| 365 | 178 | 2.10.4 | If any ADWM is beyond repair, it should be replaced with a new one within 30 days from the day when the machine is classified as beyond repair (classification to be done within 7 days of incident occurrence), without any cost to the bank, during the contract period and extension(s) thereof. The replaced machines should be of the exact same specifications which was provided to the Bank at the time of initial testing at Bank's ATM Lab. In case, bidders do not have the machines with the same specifications in all aspects, then the machine (with different specification, but not lower than the minimum specifications mentioned in this RFP) should be provided to the Bank's ATM lab for testing. The Bank's re-testing charges of Rs.20 lakh should be borne by the bidder. | Please note Bank is expecting from bidder to maintain these machines for additional 3 years, post completion of 1 year warranty & 6 years AMC, i.e. for total 10 years. Technology industry is evolving and new variants are introduced and old versions are not available after certain years.

Considering the committment of 10 years expected from the bidder, we request bank to remove following condition.
The Bank's re-testing charges of Rs. 20 lakh should be borne by the bidder. | As per RFP |
| 366 | 178 | 2.10.5.2 In case vendor fails to supply hardware / spare parts or machine. The penalty will be levied in | For Hardware / spare parts Rs.2000 per day from 48 hours of call log / request. | Request to consider:

For Hardware / spare parts Rs.1000 per day from 48 hours of call log / request. | As per RFP |

			following manner		
367	179	2.10.5.2	2.10.5.2 In case vendor fails to supply hardware / spare parts or machine. The penalty will be levied in following manner: For Hardware / spare parts Rs.2000 per day from 48 hours of call log / request. ADWM replacement Rs.5000 per day after 30 days For machine Rs.5000 per day after 7 days	Request Bank to delete this clause as it is practically not possible to deliver machines within 30 days. Also note the machines are color customized and with Vinyl wrap and will not be available on the shelf	As per RFP
368	182	5	Penalties for Reputational and business loss:	Request Bank to delete this section as bidder is already paying the downtime penalties. This will make it double penalty for the same incident	As per RFP
369	182	5.1	5. Penalties for Reputational and business loss: A penalty of Rs.1000 per day per noncomplied machine shall be applicable for delay after the agreed stipulated timeframe.	Request Bank to modify the clause as - A penalty of Rs.1000/- per week per noncomplied machine shall be applicable for delay after the agreed stipulated timeframe.	As per RFP

		Appendix -L (5)			
370	182		Penalties for Reputational and business loss:	Business and reputational loss is very subjective and as a normal contractual practice these losses are normally excluded . In any case , Bidder understands that save for the penalty stipulated in 5 (d) , Bidder shall not be liable for any other losses with respect to business or reputation . Need confirmation on this.	As per RFP
371	183	7	Penalty @ Rs.5000/- per ADWM will be recovered from the Bidder if Clauses relating to RBI, MHA, IS Audit and Other compliances /guidelines and any clause mentioned in this RFP is not adhered / not complied / failed during audit testing.	Compliance of Laws shall be restricted to the services rendered to the Bank under this Project and with such laws which are applicable for the Services and not otherwise. Additionally, Bidder should be entitled to charge the Bank with a reasonable costs incurred by the Bidder in order to comply with the regulatory requirements required in the future.	As per RFP
372	227	Appendix Q	PRE-CONTRACT INTEGRITY PACT	The fraudulent practice or corrupted practice or illegal activities shall be proven by the Bank. Further, Bidder shall only be responsible for the breaches or violations of the terms if any, which are directly attributable to the Bidder and which are proven by the adjudicating authority.	As per RFP
373	238	Appendix-R	FORMAT FOR EMD BANK GUARANTEE d) This guarantee shall remain in force up to 18 months provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.	We believe there is typo mistake and it should be - 180 days	To be discussed
374	240	Appendix S	(NB : Please strike out either 3 (a) or 3 (b) as the case may be)	We believe there is typo mistake and it should be - 4 (a) or 4 (b)	Corrigendum

