REQUEST FOR PROPOSAL (RFP)
FOR PROCUREMENT OF
COMPREHENSIVE CENTRALLY MONITORED ELECTRONIC SURVEILLANCE SOLUTION FOR CAPEX ATM SITES ON OPEX MODEL BASIS – PHASE IV

Ref: SBI/ACV/2020-21/007 dated: 08/Jan/2021

STATE BANK OF INDIA
OPERATIONS & VENDOR MANAGEMENT DEPT.
ANYTIME CHANNELS, CORPORATE CENTRE,
6TH FLOOR, MAIN BRANCH BUILDING,
C BLOCK, 11, SANSAD MARG, NEW DELHI-110 001 (INDIA)

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: Shri Pawan Kumar Jain Designation: Deputy General Manager (Implementation & Rollout) Email ID: dgm.atmins@sbi.co.in Contact Number: 011-2337-4047 Name: Shri Vikas Bharti Designation: Asstt. General Manager Email ID: vikas.bharti@sbi.co.in Contact Number: 99875-15521
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website **bank.sbi** from **Procurement News** under the link **Procurement & Others** and from the website of the authorized agency from 08-Jan-2021 to 02-Feb-2021**.**
3	Last date for requesting clarification	Up to 3:00 pm on 14-Jan-2021 All communications regarding points / queries requiring clarifications shall be uploaded at website of authorized agency, strictly in the format enclosed as **Annexure "L".**
4	Pre - bid Meeting at (venue)	From 11:00 am to 1:00 pm on 19-Jan-2021 through online meeting
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	27-Jan-2021
6	Last date and time for Bid submission	up to 3:00 pm on 02-Feb-2021
7	Address for submission of Bids *(Please incorporate details of e-Procurement Agency portal wherein online bid has to be submitted)*	Online through ABC procure **sbi.abcprocure.com**
8	Date and Time of opening of Technical Bids	03:30 pm on 02-Feb-2021

9	Opening of Indicative Price Bids	Indicative price bid of technically qualified bidders only will be opened on 09-Feb-2021
10	Reverse Auction	Will be communicated to such bidders who qualify in Technical Bid.
11	Tender Fee	Rs. 25,000/- Amount should be deposited online through https://sbi.abcprocure.com against this RFP before submission of bid. Tender fee will be non-refundable. Concession as per MSMED Act will be extended to eligible MSE vendors on production of appropriate document issued by competent Govt. authorities.
12	Earnest Money Deposit	Rs. 2.00 Crores EMD should be in the form of a bank guarantee and shall be valid up to 180 days from bid submission date. **Bidder should deposit EMD and Tender Fee separately.**
13	Bank Guarantee	5% of the total value of the contract. Performance Security in form of BG, issued by a Scheduled Commercial bank other than SBI, which should be valid for 6 years (Contract Period + 1-year claim period) from the effective date of the Contract. Selected vendors may submit PBG in two parts for full value, i.e., first PBG for 4 years (3 + 1) and next PBG for 3 years (2 + 1).
14	Contact details of e-Procurement agency appointed for e-procurement	Please visit https://sbi.abcprocure.com

Part-I

Part-II

The procurement under this RFP will be for the period of five years which can be extended at the sole discretion of the Bank.

1. INVITATION TO BID:

i. **State Bank of India** (herein after referred to as **'SBI/the Bank')**, having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group or 'SBG'** hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** for procurement of Comprehensive Centrally Monitored Electronic Surveillance System/ Solution including QRT (Quick Response Team), Housekeeping (cleaning) Services, Energy/Power Management Solution and cloud/central storage of related data including CCTV footages for ATMs of State Bank of India on OPEX basis for 23,800 (Pan India) ATM Sites. The number of ATMs sites for coverage under e-Surveillance solution, may be increased or decreased up to 20%.

ii. In order to meet the service requirements, the Bank proposes to invite online Bids from eligible Bidders as per details/scope of work mentioned in **Annexure-E** of this RFP.

iii. Bidder shall mean any entity (i.e., juristic person) who meets the eligibility criteria given in **Annexure-B** of this RFP and willing to provide the Services as required in this RFP **through their own e-Surveillance Command Centre or using the services of Command Centre of not more than one e-Surveillance Company**. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.

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

v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the **S**ervice**s** desired in this RFP.

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

vii. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed **S**ervice**s** 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 **S**ervice**s** adhering to Bank's requirements outlined in this RFP.

2. DISCLAIMER:

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

ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the selected Bidder.

iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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

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

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

vii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of work order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

3. DEFINITIONS:

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

i. **"The Bank"** 'means the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures.

ii. **"Bidder"** means an eligible entity/company registered under Companies Act 1956/2013 submitting the Bid in response to this RFP and willing to provide e-Surveillance services for SBI ATMs through their own e-Surveillance Command Centre (applicable for an e-Surveillance company) or using the services of Command Centre of not more than one e-Surveillance Company (applicable for a non e-Surveillance company).

iii. **"Command Centre/Central Monitoring Station and DR Centre"** means the facility used for monitoring of sites and ATMs for detection of suspicious incidents such as theft, burglary, vandalism, intrusion, etc. and arranging for deterrence of such incidents.

iv. **"E-Surveillance company"** means the company having its own Command Centre and DR Centre, both in two different seismic zones within India and providing e-Surveillance services by monitoring sites and ATMs for detection of suspicious incidents such as theft, burglary, vandalism, intrusion, etc. and arranging for deterrence of such incidents.

v. **"Non e-Surveillance Company"** means a company which does not have its own Command Centre/DR Centre but are providing e-Surveillance services by using the Command Centre of an e-Surveillance Company for monitoring of sites and ATMs for detection of suspicious incidents such as theft, burglary, vandalism, intrusion, etc. and arranging for deterrence of such incidents.

vi. **"E-Surveillance Services/Business"** means providing centrally monitored e-Surveillance services by monitoring sites and ATMs, through the Command Centre, for detection of suspicious incidents such as theft, burglary, vandalism, intrusion, etc. and arranging for deterrence of such incidents.

vii. **"Bid"** means the written reply or submission of response to this RFP.

viii. **"The Contract"** means the agreement entered into between the Bank and Successful Bidder/Service Provider as per this RFP, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

ix. **"ATM Machine / Machines"** mean all the machines installed at the site such as ATM machine, ADWM (Anytime Deposit Withdrawal Machine), Swayam Machine (Passbook Printing Kiosk), CDK (Cheque Deposit Kiosk), ECDBM (Electronic Cheque Drop Box Machine), Internet Kiosk Machines, or any other machine to be installed at the site in future.

x. **"Total Contract Price/Project Cost/TCO"** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.

xi. **"Vendor/Service Provider"** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 (lowest in reverse auction) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.

xii. **"Services"** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.

xiii. **"Opex Model basis or Opex basis":** The selected vendor will have to deploy the services given under this RFP by incurring the capital expenditure on their own. In other words, Bank will not be infusing its Capital for the deployment of e-Surveillance solution and will pay monthly rent to the selected vendor as per the price discovered through RFP. These payments are of recurring nature and termed as Opex Basis for the Bank.

xiv. **"Capex ATMs or Capex ATM site":** Capex ATMs are those terminals (ATMs, ADWMs, Swayam, etc.) which are owned by State Bank of India. All these different types of machines are collectively referred as Capex ATM and are installed at the sites which are owned/taken on rent directly by the Bank. This RFP is intended to cover these Capex ATMs under e-Surveillance.

xv. **“Opex ATM or Opex ATM Site”:** Opex ATMs are those terminals which are completely owned by the various Vendors but bear the Bank’s Signage. They completely manage their terminals on their own. Bank pays these vendors on per transaction basis. This RFP is NOT intended to cover these Opex ATMs or Opex ATM Sites under e-Surveillance.

There can be few Capex Sites having Opex ATMs installed. Such Opex ATMs are NOT intended to be covered under this RFP.

4. **SCOPE OF WORK**: As given in **Annexure-E** of this document.

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

i. Service Provider shall ensure that the remote access to the Bank’s VPN is performed through a laptop/desktop (“Device”) specially allotted for that purpose by the Service Provider and not through any other private or public Device.
ii. Service Provider shall ensure that only its authorized employees/representatives access the Device.
iii. Service Provider shall be required to get the Device hardened/configured as per the Bank’s prevailing standards and policy.
iv. Service Provider and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank’s prescribed format before such remote access is provided by the Bank.
v. Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank’s data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Service Provider shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.

vi. Service Provider shall be responsible for protecting its network and subnetworks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code and other threats in order to ensure the Bank's information technology system is not compromised in the course of using remote access facility.

vii. Any of the services mentioned under SoW (Annexure-E), can be withdrawn, fully or partially, by giving a notice of 60 days, any time during the contract period and no commercials for the service as per price discovery, will be paid subsequent to withdrawal of service. The bidders shall submit the undertaking on their letter on the format prescribed in Annexure-W.

5. ELIGIBILITY AND TECHNICAL CRITERIA:

i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Annexure-B & Annexure-C** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.

ii. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed in **Annexure-N** duly signed by the Bidder on each page and witnessed by two persons. The **Pre-Contract Integrity Pact** shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered and would be outrightly rejected.

iii. In addition to the eligibility criteria defined in Annexure-B, Bidder(s) are also required to comply with the points mentioned on Security Control in Annexure-V 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.

iv. Any bidder from a country which shares a land border with India will be eligible to bid in this RFP only if the bidder is registered with Department of Promotion of Industry and Internal trade (DPIIT). Bidder for the purpose of this RFP (including the term 'Agency', 'Service Provider', 'tenderer', 'consultant', or (service provider) means any firm or person or company, including any member of a consortium or joint venture, every artificial juridical person not falling in any of the descriptions stated hereinbefore, including any agency Branch or office controlled by such person, participating in a bidding process.

v. "Bidder from a country which shares a land border with India" for the purpose of this RFP means:-

An entity incorporated, established or registered in such a country; or

a. A subsidiary of an entity incorporated, established or registered in such a country or
b. An entity substantially controlled through entities incorporated, established or registered in such a country or
c. An entity whose beneficial owner is situated in such a country or
d. An Indian agent of such an entity or
e. A natural person who is a citizen of such a country or
f. A consortium or joint venture where any member pf the consortium or joint venture falls under any of the above

vi. The beneficial owner for the purpose of (c) above will be as under:

i. In case of a company or limited liability partnership, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through

a) “Controlling ownership interest” means ownership of or entitlement to more than twenty five percent of shares or capital or profits of the company.

b) Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements.

vii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

viii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

ix. Where no natural person is identified under para (v), (vi), (vii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

x. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

xi. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

xii. For works contract including turnkey contracts the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with DPIIT.