375	250	3		3. Based on the existing agreements, no charges are payable by the Bank for any software / patches /updates at the ADWMs, including the quarterly visits for preventive maintenance. This will cover MVS/EPS/other agents upgrade also.	Request Bank to restrict this clause to cover only Hardware and OS or XFS patches. In case of MVS or EPS it will be the responsibility of the Application provider to attend to the upgrade of application/EPS or other agents	As per RFP
376	259	31.9		The Bidder shall be agreeable for on-call/on-site support 24 **X** 7 **X** 365 and at the time of switching over from Production (PR) to Disaster Recovery (DR) and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period	In the event of any FLM/SLM visits required in bulk for the machines which gets impacted due to such activities as a result of activities not attributed to Bidder, should be chargeable to Bank as these are additional visits caused due to Bank/3rd Party vendor activities. Request Bank to confirm on the same	As per RFP
377	260	Appendix - U	Scenario - III: 03 Bidders		a) Request Bank to confirm on below scenario, which is not covered in the RFP. If L1 is Class II Local Supplier and L2 is Non local supplier & L3 is Class I local Supplier, then Class I will given chance to Match the L1 price for 50% share (provided it remain within 20% Margin), please suggest if our understanding is correct. b) If there are two Class 1 suppliers in the bidiing, how will this caluse be applicable	As per RFP a) Yes. b) As per RFP clause No. 17.13.3 sub clause vi.
378	261	Appendix-U			Request to clarify the Percentage Allocation for below situation - When L1 is Non Local Supplier and L2 & L3 are Class I or Class II Local Suppliers	As per RFP clause No. 17.13.3 sub clause vi.

		1.1.3	If during the period of warranty and Comprehensive AMC Contract period, an ADWMs is frequently becoming out of order for technical reasons for more than three times in a month and for two consecutive months, the Bank may ask the bidder to replace the ADWMs with another new ADWMs of same model & make with exactly same technical specifications as tested in the SBI ATM Lab before the commencement of rollout, at no extra cost to the Bank. The selected bidder should update /supply/ install necessary changes in ADWMs, if any, due to regulatory compliance, the same should be available at no additional cost to the Bank irrespective whether it being minor or major modifications. All upgradations will be done by the vendor free of cost and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the	Implementation of any new guidelines shall be done at mutually agreed price. Request Bank to amend this clause accordingly.	As per RFP
379	111-112		vendor.		

		1.1.14	Deviations from technical specifications, if any, may be clearly indicated. Though the Bank has laid down the minimum configuration of both hardware and software of ADWMs to meet present requirements, the ADWMs should be upgradable to support any statutory/ regulatory compliance requirements, the same should be available at no additional cost to the Bank irrespective whether it being minor or major modifications and / or change of configuration etc. All upgradations will be done by the vendor free of cost and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor.	Efforts to create the software for iplementation of any new guidelines shall be done at mutually agreed price. Request Bank to amend this clause accordingly.	As per RFP
380	114-115			

		1.1.23 & 1.2.4	ADWMs 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. All upgradations will be done by the vendor free of cost and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor. The Bank desires to install ADWMs 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 ADWMs 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 at the sole discretion of the Bank.	Bidder wishes to submits that should there be any change in guidelines / law etc . And which necessaites any change in the hardware / software / or the way services are being rendered , notwithstanding any thing to the contrary elsewhere in the RFP, new changes shall be to done on mutual terms and Bank soley shall bear the cost of such change as no can predict the future regilatory changes .	As per RFP
381	116 & 134		Noncompliance by bidders shall attract penalty of ₹ 5,000 per day per ADWMs		

from the end date advised by the Bank for compliance. Therefore, it is recommended that bidders install ADWMs with higher configurations than the
minimum specifications mentioned in this RFP

382	121-122	1.2.3.2	All supplied ADWMs will be categorized in 2 types, VIP or Regular, and maintain the availability mentioned there against. It is the discretion of the Bank to categorize the ADWMs as VIP or Regular, subject to review: VIP- ADWMs 98%, Regular ADWMs- 95%. There shall be no exclusion to availability, except force majeure case like flood, earthquake, natural calamities, pandemic, curfew, lockdown and vandalism cases.	Apart from the downtime exclusions mentioned by the Bank in this RFP clause, we would rwquest Bank to exclude the downtime due to following reasons as well: a) Actual downtime due to cash outs as branch will be doing the cash loading b) Actual downtime due to cash dispenser/ Purge bin full as branch has to clear the dispenser Jams/ clear reject bin error c) Downtime due to power failure d) Downtime due to LAN issue	As per RFP
383	126-127	1.2.3.24	ADWMs Provider providing the Fingerprint Biometric device will also need to manage / perform the RD services (Device Registration, Key- Exchange/ Rotation Activity, etc.) as per the guidelines or directives received from UIDAI titled "AADHAAR REGISTERED DEVICES TECHNICAL SPECIFICATION - VERSION 2.0 (REVISION 1)" dated February 2017 or any amendments/ updates thereto, and any other instructions/ guidelines of UIDAI/ RBI/ IBA regarding biometric authentication, in relation to the Fingerprint Biometric devices supplied with the ADWMs 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	Any new device to be incorporated in the Machine post implementation, cost (hardware) for the same need to be borne by the bank. It is highly challenging to factor the future upgrade cost & share the commercial.	As per RFP Please refer to the RFP clause 30.6

| | | | and maintained by the ADWMs 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. | | |

		2.3.1 (d)	Bidder shall provide required services (irrespective of no. of visits to the ADWMs) under the Scope of work , on oral/ telephonic/ email/ SMS / Mobile Application or Tickets/Incidents reported at Banks' Online Monitoring System any other mode of communication by the Bank through its qualified expert personnel wherever the ADWMs are installed with following resolution time, otherwise will be subject to penalty mentioned there against Category Resolution Time/ TAT Penalty VIP ADWMs 2 Hours : Irrespective of the population group/ category Rs.1200 per ADWMs per hour Regular ADWMs i. 4 Hours : At Metro, Urban and Semi-urban locations ii. 6 Hours : At Rural locations Rs.1000 per ADWMs per hour The Bank will have sole discretion to permit the grace travel time depending on the circumstances. The above timelines are applicable for third party components also.	High Penalty attached. Needs to be revised to acceptable levels/industry standards. Also, since the downtime impact is already covered in the uptime slab wise penalty, requesting Bank to remove this clause. In addition, Resolution of the incident is subject various factors which may not be attributable by MSPs, hence Bank to consider exemption for the Non MSP controllable factors.	As per RFP
384	141/142				
		Appendix - I & I2	Countersigned Company Secretary	Our Company Secretary has left the organisation recently & new company secretary is yet to join. Request for the countersigned	Corrigendum. Wherever CS is not applicable , MD may sign.
385	159-160				

				done by our Company Managing Director, please suggest.	

		2.1.1	An ADWM will be considered "down" when it cannot dispense or accept cash. "Down Time" shall mean the interval between the times of reporting of any fault to re-dispensation/re-acceptance of cash. "Percentage Downtime" shall mean the aggregate of downtime of the particular ADWM during a quarter expressed as a percentage of total available time in a quarter -- actual number of days to be taken into account X 24 hours). The Down time will be calculated at the circle level based on reports generated through ATM MON/ OMS and Anytime Channels at Corporate Centre will decide regarding the exclusions which shall be final and binding on Bidder. For example, if the aggregate downtime of an ADWM works out to 15 hours during a quarter, then the percentage downtime shall be calculated as follows: 15 x 100 No. of days in quarter x 24 The downtime will be calculated on ADWM basis and not the entire	From this clause, we believe that the bank will exclude the downtime caused by factors beyond MSP/Bidder's control.	As per RFP
386	169/170		network for the purpose of		

implementing penal provisions.

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

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

		2.1.2.4.1	2.1.2.4.1 The ADWM Provider will have to achieve the availability targets for ADWMs at individual level - VIP ADWMs' and the Regular ADWMs. The penalty for not maintaining target availability will be applicable for individual ADWM level. A. VIP ADWMs Availability Penalty amount 95.0% to less than 98.0% 5% of Charges Payable 92.0% to less than 95.0% 10% of Charges Payable less than 92.0% 25% of Charges Payable "Charges Payable" means the discovered Comprehensive AMC rates per annum (line item 1b of price bid), payable pro-rata on quarterly basis. 2.1.2.4.1 The ADWM Provider will have to achieve the availability targets for ADWMs at individual level - VIP ADWMs' and the Regular ADWMs. The penalty for not maintaining target availability will be applicable for individual ADWM level. B. Regular ADWMs: Availability Penalty amount	Bank to reconsider the Uptime slab for the penalty calculation, as the current uptime slabs are practically not feasible to achieve due to various factors, such as Power, connectivity, Access availability, Transportation, Bank custodian availability etc.,	As per RFP
387	171/172				

			92.0% to less than 95.0% 5% of Charges Payable 90.0% to less than 92.0% 10% of Charges Payable less than 90.0% 25% of Charges Payable "Charges Payable" means the discovered Comprehensive AMC rates per annum (line item 1b of price bid),, payable pro-rata on quarterly basis.		