The Bidder shall also submit a CERTIFICATE regarding restrictions on procurement from a bidder of a country which shares a land border with India along with its technical Bids (Annexure - R) duly signed by the Bidder and witnessed by two persons. The Certificate shall be stamped as applicable in the State where it is executed. Bids submitted without such certificate, as per the format (Annexure - R) provided in RFP, shall not be considered and would be outrightly rejected.

6. COST OF BID DOCUMENT:

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

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

i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Annexure-L** at the address/by e-mail within the date/time mentioned in the Schedule of Events.

ii. A pre-Bid meeting will be held in person or online on the date and time specified in the Schedule of Events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.

iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.

iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

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

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

8. CONTENTS OF BID DOCUMENT:

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

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

iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.

iv. The information and all the documents provided/submitted by the Bidders in response to this RFP will become the property of the Bank and will not be returned to the bidders. Incomplete information in Bid document may lead to non-consideration of the proposal.

v. 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 contained in RFP and its addenda, if any.

9. EARNEST MONEY DEPOSIT (EMD):

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

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

iii. The EMD should be in form of Bank Guarantee (as prescribed in **Annexure-O**) issued in favour of State Bank of India by any scheduled commercial bank in India The scanned copy of original EMD Bank Guarantee should be uploaded on portal of e-Procurement agency along with technical bid. Original EMD Bank Guarantee should be posted/couriered/given in person to the Bank at the address specified in Schedule of Event Sl. No. 1, within the bid submission date and time for the RFP.

iv. 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.

v. 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.

vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Annexure-H.**

vii. No interest is payable on EMD.

viii. The EMD may be forfeited:-

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

(b) if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or

(c) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or

(d) if the successful Bidder fails to accept Work Order and/or sign the Contract with the Bank or furnish Performance Bank Guarantee, within the specified time period in the RFP/Work order.

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

x. Concession as per MSMED Act will be extended to MSE/startup vendors

10. BID PREPARATION AND SUBMISSION:

i. The Bid is to be submitted separately for technical and Price on portal of e-Procurement agency for **providing the service of Comprehensive Centrally Monitored Electronic Surveillance Solution for Capex ATMs on Opex model basis – Phase IV,** in response to the **RFP No. SBI/ACV/2020-21/007 dated 08/Jan/2021.** Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorised signatory:

(a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
(b) Bid covering letter/Bid form on the lines of **Annexure-A** on Bidder's letter head.
(c) Proof of remittance of EMD (if directly credited in designated account) and Tender Fee as specified in this document. In case, EMD is submitted in form of BG, scanned copy of original BG should be uploaded subject to compliance of requirement mentioned in clause no 11(ii).
(d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-B** and technical eligibility criteria on the lines of **Annexure-C.**
(e) Bidder's details as per **Annexure-D** on Bidder's letter head.
(f) Audited financial statement and profit and loss account statement as mentioned in Part-II.
(g) A copy of 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.
(h) If applicable, scanned copy of duly stamped and signed Pre-Contract Integrity Pact subject to compliance of requirement mentioned in clause no 11(ii).
(i) If applicable, copy of registration certificate issued by competent authority as mentioned in Sl No 2 of Eligibility Criteria under Annexure-B.

ii. **Indicative Price Bid for providing the service of Comprehensive Centrally Monitored Electronic Surveillance Solution for Capex ATMs on Opex model basis – Phase IV,** in response to the **RFP No. SBI/ACV/2020-21/007 dated 08/Jan/2021,** should contain only indicative Price Bid strictly on the lines of **Annexure-F**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

The Indicative Commercial offers of only those Bidders will be opened, who are found to be eligible as per minimum eligibility and technical criteria. The indicative commercial offer consists of the prices for:

a. Event based Surveillance system with 1 ATM Machine at the site (per month per ATM Site)
b. Cloud/Central storage of related data including CCTV footages (per month per ATM Site).
c. Energy/Power Management Solution per site per month (per month per ATM Site).
d. Additional ATM Machine at the site (per additional ATM Machine per month).
e. Additional camera for bigger ATM rooms (per additional camera per month).
f. Housekeeping (cleaning) services at ATM site (per month per ATM Site)
g. Quick Response Team (QRT) (per month per ATM Site)

iii. Bidders may please note:

(a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
(b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
(c) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
(d) 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. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
(e) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of 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 the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).
(f) Bids are liable to be rejected if only one Bid (i.e., Technical Bid or Indicative Price Bid) is received.

(g) 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.

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

(i) The Bidder must provide specific and factual replies to the points raised in the RFP.

(j) The Bid shall be typed or written and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

(k) All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder. The person or persons signing the Bids shall initial all pages of the Bids before uploading the documents.

(l) Bank's decision on opening and further processing of bids irrespective of minimum number of bids received in the tender, will be final and binding.

(m) Prices quoted by the Bidder shall remain fixed for the entire 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.**

(n) The Bank reserves the right to reject Bids not conforming to above.

11. DEADLINE FOR SUBMISSION OF BIDS:

i. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the "Schedule of Events".

ii. 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 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 Sl No 1 of Schedule of Events.

iii. 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.

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

v. Any Bid received after the deadline for submission of Bids prescribed, will be rejected

12. MODIFICATION AND WITHDRAWAL OF BIDS:

i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is received on e-procurement portal, prior to the deadline prescribed for submission of Bids.

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

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

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

i. Bid shall remain valid for duration of 6 calendar months from Bid submission date. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.

ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 6 calendar months from the date of conclusion of RA.

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

iv. Once work 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.

v. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary

14. BID INTEGRITY:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

15. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same on portal of e-Procurement agency. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.

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

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

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

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

vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Service proposed to be offered by them.

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

16. TECHNICAL EVALUATION:

i. Technical evaluation of only those bids will be carried out which are prima facie found to be responsive and where all the required papers and EMD, Affidavits etc. have been furnished. Before technical evaluation, the bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order. The bank will reject the bid determined as not substantially responsive.

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

iii. The Bank reserves the right to evaluate the Bids on technical & functional parameters including visit to the factory/workplace & the sites where e-Surveillance solution is installed and witness demos of the system and verify functionalities, response times, etc. In case of any negative feedback during such visits, Bank reserves the right to disqualify the bid.

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

17. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

i. The indicative price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.

ii. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank.

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

iv. The Bidder will be selected as L1 on the basis of net total of the price evaluation as quoted in the Reverse Auction.

v. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Annexure-F** within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action including forfeiting the EMD and/or disqualifying the bidder from participating in any future RFPs of our bank.

vi. Errors, if any, in the price breakup format will be rectified as under:

(a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.

(b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.

(c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

(d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

18. CONTACTING THE BANK:

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

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

19. AWARD CRITERIA AND AWARD OF CONTRACT:

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

Bank will follow the guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) issued vide Central Vigilance Commission Order No. 018/VGL/022-377353 dated April 20, 2018 and basis of allotment will be done in terms of instructions on Public Procurement (Preference to Make In India), Order, 2017 – Revision; regarding issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P-45021/2/2017-PP (BE-II) dated 4th June 2020. Salient features are given below –

For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):

a. **"Local content**" means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. Verification of local content - For same, Bidder to upload a certificate as per **Annexure- G** from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number and seal, countersigned by bidder.

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

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

d. L1 will be decided by the **price (A)** discovered through Reverse Auction, which will be conducted for one site. Price (A) is the sum total of three mandatory services mentioned at Sl. No. 1, 2, and 3 of Indicative Commercial Bid Format placed at Annexure "F". Prices for all seven services are fixed by the Bank according to the % prescribed in the adjacent next column. Bidder will be required to fill up the rate in column A and prices in all other columns will be automatically arrived at as per the fixed % against each line item.

e. In case all bidders available for the captioned RFP are local suppliers, the allocation will be done between L1, L2, L3 and L4 in the ratio of 40:25:20:15 respectively, based on the price discovered in the Reverse Auction, provided L2, L3, L4 match the overall Reverse Auction price of L1 including line-item wise prices. In case any one of L2 or L3 or L4 bidder denies matching L1 prices, offer will be made to L5 and so on. In case, any of the bidder fails to match the price offered by L1 for L4 position or no bidder qualifies for L4 position, the allocation will be done in the ratio of 50:30:20 and so on. Further, in the event, any of the bidder fails to match the price offered by L1 for L2 position or no bidder qualifies for L2 position, Bank may decide to award the entire contract to L1. Allocation of sites for implementation of solution for pilot testing & main rollout and further process shall be as under:

1. Letters of Intent (LoIs) will be issued to the selected (L1, L2, L3, L4) bidders. On the basis LOI, each selected bidder will be required to implement the entire solution on 100 ATM sites on pilot basis as per the delivery schedule defined in RFP document. Post installation of pilot sites, the pilot will run for a period of Two (2) months. During these 2 months, a review of the solution along with the facility of the selected bidders will be conducted by the IS Department of the Bank or its representative(s). The live pilot testing, monitoring and the observations of the alerts will also be carried out by the Bank during the period of two months to see if the pilot implementation is successful or not. If the Pilot testing is declared as successful, selected bidder(s) will be required to submit the Performance Bank Guarantee (PBG) within a stipulated timeframe as mentioned under "Project Schedule and milestones" in Annexure "E". The prices discovered in e-Reverse auction will be payable for the pilot sites. Work Orders for implementing the main rollout on remaining ATM sites (Total – {minus} Pilot sites) will be issued to those bidders who will submit the PBG within stipulated time frame. Upon receiving the PBG and issuance of PO, SLA will be signed with the selected bidders. Selected bidders will be required to complete the entire deployment of the solution as per phase wise roll out plan given at Annexure "E".

2. In case, a selected bidder fails to implement the solution satisfactorily on pilot sites or fails to submit the PBG within stipulated timeframe even after a successful pilot testing, further purchase orders will not be issued to the bidder and Bank may reassign the orders of pilot sites to L5, L6 etc., as the case may be, provided they match the price of L1. For example, in case L1 fails in pilot implementation or submission of PBG, L2 will be offered to be L1, L3 to be L2, L4 to be L3 and another vendor (L5, if available) will be called for L4. If L1, L2 both fail, L3 will be offered L1 and so on. In the event L2/L3 and so on, are not willing to take, entire procurements will be awarded to L1, at the discretion of the Bank.

ii. **Verification of local content** The local supplier at the time of submission of bid shall be required to provide a certificate as per **Annexure-G** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

iii. Total cost of Services along with cost of all items specified in **Annexure-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.

iv. Bank will notify successful Bidder in writing by way of issuance of Work order through letter/email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within ***48 hours***, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

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

vi. 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.

vii. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, as per delivery schedule and milestones prescribed in Annexure “E”.

viii. Till execution of a formal contract, the RFP, along with the Bank’s notification of award by way of issuance of work order and Service Provider’s acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.

ix. The Bank reserves the right to amend the terms and conditions of the Contract as well as stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.

x. 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 as well debarment of the bidder.

xi. 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.

xii. Bank will follow the relaxation norms for startups as per GOI guidelines.

xiii. Bank will follow the guidelines on the Office Memorandum issued by Ministry of Finance on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

The bidders to provide the declaration as per enclosed **Annexure-R**.