			31.2	During the warranty and Comprehensive AMC period, the Bidder will have to undertake comprehensive support of the entire product (hardware/components/ operating software/firmware/software etc.) supplied by the Bidder and all new versions, releases, and updates for all standard software supplied to the Bank at no additional cost to the Bank. During the support period, the Bidder shall maintain the machine/ equipment/ product (hardware/Software etc.) to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the product (hardware/ equipment/ components/ software or any component/ part thereunder), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.	Consumable parts like Hood lock, currency cassette, Reject bin, Safe lock, Printer head etc are chargeable to the customer. We would request Bank to amend this clause accordingly.	As per RFP
388	45-46				

		1.1.2	Bidders should offer model of ADWMs with Windows 11 Operating System and CEN XFS 3.1 or higher compliant XFS layer	Microsoft has not released LTSC (10 Year support) version of Win 11 hence we request Bank to limit this to Win 10. We also wanted to highlight that there is already Win 10 2021LTSC which is supported until 2032 which can be used by the Bank instead of Win 10 019 LTSC	As per RFP.
389					

CORRIGENDUM-II Dated 18.07.2023

Sr. No.	RFP Page No	RFP Clause No.	Existing Clause as per RFP phase XVI dated 23.06.2023 and Corrigendum-I dated 13th, July 2023.	Revised Clause as per Corrigendum dated 18.07.2023.
1	16	3.22	**ADWMs Loss Liability Limit"** means the maximum amount of ADWMs Provider's liability for an ADWM Loss. The ADWMs Loss Liability Limit is Rs.1,00,00,000/- (Rupees One crore only) per ADWM.	**Clause since deleted.**
2	38	22.1.4	As mentioned in Table 1a, b, c d, e, f, and g. ~~and h.~~	1a, b, c d, e, **and** f ~~and g.~~ ~~and h.~~
3	39	22.1.4	As mentioned in Table 2e	**Line item of Appendix F (Price Bid) since deleted.**
4	42	29.50	In addition, vendor will supply all associated documentation relating to the products/hardware, system software/firmware, etc. The product(s) are considered accepted (commissioned and operationalized) after signing the **Acceptance Test Plan (ATP) document** jointly by the representative of the Bank and the engineer from the vendor. The component level checking for individual item may be included during the acceptance test. The 'Acceptance Test Plan' document shall be deemed to form a part of the Agreement, to be signed between the vendor and the SBI. On the evaluation of the Acceptance Test results, if required, in view of the performance of the products/services (including hardware equipment/ components/ software), as observed during the Acceptance Test, the Bidder shall take remedial measures including upgradation of any of the components there under, including replacement thereof, at no additional cost to the Bank within a fortnight from the date of notification of the same to the vendor. All upgradations will be done by the vendor free of cost and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor. The vendor should ensure that the product meets the requirements of the Bank as envisaged in the RFP.	In addition, vendor will supply all associated documentation relating to the products/hardware, system software/firmware, etc. The product(s) are considered accepted (commissioned and operationalized) after signing the **Acceptance Test Plan (ATP) document** jointly by the representative of the Bank and the engineer from the vendor. The component level checking for individual item may be included during the acceptance test. The 'Acceptance Test Plan' document shall be deemed to form a part of the Agreement, to be signed between the vendor and the SBI. On the evaluation of the Acceptance Test results, if required, in view of the performance of the products/services (including hardware equipment/ components/ software), as observed during the Acceptance Test, the Bidder shall take remedial measures including upgradation of any of the components there under, including replacement thereof, at no additional cost to the Bank within a fortnight from the date of notification of the same to the vendor. All upgradations will be done by the vendor free of cost under the comprehensive AMC and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor. The vendor should ensure that the product meets the requirements of the Bank as envisaged in the RFP.
5	44	30.6	Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS/hardware/ software/ Operating System / Middleware etc) as and when released by the Vendor/ OEM or as per requirements of the Bank or any statutory Government body without any additional cost. Bidder should bring to notice of the Bank all releases/ version changes. All upgradations will be done by the vendor free of cost and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor. For example, if the ADWMs needs to be upgraded on operating system or any other component etc. which is already a part of the end point (like RAM, card reader, anti-skimming solutions, Biometric, contactless reader, new features in DVSS cameras etc.), this must be done by the vendor free of cost. If the ADWMs needs to be installed with extra Hardware such as QR code reader, Bar code reader, ink-stain technology in cassettes etc., as per regulatory guidelines, such installations can be done at mutually agreed price between the Bank and the vendor.	Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS/hardware/ software/ Operating System / Middleware etc) as and when released by the Vendor/ OEM or as per requirements of the Bank or any statutory Government body without any additional cost. Bidder should bring to notice of the Bank all releases/ version changes. All upgradations will be done by the vendor free of cost **under the comprehensive AMC** and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor. For example, if the ADWMs needs to be upgraded on operating system or any other component etc. which is already a part of the end point (like RAM, card reader, anti-skimming solutions, Biometric, contactless reader, new features in DVSS cameras etc.), this must be done by the vendor free of cost **under the comprehensive AMC**. If the ADWMs needs to be installed with extra Hardware such as QR code reader, Bar code reader, ink-stain technology in cassettes etc., as per regulatory guidelines, such installations can be done at mutually agreed price between the Bank and the vendor.

Sr. No.	RFP Page No	RFP Clause No.	Existing Clause as per RFP phase XVI dated 23.06.2023 and Corrigendum-I dated 13th, July 2023.	Revised Clause as per Corrigendum dated 18.07.2023.
6	87	3.22.0	Additional 5 Recycling cassettes +1 Reject / Retract bin, if any + 1 counterfeit / retain bin to be provided. All with lock and key.	Additional 1 complete set of default recycling cassettes (with lock & key), Retain / Counterfeit bin (with lock & key) & any other lockable cassette / bin applicable to that specific model of ADWM 5 Recycling cassettes +1 Reject / Retract bin, if any + 1 counterfeit / retain bin to be provided. All with lock and key.
7		C 141	The NFC contactless module with support contactless card Integration (hardware and Software) supporting up to ISO 14443 Type A/Type B, Mi Fare ISO 21481 and ISO/IEC 18092 or higher. In case 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 contact period. All upgradations will be done by the vendor free of cost and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor.	The NFC contactless module with support contactless card Integration (hardware and Software) supporting up to ISO 14443 Type A/Type B, Mi Fare ISO 21481 and ISO/IEC 18092 or higher. In case 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 contact period. All upgradations will be done by the vendor free of cost under the comprehensive AMC and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor.
8	108	AJ.7.0	Should supply for all ADWMs on Bank's network without limitation on quantity	Should supply for all ADWMs on Bank's network without limitation on quantity **supplied by the Bidder**.
9	108	AJ.8.0	Consumable management shall be independent of ADWM make, model, type of network and vendor	Consumable management **for all ADWMs on Bank's network without limitation on quantity supplied by the Bidder**. shall be independent of ADWM make, model, type of network and vendor
10	111-112	1.1.3	If during the period of warranty and Comprehensive AMC Contract period, an ADWMs is frequently becoming out of order for technical reasons for more than three times in a month and for two consecutive months, the Bank may ask the bidder to replace the ADWMs with another new ADWMs of same model & make with exactly same technical specifications as tested in the SBI ATM Lab before the commencement of rollout, at no extra cost to the Bank. The selected bidder should update /supply/ install necessary changes in ADWMs, if any, due to regulatory compliance, the same should be available at no additional cost to the Bank irrespective whether it being minor or major modifications. All upgradations will be done by the vendor free of cost and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor.	If during the period of warranty and Comprehensive AMC Contract period, an ADWMs is frequently becoming out of order for technical reasons for more than three times in a month and for two consecutive months, the Bank may ask the bidder to replace the ADWMs with another new ADWMs of same model & make with exactly same technical specifications as tested in the SBI ATM Lab before the commencement of rollout, at no extra cost to the Bank. The selected bidder should update /supply/ install necessary changes in ADWMs, if any, due to regulatory compliance, the same should be available at no additional cost to the Bank irrespective whether it being minor or major modifications. All upgradations will be done by the vendor free of cost under the comprehensive AMC and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor.
11	115-116	1.1.14	Deviations from technical specifications, if any, may be clearly indicated. Though the Bank has laid down the minimum configuration of both hardware and software of ADWMs to meet present requirements, the ADWMs should be upgradable to support any statutory/ regulatory compliance requirements, the same should be available at no additional cost to the Bank irrespective whether it being minor or major modifications and / or change of configuration etc. All upgradations will be done by the vendor free of cost and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor.	Deviations from technical specifications, if any, may be clearly indicated. Though the Bank has laid down the minimum configuration of both hardware and software of ADWMs to meet present requirements, the ADWMs should be upgradable to support any statutory/ regulatory compliance requirements, the same should be available at no additional cost to the Bank irrespective whether it being minor or major modifications and / or change of configuration etc. All upgradations will be done by the vendor free of cost under the comprehensive AMC and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor.