20. POWERS TO VARY OR OMIT WORK:

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

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

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

21. WAIVER OF RIGHTS:

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

22. CONTRACT AMENDMENT:

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

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

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified in Award Criteria and Award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

24. BANK GUARANTEE:

i. Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at **Annexure-H** is to be submitted by the finally selected Bidder (s). The BG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.

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

iii. If at any stage, Bank finds that the undertaking submitted by a selected bidder as mentioned at **Annexure - P & Q** is found to be false in any way, in other words, if all services as mentioned under Scope of Work, are not being provided by the bidder OR the required support and resources for developing real time dashboard are not being provided by the bidder, Bank has the right to reassign the orders to the other selected bidder and the bidder who has given wrong undertaking will be debarred/expelled for executing the orders further and Bank has the right to invoke its Performance Bank Guarantee.

iv. If at any stage, Bank finds that a selected bidder has submitted any kind of false Certifications or Declarations, Bank has the right to reassign the orders to the other selected bidder and the bidder who has given false Certifications or Declarations will be debarred/expelled for executing the orders further and Bank has the right to invoke its Performance Bank Guarantee.

25. SERVICES:

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

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

iii. Service Provider shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ operating system /middleware etc in case the Bank chooses not to upgrade to latest version.

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

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

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

vii. During the contract period, Service Provider will have to undertake comprehensive support of the product (e-Surveillance Components, sensors, devices etc.) or specified hardware/software and all new versions, releases, and updates for all standard product or specified hardware/software facilitated to the Bank at no additional cost. During the support period, Service Provider shall maintain the product or specified hardware/software to comply with parameters defined in this RFP. Service Provider shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of product or specified hardware/software. (Any update patch released by the e-Surveillance components' OEM, should be applied to the components by the selected vendor without any additional cost to the Bank during the contract period).

viii. During the contract period, Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the product (e-Surveillance Components, sensors, devices etc.) or specified hardware/software and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the product or specified hardware/software a reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. Service Provider shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of product or specified hardware/software, Service Provider shall ensure that product or specified hardware/software is made operational to the full satisfaction of the Bank within the given timelines.

ix. Maintenance and support would be on-site and comprehensive in nature and must have back-to-back support from the OEM. Service Provider shall warrant products against defects arising out of faulty design etc. during the specified support period. In case, the Bank decides to develop a Comprehensive dashboard for e-Surveillance, the Service Provider to align the Technical resources for assisting the development, at no additional cost to the Bank. There may be certain integrations between the Service Provider's servers and Bank's servers. Service Provider to support such integrations and adhere to Bank's IT-Internal Security Dept. (ISD) Policies, at no additional costs.

x. In the event of product or specified hardware/software break down or failures at any stage, protection available, which would include the following, shall be specified.

(a) Diagnostics for identification of product or specified hardware/software failures
(b) Protection of data/ configuration
(c) Recovery/ restart facility
(d) Backup of product or specified hardware/software / configuration

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

xii. Service Provider shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.

xiii. Service Provider support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.

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

xv. Compliance with IS Security Policy:

The Service provider 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:

i. Responsibilities for data and application privacy and confidentiality.
ii. Responsibilities on system and software access control and administration.
iii. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor.
iv. Physical Security of the facilities.

v. Physical and logical separation from other customers of the Vendor.
vi. Incident response and reporting procedures.
vii. Password Policy of the Bank.
viii. Data Encryption/Protection requirements of the Bank.
ix. In general, confidentiality, integrity and availability must be ensured

26. PENALTIES:

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

27. RIGHT TO VERIFICATION:

The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job. A review of the facility of the selected bidders may also be conducted by the IS Department of the Bank or their representative(s) any time during the contract period.

28. RIGHT TO AUDIT:

i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Bank, 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.

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

iii. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g., internal cost breakup etc.).

29. COST OF SERVICES:

i. Total cost of Services would be the Total Cost of Ownership (TCO) and has to be quoted in commercial Bid**.**

ii. 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.

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

iv. Terms of payment are given in Annexure E of this RFP document.

v. 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.

vi. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty, 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.

30. SUBCONTRACTING:

i. In case of bidder being a non e-Surveillance company, subcontracting for availing e-Surveillance services using the command center of e-Surveillance company is permitted under the scope of this RFP, provided such services are availed from not more than one **e-Surveillance company**. Tie up with multiple e-Surveillance companies for providing the services to the Bank under the Scope of Work of this

RFP is not permissible. The bidder is required to inform the Bank about such arrangement at the time of submission of Technical Bids.

ii. Change of e-Surveillance company by the bidder for providing the services under the Scope of Work to the Bank should be discouraged. However, in case, it is mandatory / necessary for the bidder to avail the services of new e-Surveillance company, fresh review of the solution and facility of new e-Surveillance company engaged by the selected bidder(s) will be conducted by the IS Department of the Bank or its representative(s) and cost for such review to be borne by the bidder.

iii. For Services like QRT or any other applicable service(s), the bidder to ensure that all regulatory requirements applicable under State and Central Law, including those mentioned under **PRIVATE SECURITY AGENCIES (REGULATION) ACT OF 2005 (PSARA),** Shops and Establishment License or any trade license as applicable or any other relevant applicable Act or Regulations, shall be complied with. The bidder(s) will be solely responsible for complying with all legal/ statutory/regulatory requirements for all the services being taken by the Bank. Bidder to provide the relevant certificate from the competent authority as a proof of compliance.

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

v. The Bank may choose to take an undertaking from Vendor employees and or employees of the sub-contractors, to maintain the confidentiality of the Bank's information/documents etc. The selected bidders need to obtain the Police Verification of its Employees / Employees of the sub-contractors, if any. Bank may seek details / confirmation on background verification and Police Verification of such employees worked/working on Bank's project as may have been undertaken / executed by the Vendor. Vendor should be agreeable for any such undertaking/verification.

vi. Bidders to ensure that sub-contracted company comply all the laws as applicable. The successful bidder(s) will be responsible for complying with all legal/statutory/ regulatory requirements.

vii. Successful bidders shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with DPIIT.

viii. In case sub-contracting is permitted by the Bank for other services defined under this RFP, the Successful bidder shall also furnish a certificate in the below format to the Bank:

"I have read the clause 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; I certify that this bidder is not from such a country or if from such a country, has been registered with DPIIT and will not subcontract any work to a contractor from such countries unless such contractor is registered with DPIIT. I certify that the bidder fulfills all requirements in this regard and is eligible to be considered."

(wherever applicable certificate of registration with DPIIT shall be attached)

31. VALIDITY OF CONTRACT/SLA:

The Contract/ SLA will be valid for the period of **5 (Five)** year(s). The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement. The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term at the sole discretion of the Bank.

32. LIMITATION OF LIABILITY:

i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this RFP/Contract for an amount exceeding the total Cost of the Project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.

ii. The maximum aggregate liability of Service Provider, subject to clause *32 (iii)*, in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Contract shall not exceed the total Project Cost.

iii. 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.

iv. 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 Rights;
(b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
(c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
(d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause *31(iv)(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 RFP/Contract 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 RFP/Contract, 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.

33. CONFIDENTIALITY:

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

34. DELAY IN SERVICE PROVIDER'S PERFORMANCE:

i. Services shall be made by Service Provider within the timelines prescribed in part II of this document.

ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and cause(s). As soon as practicable after receipt of Service

Provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

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

35. SERVICE PROVIDER'S OBLIGATIONS:

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

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

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

iv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.

v. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Annexure-K** of this RFP.

36. TECHNICAL DOCUMENTATION:

i. Service Provider shall provide documents related to review records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of service level failure as and when applicable.

ii. Service Provider shall also provide the MIS reports, data flow documents, data register and data dictionary as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by Service Provider to the Bank, free of cost in timely manner.

37. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

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

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

iii. Subject to clause *36 (iv) and 36 (v)* of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.

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

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

vi. Service provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this RFP shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.

vii. The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this RFP, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, Service Provider shall hold All Intellectual Property rights in any pre-built software *per se*, except for those which have been assigned under this RFP.

viii. All information processed by Service provider during software maintenance belongs to the Bank. Service provider shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Service provider will implement mutually agreed controls to protect the information. Service provider also agrees that it will protect the information appropriately.

38. LIQUIDATED DAMAGES:

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Contract, the Bank may, without prejudice to its other remedies under the RFP/Contract, 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 Contract.

39. CONFLICT OF INTEREST:

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

ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:

(a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(b) a constituent of such Bidder is also a constituent of another Bidder; or

(c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

(d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

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

iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

40. CODE OF INTEGRITY AND DEBARMENT/BANNING:

i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject 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.

ii. 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.

iii. 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.

iv. 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 an 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;

v. **Debarment/Banning**

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 up to 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 *40(i)* hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.

- 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.

41. TERMINATION CLAUSES:

41.1 TERMINATION FOR DEFAULT:

i. The Bank may, without prejudice to any other remedy for breach of contract, by giving a written notice of not less than 60 (Sixty) days, terminate the Contract in whole or in part:

(a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Contract, or any extension thereof granted by the Bank;

(b) If the vendor fails to deploy the project as per the rollout plan defined under the delivery schedule;

(c) If Service Provider fails to perform any other obligation(s) under the RFP/Contract;

(d) Supply of sub-standard material shall lead to cancellation of order. The Bank reserves its right to cancel the order in the event of delay in delivery / installation / commissioning of equipment and charge liquidated damages for the delay.

(e) Bidder(s) should use only new gadgets/ materials and the existing cameras etc. available at the site should not be used. Refurbished items should not be used.

(f) Violations of any terms and conditions stipulated in the RFP;

(g) On happening of any termination event mentioned in the RFP/Contract.

Prior to providing a written notice of termination to Service Provider under clause *41 (i) (a) to 41 (i) (c),* the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.

iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.

iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.

v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP/Contract.

In the event of failure of the Service Provider to render the Services or in the event of termination of Contract or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of the RFP/Contract, 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 the RFP/Contract. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

41.2 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.

41.3 TERMINATION FOR CONVENIENCE:

i. The Bank, by written notice of not less than 60 (Sixty) days, may terminate the Contract, in whole or in part, for its convenience, 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.

42. 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, pandemic, lockdown, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

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

iv. If the Force Majeure situation continues beyond 30 (thirty) days, Bank shall have the right to terminate the Contract by giving a notice to the vendor. Vendor shall not have any penal liability 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, excluding other penalties attributable to non-performance of the vendor, for all services actually rendered up to the date of the termination of the Contract.

43. 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 Delhi, India.