Sr. No.	RFP Page No	RFP Clause No.	Existing Clause as per RFP phase XVI dated 23.06.2023 and Corrigendum-I dated 13th, July 2023.	Revised Clause as per Corrigendum dated 18.07.2023.
12	117	1.1.23	ADWMs 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. All upgradations will be done by the vendor free of cost and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor. The Bank desires to install ADWMs 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 ADWMs 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 at the sole discretion of the Bank. Non-compliance by bidders shall attract penaltssettes / bins at a time) as a single unit or multiple number of units as per the requirement of that machine. The unit cost of each cassette/bin shall be derived from the discovered line item for the additional set of cas	ADWMs 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. All upgradations will be done by the vendor free of cost under the comprehensive AMC and any new type of Hardware (with associated software /drivers for that Hardware) in the ADWMs will be done at mutually agreed price between the Bank and the vendor. The Bank desires to install ADWMs 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 ADWMs 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 at the sole discretion of the Bank. Non-compliance by ssettes / bins at a time) as a single unit or multiple number of units as per the requirement of that machine. The unit cost of each cassette/bin shall be derived from the discovered line item for the additional set of cassettes on pro-rata basis (i.
13	120	1.2.2.2.3	Check Readers and Scanners	~~Check~~ **Cheque** Readers and Scanners
14	123	1.2.3.3.3	The Bank intends to procure ADWM with additional one set of lockable cassettes with lock & key (5 cassettes +1 retain/counterfeit bin +1 reject bin) at the price discovered as a separate line item in the price bid. In addition to the above set of cassettes, the Bank will bear the replacement cost for maximum number up to 5 cassettes, 1 retain/counterfeit bin and 1 reject bin per machine during the currency of contract and extension thereof for the ADWMs where cassettes swap activity is being done by the Bank, on-Bank cash-managed machines. The cassettes / reject bins can be procured as a single unit or multiple number of units as per the requirement of that machine. Any replacement beyond the stipulated limits will be borne by the vendor. In case, the cassette swap method is not implemented on machine(s) or Bank decides not to implement cassette swap method due to relaxations permitted by the Statutory Bodies, then Bank shall not bear the cost of additional cassettes (5 units) and reject bin (1 unit). If there is a requirement of new cassettes / reject bins for the machine, the same will be replaced at Vendor's cost.	The Bank intends to procure ADWMs with one (1) additional complete set of recycling cassettes (with lock & key), 1 Retain / Counterfeit bin (with lock & key) & any other lockable cassette / bin applicable to that specific model of ADWM, ~~set of lockable cassettes with lock & key (5 cassettes +1 retain/counterfeit bin +1 reject bin)~~ at the price discovered as a separate line item in the price bid. In addition to the above complete set of cassettes and applicable bins, the Bank will bear the replacement cost for maximum one complete set of cassettes and applicable bins ~~number up to 5 cassettes, 1 retain/counterfeit bin and 1 reject bin per machine~~ during the currency of contract and extension thereof for the ADWMs where cassettes swap activity is being done by the Bank, on-Bank cash-managed machines. ~~The~~ This complete set of cassettes / reject/counterfeit / retract bins/ any other bin applicable to that machine can be procured in one or more tranches as per the requirement of that machine (i.e., one or more cassettes / bins at a time) ~~as a single unit or multiple number of units as per the requirement of that machine.~~ The unit cost of each cassette/bin shall be derived from the discovered line item for the additional set of cassettes on pro-rata basis (i.e., dividing the discovered price for the complete set of cassettes/bins by total number of cassette/bin applicable for that machine). Any replacement beyond the stipulated limits will be borne by the vendor. In case, the cassette swap method is not implemented on machine(s) or Bank decides not to implement cassette swap method due to relaxations permitted by the Statutory Bodies, then Bank shall not bear the cost of additional cassettes ~~(5 units)~~ and counterfeit bin /retract bin/ reject bin ~~(1 unit)~~. If there is a requirement of new cassettes / counterfeit bin /retract bin/ reject bins for the machine, the same will be replaced at Vendor's cost.
15	127	1.2.3.21	During the entire Contract Period and extension thereof, any PC Core, hardware upgrade required (like RAM, hard disk etc.) would be without any cost to the Bank.	During the entire Contract Period and extension thereof, any PC Core, hardware upgrade required (like RAM, hard disk etc.) would be without any cost to the Bank **under the comprehensive AMC.**

OSBI

Sr. No.	RFP Page No	RFP Clause No.	Existing Clause as per RFP phase XVI dated 23.06.2023 and Corrigendum-I dated 13th, July 2023.	Revised Clause as per Corrigendum dated 18.07.2023.
16	153-155	Appendix F. Indicative Price Bid	Indicative Price Bid (Appendix F, F1, F2)	**Revised indicative price bid, Payment Terms & Tax Rate (Appendix F, F1, & F2)updated in RFP document.**
17	180	2.10.3	The Bank intends to discover the price of the lockable cassette and reject bin as a separate line item in the price bid. The replacement cost for maximum number upto 5 cassettes, 1 retain/counterfeit bin and 1 reject bin per machine will be borne by the Bank during the currency of contract and extension thereof for the ADWMs where cassettes swap activity is being done by the Bank on Bank cash-managed machines. The cassettes / reject bins can be procured as single unit or multiple number of units as per the requirement of that machine. Any replacement beyond the stipulated limits will be borne by the vendor. In case, the cassette swap method is not implemented on machine(s) or Bank decides not to implement cassette swap method due to relaxations permitted by the Statutory Bodies, then Bank shall not bear the cost of additional cassettes (5 units) and reject bin (1 unit). If there is requirement of new cassettes / reject bins for the machine, the same will be replaced at Vendor's cost.	The Bank intends to procure ADWMs with one (1) additional complete set of recycling cassettes (with lock & key), 1 Retain / Counterfeit bin (with lock & key) & any other lockable cassette / bin applicable to that specific model of ADWM set of lockable cassettes with lock & key (5 cassettes +1 retain/counterfeit bin +1 reject bin) at the price discovered as a separate line item in the price bid. In addition to the above complete set of cassettes and applicable bins, the Bank will bear the replacement cost for maximum one complete set of cassettes and applicable bins number up to 5 cassettes, 1 retain/counterfeit bin and 1 reject bin per machine during the currency of contract and extension thereof for the ADWMs where cassettes swap activity is being done by the Bank, on Bank cash-managed machines. The This complete set of cassettes / reject/counterfeit / retract bins/ any other bin applicable to that machine can be procured in one or more tranches as per the requirement of that machine (i.e., one or more cassettes / bins at a time) as a single unit or multiple number of units as per the requirement of that machine. The unit cost of each cassette/bin shall be derived from the discovered line item for the additional set of cassettes on pro-rata basis (i.e., dividing the discovered price for the complete set of cassettes/bins by total number of cassette/bin applicable for that machine). Any replacement beyond the stipulated limits will be borne by the vendor. In case, the cassette swap method is not implemented on machine(s) or Bank decides not to implement cassette swap method due to relaxations permitted by the Statutory Bodies, then Bank shall not bear the cost of additional cassettes (5 units) and counterfeit bin /retract bin/ reject bin (1 unit). If there is a requirement of new cassettes / counterfeit bin /retract bin/ reject bins for the machine, the same will be replaced at Vendor's cost.
18	191	1.23	"ADWMs Loss Liability Limit" means the maximum amount of ADWMs Provider's liability for an ADWM Loss. The ADWMs Loss Liability Limit is Rs.1,00,00,000/- (Rupees One crore only) per ADWM.	**Clause since deleted.**

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