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 Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

44. GOVERNING LANGUAGE:

The governing language shall be English.

45. 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 Delhi, India.

46. TAXES AND DUTIES:

i. Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price.

ii. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of all corporate taxes and Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet **(Annexure- F).**

iii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Service Provider and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Annexure-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Annexure-F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Annexure-F**

iv. Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.

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

vi. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider alone. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

47. TAX DEDUCTION AT SOURCE:

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

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

48. TENDER FEE:

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

49. EXEMPTION OF EMD AND TENDER FEE:

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

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

Bidders may please note:

i. NSIC certificate/ Udyog Aadhar Memorandum should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.

ii. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile

Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.

iii. *Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.

iv. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/ tender fee.

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

50. NOTICES:

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

Part-II

Annexure –A

BID FORM (TECHNICAL BID)

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

Date: _______________

To:
< Address of tendering office >

Dear Sir,
Ref: RFP No. SBI/ACV/2020-21/007 dated 08/Jan/2021
~~~~~~

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial Bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us.

i. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
- Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- We have quoted for all the services/items mentioned in this RFP in our indicative price Bid.
- The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
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ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, 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 **Annexure-J** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.

viii. On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Bidder on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.

ix. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.

x. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of work 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 and/or our e-Surveillance partner name do not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity. We also hereby certify that no Insolvency Resolution Process has been initiated against our company and/or against our e-Surveillance partner company during last three years and we are not under any kind of restructuring process.

xiii. We hereby certify that on the date of submission of Bid for this RFP, we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments. We also hereby certify that we are not defaulters of any bank/financial institutions against the loans/advances granted to us by them.

xiv. We hereby certify that we, as a bidder, have a support center and level 3 escalation (highest) located in India and the data centers used by us are of Tier III standards as per the details described in Annexure "C". / We hereby certify that we, as a bidder, and our partner e-Surveillance company have a support center and level 3 escalation (highest) located in India and the data centers used by us are of Tier III standards as per the details described in Annexure "C".

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 work 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 are not from such a country or if from a country, has been registered with competent authority. We certify that we fulfil all the requirements in this regard and is 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.

xix. We hereby certify that none of ours and/or our e-Surveillance partner's Directors are convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the date of RFP. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion.

xx. We hereby understand that any of the mentioned services can be withdrawn, fully or partially, by the Bank by giving a notice of 60 days, any time during the contract period and no commercials for the service as per price discovery, will be paid by the Bank, subsequent to withdrawal of service.

Dated this .... day of 201

____

(Signature) *(Name)*

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

____ **Seal of the company.**

Note: Company to provide copy of the board resolution authorizing the signatory to sign the bid documents.

Annexure-B

Bidder's Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Bidder must be an Indian Company registered under applicable Act in India.		Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association.
2.	The Bidder must comply with the requirements 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		Bidder should specifically certify in **Annexure A** in this regard and provide copy of registration certificate issued by competent authority wherever applicable.
3.	Experience: a. Bidder or their e-Surveillance partner, if any, should have been in the business of providing Centrally Monitored E-Surveillance Solution for a period of at least 2 (Two) years as on 31/01/2021. b. The bidder, at its own or through its e-Surveillance company partner, should be providing Centrally Monitored e-Surveillance solution at minimum 500 ATMs for a single Pvt./Public Sector Bank and overall at 1,500 sites covered under e-Surveillance including installations at least in 2 Pvt./Public Banks' ATMs in India as on 31/01/2021, with capability to scale up by a minimum 3,500 sites or the number		a. Certificate of Commencement of Business, and document to prove engagement in Centrally Monitored E-Surveillance activity for a period as per the mentioned eligibility criteria. b.1 Letter from Organizations (clients) confirming successful implementation of Centrally Monitored E-Surveillance solution with them. Bidder should specifically confirm on their letter head in this regard as per **Annexure-M** b.2 Certificate of completion of the work.

	of sites for which orders are placed with the vendor, whichever is higher, within a period of 60 days from the issuance of Letter of Intent. c. Also, the bidder or their e-Surveillance partner, if any, is required to have a command center/Central Monitoring Station and a Disaster Recovery Monitoring Station, both in two different Seismic Zones within India only.		c. Self-Certificate in Rs. 100/- stamp paper duly notarized for declaration of scaling up the capacity and having Command Centre and DR center at two different seismic zones and not outside India.
4.	Net worth: Bidder should have a tangible net worth of minimum Rs. 20.00 Crores as per the Audited Financial Statements of 2019-20.		Audited Financial statements for the last 3 years to be submitted, i.e., 2017-18, 2018-19 and 2019-20.
5.	Annual Turnover: Bidder should have an annual turnover of minimum Rs. 25.00 crores in any of the last three Financial Years i.e., 2017-18, 2018-19 and 2019-20.		Audited Financial statements for the last 3 years to be submitted, i.e., 2017-18, 2018-19 and 2019-20.
6.	Profit Before Tax (PBT): The bidder should be profitable organization (on the basis of Profit Before Tax) during atleast any two of last three financial years, i.e., FY2017-18, 2018-19 and 2019-20.		Audited Financial statements for the last 3 years to be submitted, i.e., 2017-18, 2018-19 and 2019-20.
7.	Command Centre / Central Monitoring Station, Organization and all its processes should bear the necessary ISO certification such as ISO 27001, ISO20000-1, ISO 9001.		Necessary certificate/documents from the authorized organizations/agencies in this regard. Bidders need to give an undertaking on its Letter Head that its Command Centre / Central Monitoring Station and DR site is also covered under ISO certification of the company.
8.	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)		Brief details of litigations, disputes, if any are to be given on Company’s letter head.
9.	Any instance of non-completion of the project or termination of SLA by any		Bidder should submit an undertaking specific to this effect

	entity due to non-performance of the vendor for the reasons attributable to the bidder or their respective e-Surveillance partner, during last 3 years prior to the date of RFP, shall be treated as non-performance on the part of the bidder and its e Surveillance partner and such bidders shall not be considered eligible for implementation of the project.		on Rs. 100/- stamp paper duly notarized.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted. False compliances with respect to any of the minimum Eligibility/Technical criteria would disqualify the vendor from the RFP process. If a bidder is finally selected and at any stage during the term of the contract, if bank finds the false certification for meeting the minimum eligibility/technical criteria, or bidder is not eligible as per the minimum eligibility and technical evaluation criteria, Bank may debar/expel and blacklist the bidder and reassign the orders to other vendors and Bank has right to invoke our Performance Bank Guarantee.

Name & Signature of authorized signatory

Seal of Company

Annexure-C

Technical and Functional Specifications

Technical Solution and Approach & Methodology (Provide relevant documents)		
Description	**System/Procedure**	**Supporting Documents**
Compliance with the technical specifications of the systems/ equipment/ solution defined the RFP. Non- Compliance with the minimum specifications will lead to rejection of bids	a) Intruder alarm system b) Video surveillance system c) Fire detection alarm system	Adherence to Specification details mentioned in subsequent tables of **Annexure - C** of the document.
Technical Architecture of the proposed Solution	Criteria: a) Redundancy & Design of solution b) Scalability of the solution c) Security of Network d) Storage and Retrieval Technology	Technical Architecture Document
The approach and methodology defined by the bidder in the technical proposal	Criteria: a) Operations and Maintenance Mechanism b) Monitoring Procedures c) Repair and Replacement Procedure d) Facility/Procedure for reporting of Issue by the branch e) Defined Escalation protocol	Approach & Methodology Document. Details should be given for each parameter.

TIER III DATA CENTRE STANDARDS (PROVIDE RELEVANT CERTIFICATE)	
Tier level	**Requirements**
III	1. Single non-redundant distribution path serving the critical loads
	2. Redundant critical capacity components
	3. Critical capacity components must be able to be isolated and removed from service while still providing N capacity to the critical loads.
	4. Multiple independent distinct distribution paths serving the IT equipment critical loads

	5. All IT equipment must be dual-powered provided with two redundant, distinct UPS feeders. Single-corded IT devices must use a Point of Use Transfer Switch to allow the device to receive power from and select between the two UPS feeders.
	6. Each and every critical capacity component, distribution path and component of any critical system must be able to be fully compatible with the topology of a site's architecture isolated for planned events (replacement, maintenance, or upgrade) while still providing N capacity to the critical loads.
	7. Onsite energy production systems (such as engine generator systems) must not have runtime limitations at the site conditions and design load

FUNCTIONAL AND TECHNICAL SPECIFICATIONS WITH BIDDER'S RESPONSE

S.NO	Alarm Panel Specification	Mandatory Compliance (Yes)
Sensors, Detectors and Cameras		
1	**Alarm Panel Key Features**	
1.1	Panel with on-line connectivity to Central Monitoring Station	
1.2	16 – 32 Zone Alarm Panel	
1.3	Ethernet card for TCP/IP Networking	
1.4	10 Hours internal battery Back-up for Alarm Panel, Router, Microphone, Speaker, DVR and all Cameras.	
1.5	Capability to detect low or no battery	
1.6	Metal Security enclosure with Key lock for Alarm panel, DVR & Router with Key and Tamper zone on opening	
1.7	Mains power sensing ability (Power Input Sensor- Mains Input (ON/OFF) (Silent Zone)	
1.8	UPS power sensing ability (Power Output) Sensor- UPS Output (ON/OFF) (Silent Zone)	
1.9	ATM 1, ATM 2 or More Removal Zone (Unique Zone)	
1.10	ATM 1, AT M 2 or More Seismic Sensor / Vibration Sensor Zone (Unique Zone) (Drilling and hammering protection)	
1.11	ATM 1, ATM 2 or More Chest Door Zone (Unique Zone)	
1.12	ATM 1, ATM 2 or More Thermal Sensor Zone (Unique Zone)	
1.13	ATM Back Room Door Open Zone (Unique Zone)	
1.14	Cheque Drop Box removal (Unique Zone)	

S.NO	Alarm Panel Specification	Mandatory Compliance (Yes)
1.15	CCTV 1 (with IR Vandal Proof Dome Cameras), Speaker & Microphone removal Zone in series	
1.16	CCTV 2 or more (IR Vandal Proof Dome Cameras) Removal Zone (Unique Zone)	
1.17	Smoke / Fire Sensor Zone (Unique Zone)	
1.18	Panic Switch Zone (Unique Zone)	
1.19	Motion Sensor Zone to Detect motion between 10 pm to 6 am to detect motion in ATM room (Unique Zone)	
1.20	Glass Break Zone to Detect breaking of glass (Unique Zone) –Main Glass door	
1.21	Air Conditioner On / Off sensing ability	
1.22	Signage On/ Off sensing ability	
2	**Required Sensors and Devices**	
2.1	Removal Sensor (Metal contact Sensor) for all the installed machines at the site	
2.2	Seismic sensor / Vibration sensor Zone for all the installed machines at the sites – (For ATM/ADWM machines -to work with UL 291 Business hour and UL 2 91 24-hour ATM Chest)	
2.3	Chest Door Zone (Plastic Contact Sensor) / Contact sensor for all the installed machines at the site	
2.4	Thermal Sensor with Rate of rise feature for all the installed machines at the site	
2.5	ATM Back Room Sensor (Metal contact Sensor)	
2.6	Security Enclosure Tamper Sensor	
2.7	Removal Sensor Cheque Drop Box, UPS and Battery (Metal contact Sensor)	
2.8	Door open Sensor for Cheque Drop Box (contact Sensor)	
2.9	CCTV 1 or more removal / Tampering sensor (Plastic Contact Sensor)	
2.10	Speaker Removal Sensor (Plastic Contact Sensor)	
2.11	Microphone Removal Sensor (Plastic Contact Sensor)	
2.12	CCTV 2, 3, 4 Removal / Tampering Sensor (Plastic Contact Sensor)	
2.13	Air Conditioner Removal Sensor	
2.14	Glass Break Sensor	
2.15	PIR Motion Sensor/ Occupancy Sensor	
2.16	Siren	
2.17	Capability to detect the tempering of Siren	

S.NO	Alarm Panel Specification	Mandatory Compliance (Yes)
2.18	Panic Switch/ Duress Button at Main lobby of ATM site.	
2.19	Air Conditioner On / Off sensors (Recording of Date & Time)	
2.20	Signage On/ Off sensors (Recording of Date & Time)	
2.21	Hood Door open sensor	
3	**Image / Video Items**	
3.1	NVR: (Should comply following specifications) Details provided at **Annexure - C**	
3.2 **3.2 .1** **3.2.2** **3.2.3**	**Cameras:** **2MP IP Dome IR cameras** (2 in numbers) **with SD card, one in ATM Lobby and other in Back room** **2MP IP IR Bullet camera with SD card, – outside ATM Room** **2MP IP Hidden camera with SD Card - lobby** (Should comply following specifications) Details provided at **Annexures - C**	
4	**Separate 2 Way Audio deterrent system**	
4.1	Inbuilt Speaker with audio cables.	
4.2	Highly Sensitive Microphone with audio cables.	
4.3	Pre- Recorded Message	
4.4	Up to 20, Pre-recorded Audio Messages (Length of 30 sec) on standard incidents	
4.5	Separate Independent GSM SIM based connectivity	
4.6	Remote calling	
4.7	Auto Call receiver capability	
4.8	User authentication and security ensured	
4.9	User Configuration through SMS/application	
4.10	Rejects call from unregistered users.	
4.11	Standard SIM (2G/3G/4G or Higher) is used for this unit	
5	**Communication Equipment at Sites**	
5.1	GSM /VPN 3G/4G multi-SIM intelligent Router with bandwidth aggregator (Dual Connectivity is required)	
5.2	High Gain Antennae where required	

S.NO	Alarm Panel Specification	Mandatory Compliance (Yes)
5.3	GSM /VPN 3G/4G multi–SIM Card (Dual Connectivity is required)	
5.4	The functioning of the ATM will not be impacted because of the use of any communication equipment	
5.5	Basic functions: DNS, DHCP, ICMP, MTU/MRU, LCP	
5.6	3G/4G function: 3G/4G Mode Selection, PIN code, SIM card bundling, DDR	
5.7	Authentication: CHAP, PAP, MS-CHAP, MS-CHAP V2, EAP, SSL (256-bit encryption) Certificate based authentication.	
5.8	Routing Protocol: Static Routing	
5.9	Wi-Fi Functions: 802.11b/g/n, WEP, WPA, WPA2, WPA+WPA2, SSID Hidden, WDS, Power adjustment, Connection Limitation	
5.10	Multiple WAN: Load Balancing Mode, Backup Mode	
5.11	Security Functions: URL filtering, White/Blacklist, Stateful firewall, ACL, NAT, MAC-IP bundling	
5.12	VPN Function: IPsec VPN, L2TP VPN, GRE VPN, Certification Management	
5.13	QoS Functions: Rate Limitation on IP, sharing bandwidth, Rate Limitation on 3G/4G interface, Rate Limitation on Wi-Fi	
5.14	System Status Log: System Log, IPsec Tunnel status, 3G/4G interface status, LAN interface status, Wi-Fi status, Route status, DHCP status, TCP/IP connection status, GPS information	
5.15	Management: SSH, Telnet, WEB, NTP, Time Zone, Firmware Upgrade, SMS management, NMS,	
5.16	3G/4G Standard: WCDMA+FDD-LTE	
5.17	Ethernet WAN Port: 1*100/1000M WAN Interface	
5.18	Ethernet LAN Port: 3*100/1000M LAN Interface	
5.19	Wi-Fi: 802.11b/g/n (MIMO)	
5.20	GPS	
5.21	USB interface: One USB interface	
5.22	LED indicator: System, SIM, 3G/4G	
5.23	Chassis material: Metal Shell	
5.24	Fan design: Fan less, No noise	
5.25	Input voltage (DC): 12V DC	
5.26	Max. power: 15W	

6. Central Alarm Monitoring Station Infrastructure Requirements

	Feature (Technical Architecture Document. Details should be given for each parameter.)	**Mandatory Compliance (Yes)**
6.1	Servers with 'HOT REDUNDANCY'. If the Primary server fails, the secondary server takes over immediately with no time loss.	
6.2	Scalability of the solution	
6.3	Minimum 10 MBPS Primary Back-haul from Network Provider Hub to Central Monitoring Station with auto switch over. Letter from network provider is required.	
6.4	10 MBPS Secondary Back haul from another Network provider for Back up to Primary Back Haul. Letter from network provider is required.	
6.5	UPS Supply to all systems	
6.6	Generator Back-Up to Mains Power with auto-Start	
6.7	Data Storage on Network Access Storage (NAS) for high data Redundancy	
6.8	Multiple SIM VPN Router to aggregate the network signals	
6.9	DRC available	

7. Communication Requirements

	Networking	**Mandatory Compliance (Yes)**
7.1	On-line Alarm Panel with TCP/IP communication over secure wireless VPN Network for Alarm data, Video data and Audio data.	
7.2	Security of Network	
7.3	TCP/IP Networking	
7.4	International standard S IA messaging	
7.5	Suitable network security to prevent hacking/sniffing/malware attack on the network	

8. Central Alarm Monitoring Station Alert Handling Service Requirement (Scope)

	Alarm Station Service Requirement	**Mandatory Compliance (Yes)**
8.1	The software alert should be in form of tickets and not Pop-Ups	
8.2	The ticket should have ability to store escalation details as	

	Alarm Station Service Requirement	Mandatory Compliance (Yes)
	below associated with the site that generated the alert (Individual to the sites)	
8.3	The bidder is required to establish a Central Monitoring System to monitor the health of all equipment deployed at sites on 24 X 7 basis. All the complaints will be reported to the bidder and the Bidder should coordinate with their local representatives/ technicians to attend all the complaints. One CMS Console access to be provided at GITC Belapur or any other location decided by the bank.	
A	Store escalation matrix of 5 MSP agency individual associate with that particular site	
B	Store escalation matrix of 5 Housekeeping Agency individual associate with that particular site	
C	Store escalation matrix of 5 Dispatch Agency individual associate with that particular site	
D	Store escalation matrix of 5 Fire Department individual associate with that particular site	
E	Store escalation matrix of 5 Police individual associate with that particular site	
F	Store escalation matrix of 5 Bank individual associate with that particular site	
8.4	The ticket must have ability to note the conversation details of each escalation individual of MSP, Dispatch Agency, Police and Fire departments and Bank individuals within the ticket.	
8.5	The ticket must have the ability to record closure Comments	
8.6	Start Siren from Central station	
8.7	Stop Siren from Central station	
8.8	Bypass sensors from central station	
8.9	Reset Smoke/Fire sensor from Central Station	
8.10	Ability to put Alarm Pan el on “Test Mode” that generates no SMS or emails when alarm panel is under testing	
8.11	**Chest Door and Cheque drop Box door opening should have a schedule setting at Central Monitoring Station.**	
A	An alert ticket must be raised if chest door is opened at any time of the day/night even for cash replenishment and whole activity should be recorded as a continuous video.	
B	Video verification must be performed to verify the incident / activity	
C	If abnormal activity is detected, then use 2-way audio to deter the activity	
D	Ability to set the schedule individually for each ATM Site.	
E	Dispatch QRT, if crime cannot be deterred. Escalate as per escalation procedures.	

	Alarm Station Service Requirement	Mandatory Compliance (Yes)
8.12	**Back room Door opening should have a schedule setting at Central Monitoring Station.**	
A	An alert ticket must be raised if back door is opened any time of the day/night.	
B	Video verification must be performed to verify the incident / activity	
C	If abnormal activity is detected, then use 2-way audio to deter the activity	
D	Ability to set the schedule individually for each ATM Site.	
E	Dispatch QRT, if crime cannot be deterred. Escalate as per escalation procedures.	
8.13	An alert ticket must be raised if the signage is on / Off beyond the stipulated time	
8.14	An alert ticket must be raised if the Air Conditioner or lightings are on / Off beyond the stipulated time	
8.15	**Motion Monitoring of ATM room**	
A	An alert ticket must be raised if there is motion between 10 pm to 6 am.	
B	Video verification must be performed to verify the incident / activity	
C	If abnormal activity is detected, start siren from central monitoring station and use 2-way audio to deter the activity	
D	Ability to set the schedule individually for each ATM Site.	
E	Dispatch QRT, if crime cannot be Deterred. Escalate as per escalation procedures.	
8.16	**Sensor tripping must generate an alert ticket**	
A	Video verification must be performed to verify the incident	
B	If normal activity, switch off siren from Central Station	
C	If abnormal activity, perform 2-way audio to deter the Activity	
D	Dispatch QRT, if crime cannot be deterred. Escalate as per escalation procedures.	
8.17	**Send SMS & Emails instantaneously to the following personnel as per the Contact list**	
A	In case of Burglary attempt, Dispatch QRT and contact nearest Police Station. Escalated per escalation procedure to Bank officials.	
B	In case of Fire, Dispatch QRT and contact nearest Fire Brigade Station. Escalated as per escalation procedures to Bank officials.	
8.19	**Central Recording**	
A	When the CME has viewed the site through video verification, the video verification images should be stored centrally to ensure that images and video are available for	

	Alarm Station Service Requirement	Mandatory Compliance (Yes)
	forensic purpose even if the burglars destroy the DVR at the site	
8.20	**Central Image Pulling**	
A	Central Monitoring Station must have the ability to pull images and video centrally from site DVR of when demanded by the Bank	
B	Vendors to provide the facility of downloading the images/video footages centrally, to the officials of Circles/CC/GITC.	
8.21	**Energy/Power Management**	
A	To manage power consumption and keep a check on power and other equipment, such as UPS, battery, etc.	
B	To monitor the status of Signage, Air Conditioners and Lightings in the ATM room and to control the same by switching off/on, remotely from the Command Centre, manually or automatically, as per schedule specified by respective local ATM teams. The Bank may use this solution for any other site control measures also.	
C	To monitor the status of Heaters (wherever installed) in the ATM room and to control the same by switching off/on, remotely from the Command Centre, manually or automatically, as per schedule specified by respective local ATM teams. The Bank may use this solution for any other site control measures also.	
D	To monitor and control the temperature at the ATM site by remotely controlling the Air Conditioners (ACs). To switch off/on the ACs based on weather condition or depending upon day/night situation., according to geographical area or as per the instructions from Circle authorities	
E	The vendor should be able to identify if the AC is not switched on even after executing the 'switch on' command and it should be able to send SMS/e-mail to designated persons (Housekeeping personnel/QRT/Channel Managers) in case of such failures.	
F	To monitor the status of the Mains and UPS power and to switch on/off the Mains and UPS power, if required.	
G	To monitor the health status of the batteries of UPS,	
H	UPS Battery charge percentage should be monitored and Alert should be generated on low battery and system should be able to send SMS/e-mail to designated persons (Housekeeping personnel/QRT/Channel Managers)	
I	The solution should have the capability to identify the failure of the commands executed automatically or manually from the command center, in order to initiate any of the services under Energy/Power Management solution. E.g.,	

	Alarm Station Service Requirement	**Mandatory Compliance (Yes)**
	AC/Signage/lightings could not be switched off/on, in such cases system should have the capability to communicate the same through SMS/Email to the designated person.	
8.22	**QRT Services**	
A	QRT to be available at the site within 15 minutes of reporting of the incident at command center	
B	To take adequate/reasonable steps to deter the incident/crime. To call and inform local police/fire brigade authorities in case of any incidence. To call, inform and co-ordinate with Bank officials.	
C	To support the Bank/Law enforcement agencies in case of any incident occurred at ATM site.	
D	To provide ATM ID wise mapping of QRT personnel for verification by Bank's official. The list to be annexed with the monthly invoices for claiming the payment for providing QRT services.	
8.23	**Housekeeping (Cleaning) Services at ATM sites**	
A	To visit the ATM site four times a day to maintain the cleanliness at ATM site.	
B	Cleaning of both customer area & back room and immediate surroundings; cleaning of all items in kiosk, i.e, ATM machines' exterior, LCD/CRT screen, Air Conditioners, Visual Merchandise, Signage (including external signage), Floor, Glass, Walls, Cleaning of wastepaper basket, etc., to ensure that the ATM site presents a neat and clean appearance. All surfaces shall be maintained clean and particularly glass surfaces shall be maintained sparkling clean.	
C	Cleaning of Signage / Lollypop once a month.	
D	To keep a check on the health of the e-Surveillance equipment/sensors and if required, necessary steps to be taken to ensure that the same is replaced/repaired/rectified within a maximum period of 24 hours from the time of fault occurrence.	
E	Pest control/anti-rodent treatment shall be undertaken minimum once every quarter.	
F	Every visit to the ATM site should be recorded electronically through mobile based applications and the same should be available along with the CCTV footage for audit by the bank officials up to a period of 2 months.	
G	To report the unusual/unauthorized activity at the ATM site.	
H	To close and open the shutter at the specific sites at the scheduled hours.	
I	In the process of providing these services, Vendor undertakes to use good/ standard quality cleaning material. No	

	Alarm Station Service Requirement	Mandatory Compliance (Yes)
	housekeeping material will be kept in the direct view of the customer.	
J	To provide ATM ID wise mapping of Housekeeping personnel for verification by Bank's official. The list to be annexed with the monthly invoices for claiming the payment for providing Housekeeping services.	
8.24	**Dashboard Access**	
A	Bidder should provide an online real-time Dashboard Access at various operational levels in the Bank, viz. GITC, CC, LHO, ZO/AO/Branch Manager etc., up to the Channel Manager level or as required by the Bank, without any limitation to number of users. The details to be provided have been mentioned in the Scope of Work.	
8.25	**Reports**	
A	All Ticket Report with all details that include Date and Time of Alert Site ID Site Address including location, state and city Type of Alert (chest door open, back door open, cheque drop box open, ATM removal, Heat sensing, Vibration sensing, Fire/Smoke, Panic button, CCTV disconnection, Motion Sensor, etc. Name of Operator to whom ticket was assigned Time of acknowledging the ticket Time lapsed to acknowledge the ticket Time when operator started deterrence (If any) Time lapsed for above Operator comments of his conversation with escalation persons Operator closure comments	
B	Deterrence Ticket Report (where deterrence was performed) with all details that include Date and Time of Alert Site ID Site Address including location, state and city Type of Alert Name of Operator to whom ticket was assigned Time of acknowledging the ticket Time lapsed to acknowledge the ticket Time when operator started deterrence Time lapsed for above Operator comments of his conversation with escalation persons Operator closure comments	

	Alarm Station Service Requirement	**Mandatory Compliance (Yes)**
C	e- Centrally Monitored E-Surveillance System down report with all details that include Date and Time of System down and resumed functioning. Reason Site ID Site Address including location, state and city	
D	MAINS and UPS Power Report with all details that include Date and Time of Mains Power Change (ON or OFF) Status of Change (ON or OFF) Site ID Site Address including location, state and city	
E	Video Housekeeping Reports (Twice daily)	
F	Consolidated Monthly Performance Report	
G	Penalty Calculation Report	
H	Monthly Availability Report	
I	Daily Installation Progress Report	
J	Signage On / Off Report with all details that include Date and Time of Signage on or Off status Site ID Site Address including Location, State and City.	
K	Air Conditioner (1, 2 or more) On / Off Report with all details that include Date and Time of Air Conditioner (AC) On or Off status for each AC Site ID Site Address including Location, State and City.	
L	Lightings On / Off Report with all details that include Date and Time of Signage on or Off status Site ID Site Address including Location, State and City.	

NOTE: The reporting formats are illustrative, and Bank may desire reporting as per their time to time requirement.

Note: The scope includes providing Hardware, Cables, Installation and Monitoring Services.

Signature and Seal of Company

SPECIFICATIONS FOR VARIOUS CAMERA AND NVR

SL. No.	Item	Specifications	Mandatory Compliance (Yes)
1	2MP IP Dome IR Camera (2 in No.)	1/2.7" 2Megapixel progressive CMOS	
		H.265 / H.264+ & H.264 dual-stream encoding	
		25/30fps@2M (1920×1080) WDR (120dB), Day/Night (ICR), 3DNR, AWB, AGC, BLC	
		Micro SD card, 128 GB	
		ONVIF Compliance.	
		2.7~12mm varifocal lens Max IR LEDs Length 30m IP67, IK10, PoE.	
2	2MP IP IR Bullet Camera	1/2.7" Progressive scan CMOS	
		compression techniques: H.265+/H.264+/MJPEG	
		3D digital N/R, WDR (120dB)	
		IR Distance up to 50 meters	
		IPv4 &IPv6	
		bi-directional talk	
		IP66 / IP67 Compliant	
		IK10 Compliant	
		SD Card – 128GB	
3	2MP IP Hidden Camera	2Megapixel	
		Low Lux Recording - 0.1 lux – 0.01 lux	
		Resolution 1080p HD	
		Lens – 2mm	
		MicroSD Card – 128 GB	
		ONVIF Compatibility	
		WDR (120dB)	
		H.264 / H.265	
		RJ-45 Ethernet – connector	
4	Network Video Recorder	High performance Processor	
		IP Camera Input (4/8/16)	
		Supports RAID 0/1/5/10	
		Interface: 2 HDMI, 1 VGA	
		Compression: H.264/MJPEG/H.265	
		OSD (On-Screen Display): Camera Title, time, video loss, Camera lock, Motion detection, recording Bit Rate 16 Kbps-20 Mbps per channel	

		Play back: 128 Mbps in RAID 5 Mode & up to 64 Mbps in Single HDD Mode	
		Play back Function: Play, pause, stop, rewind, fast play, slow play, next file, previous file, next camera, previous camera, full screen, repeat, shuffle, backup, selection, digital zoom.	
		Back Mode: USB/Network/e SATA Device	
		3rd Party Support: Vivotek, Videotec, Sony, Samsung, Pelco, Panasonic, Honeywell, Brickcom, CP plus, Bosch, AXIS, Dahua	
		Network Interface: 3 RJ45 ports (100/1000 Mbps)	
		POE: N/A	
		Network Function: HTTP, HTTPs, IPv4/IPv6, TCP/IP, UPNP, RTSP, UDP, SMTP, NTP, DHCP, DNS, PPPOE, DDNS, FTP, IP Filter, SNMP, P2P, ONVIF Version 2.4 CGI Conformance, Alarm Server.	
		Optical Fiber Interface (Optional): 2 Giga Optical Fiber	
		Interface Internal HDD: 16 SATA III Ports up to 6TB Capacity for each HDD. Recording shall be done at FULL HD (i.e., 1080p @ 15fps) and recording bit rate as per RFP. (**Storage shall be proposed to ensure the recording requirements are full filled. The bidder has to factor NVR as per the number of IP Camera Input Channel**)	
		HDD Mode: Single, RAID 0/1/5/10	
		USB: Minimum 2 USB Ports	
		Certifications: CE & FCC	
5	Managed Network Switches	8/16/24/48 Ports (as per the requirement)	
		100Mbps /1000 Mbps (as per the requirement)	
		POE	
		Rack mountable switches	
6	Network Rack	Size as per requirement	
7	Cabling and conducting	Data Cable – Cat6 UTP, Patch panel, Patch Cords, power adaptors etc.	

8	Any other item which are not included in the above, however require for completion of the project may be included	Details may be provided by the bidder	

Preferred make:
1. Cameras & NVR – Hikvision, AXIS, Dahua, CP Plus or equivalent.
2. Network Switches – Cisco, Huawei, D-Link & Netgear or equivalent.

Note:

i) Storage capacity shall be provisioned to meet the requirement as mentioned in this RFP.
ii) Above mentioned specifications are the indicative minimum specifications for vendor to propose the system.

Name & Signature of authorized signatory

Seal of Company

Annexure-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 authorized signatory

Seal of Company

Annexure-E

Scope of Work / Delivery / Payment Schedule and other Terms

Sr. No.	Requirement
Scope of Work – (All bidders must give undertaking on Company's letter head that they shall provide each and every service as mentioned in the Scope of Work – refer to Annexure - P) **Please note: Any of the mentioned services can be withdrawn, fully or partially, by giving a notice of 60 days, any time during the contract period and no commercials for the service as per price discovery, will be paid subsequent to withdrawal of service.**	
A	**Event based e-Surveillance system at all ATM sites (24X7)**
1	To avoid theft, burglary and vandalism in ATM premises,
2	Detection of Intrusion in the ATM premises or disturbing the Bank's installed equipment such as ATM Machines, ACs, UPS and all the installed equipment under e-Surveillance. All machines at the ATM sites to have removal/vibration/contact and thermal sensors.
3	CCTV camera should be provided in main ATM room, outside the ATM room, in the ATM Back room and a hidden Camera at a suitable concealed location inside the main ATM room. All Cameras should be of High Resolution and should be able to record clear images and video in the scenario of dull light at ATM site or the bright light from the background. While viewing the site in real time through CCTV surveillance from Command center of the vendor, there should be no interruptions due to connectivity/Bandwidth related issues.
4	Detection of lingering activity for more than two minutes, Motion based monitoring throughout the day using video analytics. Additionally, monitoring using motion detectors through PIR (Passive Infrared) sensor from 10 PM to 6 AM.
5	Video Verification by viewing images and video of site on above event.
6	Storing of Images and Video for Verification (90 days). Images and Video footages related to any incident detected/deterred should be stored beyond 90 days and till the closure of the case. (Should be able to store for higher period in case of future administrative/regulatory requirements).
7	To provide images and video footages on demand of the Bank. As soon as CCTV images/videos request is received by e Surveillance vendor, they have to mark it as disputed and shall retain till the closure of the case. Every month, vendors will inform the Bank about ATM ID wise images/videos retained beyond 90 days and deleted thereof. The TAT for providing images / footages to the Bank is within 3 **days** of receipt of such requests from the Bank.
8	The time stamping should be available on all images and video footages.

9	The Centrally Monitored e-Surveillance System/ Solution vendor will be solely responsible to provide such information or footage or image or reports to the Bank.
10	Use of 2-Way Audio to deter the attempted crime and the system should be highly capable of clear voice/sound quality and there should be no disconnection even if the connectivity is lost with the command center.
11	Installations of panic button at ATM site. Panic Switch/ Duress Button at Main lobby of ATM site. It should be prominently displayed and a notice to this effect including Bank's Toll-free no. for lodging ATM Txn. complaints should be displayed.
12	To use siren/hooter to scare away the culprits if they do not respond to 2-way communications.
13	Storing of ticket related notes of conversation with various parties for 30 days. Storing of suspicious/criminal events beyond 90 days, till the closure of the case and submission of reports to Bank authorities.
14	SMS and Emails to bank official on receiving an alert as per mutually agreed procedure.
15	Telephone Escalation to related parties on continuation of crime/in case of Fire/Smoke. To contact local police authorities or local fire station.
16	Providing mutually agreed reports and bidder is under obligation to provide audio-video footage as per the requirement of the bank. Bank may ask to provide any report as and when required and bidder should be capable of developing the same at no extra cost to the bank.
17	The offered system should have various reporting capabilities such as Centrally Monitored e-Surveillance System/Solution down Report, ATM wise Ticket generation reports, Mains/UPS Power Cut Report, House Keeping Report and connectivity/Link uptime report etc.
18	Twice a day video housekeeping to know the clean/unclean status of the site.
19	All functionalities given in functional specification to be provided. Technical/ Functional Specification of the Centrally Monitored e-Surveillance Solution is as per **Annexure - C**
20	To implement the offered System as per the technical/ functional specifications given in the RFP document.
21	The Bank may shift or renovate its ATMs during the contract period. In these cases, the bidder must shift/re-install the same/new equipment at the new/existing location within 15 days of receiving such information from the Bank. The Bank will reimburse the shifting/re-installation charges @ 50% of monthly rental of the ATM site. The applicable monthly rental in such cases will be paid on pro-rata basis for the days for which the system was operational.
22	To generate the alert in case of Fire/Smoke and to switch on/off Mains and Ups power.
23	To provide the access to real-time dashboard:
A	To provide the live (real-time) view of the ATM sites to the dedicated users as per their ATM ID mapping,
B	To access the dashboard through smart phone apps as well as web view.

C	To know the status of offline/online sites and duration of downtime (from date/time – to date/time) in case of offline sites. User should be able to download details of such sites in the excel file.
D	To download the reports in mutually agreed formats. Few formats for reports have been provided at **Annexure - C**, however formats for new reports, as and when required by the Bank, at any stage during the term of the contract, shall be advised to the selected vendors for development and submission at the prescribed intervals.
E	To be able to provide the ATM related data, such as ATM ID, Location, Address, Contact details, etc. in the downloadable format as advised by the Bank.
F	To know the health status of the all the installed sensors and equipment, such as 2-way communication system, hooter, CCTV, all the installed sensors, etc.
G	To develop any new feature in the dashboard at no extra cost to the bank,
H	To be able to generate the penalty calculation report.
I	To be able to integrate with the different systems of the Bank, such as Switch, ATM monitoring tool, etc., as per the Bank's requirement, at no extra cost to the Bank.
J	Capability to lodge the request for requisition of CCTV footage by the authorized user of the Bank.
K	Capability to lodge online complaint regarding the faulty equipment, faulty sensors, down/dismantled sites, unclean sites, shutter remaining opened/closed, signage boards/Air Conditioners/lightings not switched on/off, etc.
L	Capability to take the screen shots of the live images and video.
M	To monitor the ATM site live from any of the device as authorized to the State Bank Official.
N	To show the live location of the site on google map.
O	Every data related to ATM sites, should be available on both, i.e., bidder's portal as well as Bank's Centralized dashboard.
24	To maintain the database by mapping the ATM IDs with e-Surveillance site ID. In case of any mismatch, to co-ordinate with the Circle authorities for necessary reconciliation.
25	Continuous connectivity between the Command Centre and the ATM site by implementing the solution of multiple SIM connectivity, with broadband/3G/4G or any higher connectivity wherever available. Connectivity with minimum two SIMs functioning simultaneously and scalable up to 3 SIMS.
26	All wirings must be concealed and not accessible to an outsider. If any equipment loses its connection with the command center, command center should be able to identify the same within maximum 2 minutes.
27	To install the public announcement system, to play the pre-recorded message at ATM site as per requirement of the Bank, e.g., not to divulge the pin information.
28	To detect and deter a person wearing helmet, covering/masking the face, trying to carry out any unauthorized or suspicious activity. The command center executive should warn the person to remove helmet, mask, etc.
29	To manage the crowding in the ATM site. If more than two persons per ATM machines are present in ATM room, an alert should be raised and suitable announcements should be made by Command Centre. Appropriate action to be

	initiated to control the situation. Command Centre executive should warn the additional people to move out of the ATM room.
30	To detect the loitering inside the ATM lobby and initiate appropriate actions to deter the same.
31	To detect any kind of tampering with the equipment installed at ATM site.
32	During the currency of the contract, the system should be upgraded at no extra cost to the bank. Any technological upgradation in CCTV, more specifically due to regulatory/administrative requirement, no extra cost to be charged to the bank.
33	Preventive maintenance of all the equipment covered under this scope to be carried out quarterly and a mobile application to be developed to submit the PM report to the concerned Circle authorities and the same to be linked with the real-time dashboard.
34	For any new feature of e-Surveillance which is not available under existing e-Surveillance sites, Vendors need to carry out PoC at their own cost.
35	Any device/sensor installed at ATM machine and ATM site should not damage the Bank's installed system. Any loss arising out of such instances will be recovered from the vendor.
36	Should have a documented and tested Business Continuity Plan (BCP), a Disaster Recovery site according to Disaster Recovery Plan (DRP) and the documents related to both BCP/DRP should be submitted to the Bank.
37	The switch over from Primary Command Centre to DR command center should be within 30 minutes.
38	Capability to instantly detect the disconnection of Alarm Panel at ATM site, (such as wire cut, etc.) or disconnection of any of the critical sensor from Alarm Panel and initiate appropriate and corrective actions to detect the reason of disconnection and in the event of occurring of any crime, escalation to the related parties (Police authorities/QRT/Bank Officials), to deter/prevent the crime.
39	Capability to instantly detect the disconnection of CCTV from the Command Centre or non-recording of Videos and images locally at the ATM site or video loss/blacking out/masking the CCTV by any miscreant, and to take appropriate action in case of occurrence of any of the case mentioned as above.
40	Capability to instantly detect if view of the camera/Camera angles has been deviated as per original installations and to initiate appropriate action.
41	The bank may require the Command Centre to inform the Bank's ATM Switch Centre to cease the operations at a suspected ATM site, in case any suspicious activity is detected by the Command Centre.
42	Capable of preventing the malware attack on the network/data center.
43	An alert ticket must be raised if Hood door is opened at any time of the day and whole activity should be recorded as a continuous video.
44	An alert must be raised in case someone blocks or tampers with the cash dispenser / cash shutter of the ATM machine to manipulate the cash being dispensed by ATM machine. Whole activity should be recorded as a continuous video.
45	An alert must be raised in case someone tries to disconnect the ATM machine by removing power cables or switching of the ATM machine, etc. Whole activity should be recorded as a continuous video.

46	A notice prepared elegantly (shall be approved by the Bank) to the effect that the site is under electronic surveillance shall be displayed on the front door of the ATM site.
47	Installation of a GPS device at the ATM site which will provide the latitude and longitude of the site at real time, which will be useful for SBI Finder App/Websites.
48	Bank will require one resource to be posted/stationed at Bank premises, with company provided laptop, for any co-ordination, support, reporting, reconciling database, extracting video footages etc., at no Extra Cost to Bank. Minimum 1 resource for 5000 sites or part thereof. Working hours will be as per working hours of the bank.
49	In case a capex site houses both types of machines, i.e., Capex ATMs and Opex ATMs, only Capex ATMs shall be covered under the ambit of e-Surveillance solution under Phase-IV.
B	**Quick Response Team (QRT) for attending the incidents (Prescribed sites)**
1	QRT to be available at the site within 15 minutes of reporting of any suspicious/untoward incident at command center.
2	To take adequate/reasonable steps to deter the incident/crime. To call and inform local police/fire brigade authorities in case of any incidence. To call, inform and co-ordinate with Bank officials.
3	To support the Bank/Law enforcement agencies in case of any incident occurred at ATM site.
4	To provide ATM ID wise mapping of QRT personnel for verification by Bank's official. The list to be annexed with the monthly invoices for claiming the payment for providing QRT services.
C	**Housekeeping (Cleaning) Services at ATM sites (Prescribed sites)**
1	To visit the ATM site four times a day to maintain the cleanliness at ATM site.
2	Cleaning of both customer area & back room and immediate surroundings; cleaning of all items in kiosk, i.e, ATM machines' exterior, LCD/CRT screen, Air Conditioners, Visual Merchandise, Signage (including external signage), Floor, Glass, Walls, Cleaning of wastepaper basket, etc., to ensure that the ATM site presents a neat and clean appearance. All surfaces shall be maintained clean and particularly glass surfaces shall be maintained sparkling clean.
3	Cleaning of Signage / Lollypop once a month.
4	To keep a check on the health of the e-Surveillance equipment/sensors and if required, necessary steps to be taken to ensure that the same is replaced/repaired/rectified within a maximum period of 24 hours from the time of fault occurrence.
5	Pest control/anti-rodent treatment shall be undertaken minimum once every quarter.

6	Every visit to the ATM site should be recorded electronically through mobile based applications and the same should be available along with the CCTV footage for audit by the bank officials up to a period of 2 months.
7	To report the unusual/unauthorized activity at the ATM site.
8	To close and open the shutter at the specific sites at the scheduled hours.
9	In the process of providing these services, Vendor undertakes to use good/ standard quality cleaning material. No housekeeping material will be kept in the direct view of the customer.
10	To provide ATM ID wise mapping of Housekeeping personnel for verification by Bank's official. The list to be annexed with the monthly invoices for claiming the payment for providing Housekeeping services.
D	**Energy/Power Management Module at all ATM sites**
1	To manage power consumption and keep a check on power and other equipment, such as UPS, battery, etc.
2	To monitor the status of Signage, Air Conditioners and Lightings in the ATM room and to control the same by switching off/on, remotely from the Command Centre, manually or automatically, as per schedule specified by respective local ATM teams. The Bank may use this solution for any other site control measures also.
3	To monitor the status of Heaters (wherever installed) in the ATM room and to control the same by switching off/on, remotely from the Command Centre, manually or automatically, as per schedule specified by respective local ATM teams. The Bank may use this solution for any other site control measures also.
4	To monitor and control the temperature at the ATM site by remotely controlling the Air Conditioners (ACs). To switch off/on the ACs based on weather condition or depending upon day/night situation., according to geographical area or as per the instructions from Circle authorities
5	The vendor should be able to identify if the AC is not switched on even after executing the 'switch on' command and it should be able to send SMS/e-mail to designated persons (Housekeeping personnel/QRT/Channel Managers) in case of such failures.
6	To monitor the status of the Mains and UPS power and to switch on/off the Mains and UPS power, if required.
7	To monitor the health status of the batteries of UPS,
8	UPS Battery charge percentage should be monitored and Alert should be generated on low battery and system should be able to send SMS/e-mail to designated persons (Housekeeping personnel/QRT/Channel Managers)
9	The solution should have the capability to identify the failure of the commands executed automatically or manually from the command center, in order to initiate any of the services under Energy/Power Management solution. E.g., AC/Signage/lightings could not be switched off/on, in such cases system should have the capability to communicate the same through SMS/Email to the designated person.

E	**Secured Cloud / Central Storage of e-Surveillance Data including CCTV footages (for all ATM sites)**
1	To provide Secured cloud/central storage of e-Surveillance data including CCTV footage of all the sites covered under e-Surveillance solution irrespective of the vendor. Such storage facility should be within India only and should not be sourced from outside India.
2	To create a portal from where CCTV footages can be downloaded by Bank officials at any given point of time by selecting ATM ID, Date of footage, time of footage, with the options of viewing and download rights.

Sl No	Requirements	Bank's Requirement
F	Term of the Project: Delivery locations: Project Schedule and milestones:	Project will be valid for a period of 5 years from the date of execution of SLA. ATM sites as per PO issued for installation of solution. Delivery timelines will be counted from Date of Letter of Intent issued to selected bidder. **Letter of Intent: "X".**

Sr. No.	Activity	Sub Activity (if any)	Owner	No. of calendar days
1.	Pilot Implementation	Complete installation on 100 pilot sites by each vendor	Selected vendor	X+15 Days
2.	Pilot Implementation	Review of e-Surveillance system by Bank's IS Department or their representative(s), Live pilot testing, monitoring and observation of the solution and put-up review of pilot testing.	ISD or its representative. AC teams at circle locations, Ops & Vendor Management Dept., CC New Delhi and respective selected vendor.	X+75 Days
3.	PBG	Submission of PBG by vendors	Selected vendor	X+90 Days # #
4.	PO issuance		Ops & Vendor Management Dept., CC New Delhi	X+95 Days
5.	SLA execution		Ops & Vendor Management Dept., CC New Delhi and respective selected vendors	X+105 Days = **Y Days**

In case the PBG is not submitted by the bidder within the stipulated timelines, Bank will not issue further PO to the bidder and the sites will be reassigned to another vendor.

6. **Phase wise rollout pan as under: Y=X+105 DAYS**

Phase	L1	L2	L3	L4	Total	Timelines (Days)
Pilot	100	100	100	100	**400**	X+15
I	2,280	1,387	1,090	792	**5,549**	Y+30
II	2,856	1,785	1,428	1,071	**7,140**	Y+60
III	4,284	2,678	2,142	1,607	**10,711**	Y+90
Total	**9,520**	**5,950**	**4,760**	**3,570**	**23,800***	

***** The selected vendor will be required to submit an installation report after completing installation of each site in the format **Annexure – S.**

The date of installation of e-Surveillance solution at the identified locations shall not be later than 30 days from the date of Purchase Order issued by the Bank.

G	Help Desk Requirements	a) 24 * 7* 365 days per year, online support facility

		b) The expected time of resolution should be average ---- minutes per call. c) Escalation process should be in place for unresolved issues d) Bidder support staff should be well trained to effectively handle queries raised by the Bank customer / employees etc. e) Bidder should have ability to generate MIS reports periodically for example: Volume of calls / per day, resolution % per day etc. f) Considering expected number of call request --- / day, the help desk should be manned with ---- of persons dedicated to work for the Bank.
H	MIS Report Generation requirement	a) Submission of daily/monthly reports as per relevant annexures of the RFP. b) New Reports / Additional reports can be introduced anytime during the contract period depending upon the requirement of the Bank.
I	Performance Requirements	Uptime of e-Surveillance solution is required to be minimum 99%.
J	Scalability Requirements	a) To be scalable as per Bank's future requirement. b) The access to use the portal / dashboard to be given to all the respective officials involved in ATM operations at circle locations and Corporate office. The number of users may reach up to 2,000.
K	Regulatory / Compliance Requirements	To be defined as per project requirement.
L	Security Requirements	Compliance with Bank's IS Security policy Responsibilities for data and application privacy and confidentiality Responsibilities on system and software access control and administration Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor Physical Security of the facilities; & Physical and logical separation from other customers of the Vendor Incident response and reporting procedures Password Policy of the Bank

		Data Encryption/Protection requirement of the Bank
M	Limited Trial / Pilot Requirements	As mentioned in RFP document under Award Criteria and Project Term / Delivery Schedule
N	Backup system / POC / test & training system / DR system	Bidders to have Disaster Recovery Centre at different Seismic Zones other than the Command Centre, within India only
O	Training	Selected bidders to provide training on e-Surveillance system to all the respective Bank's officials covering all aspects covered under RFP document.
P	Payment schedule	No advance payment will be made. Payment shall be made, on monthly basis (on completion of the month) on the monthly invoice raised by the selected vendor, by ATM Teams at respective Circle Locations under whose jurisdiction it falls after verification of uptime report submitted and deducting the penalties, if any. Payment shall become due from the date of operationalization of the system at the ATM location. Payment of monthly rent will be made after deducting TDS as per Income tax guidelines. Bidder should submit the monthly invoice within 7 days at the end of the month along with the uptime report.

Annexure-F

Indicative Price Bid

The indicative commercial Bid needs to contain the information in a sealed envelope bearing the identification – "**Indicative Commercial Bid for Comprehensive Centrally Monitored Electronic Surveillance of ATM installations of State Bank of India on OPEX basis"**.

Please note that:

1. **L1 will be decided by the price (A) discovered through Reverse Auction, which will be conducted for one sample site on Point (A), given below under para (3), which consists sum of three mandatory services mentioned at Sl. No. 1, 2 and 3 of Indicative Commercial Bid Format.**

2. **For each of 7-line items, Bank has prescribed a maximum % of the price "A". Bidder is free to quote % against each line item not exceeding the maximum % of the price "A" prescribed by the Bank. Bidder will be required to fill up the rate in column A and prices in all other columns will be automatically arrived at as per the % quoted by the bidder against each line item. Selected vendors (L2 / L3 / L4) will have to match all the line items of L1 mentioned against line item 1 to 7.**

3. The Bank would be at liberty to take any of the following service(s) or combination of services or all the services at any particular site.

INDICATIVE COMMERCIAL BID			
Sl. No.	**Particulars of Items** **Services**	**Price in (Rs.)**	**Maximum % of (A)**
1	Event based Surveillance System (having 1 ATM Machine at site) **(per site per month) (Required for All ATM Sites)**		60%
2	Cloud / Central Storage for e-Surveillance data including CCTV footage **(per site per month)** (**Required for All ATM Sites)**		25%
3	Energy/Power Management Solution **(per site per month) (Required for All ATM Sites)**		15%
A (L1 Price=1+2+3 Above)		**0.00**	**100% of (A)**

Services mentioned at point no. 4 to 7 below, are additional services for which the prices (rental) will be paid only, in case, the service(s) is/are availed.

Sl. No.	Particulars of Items/Services	Price in (Rs.)	Maximum % of (A)
4	Price for additional ATM Machine(s) at site **(per additional ATM Machine per month)**		5%
5	Additional Cameras in main lobby **(for bigger ATM rooms) (per additional Camera per month) (No Minimum sites)**		2%
6	Housekeeping (Cleaning) services at ATM site **(per site per month) (For prescribed no. of ATM Sites)**		10%
7	Quick Response Team (QRT) **(per site per month) (For prescribed no. of ATM Sites)**		15%
	GRAND TOTAL (B)	**0.00**	

Signature

Seal of Company

Breakup of GST

Sr. No.	Name of activity/Services	*GST%*
1.		
2.		
3.		
4.		
5.		
6.		
7.		
Grand Total		

Signature

Seal of Company

Annexure–G

Certificate of Local Content

<Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.>

Date:

To,

____

____

____

Dear Sir,

Ref.: RFP No.: _____________ Dated: _________

This is to certify that proposed _______________ <services as per scope of work mentioned in the indicative commercial bid> is having the local content of ____________ % as defined in the above-mentioned RFP and amended 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 4th June 2020.

Signature of Statutory Auditor/Cost Auditor
Registration Number:
Seal

Counter-signed:

Bidder

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

Annexure–H

BANK GUARANTEE FORMAT
(TO BE STAMPED AS AN AGREEMENT)

1. THIS BANK GUARANTEE AGREEMENT executed at _________this _________day of _________2021 by _________ (Name of the Bank) _________ having its Registered Office at _________and its Branch at _________ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at____________(procuring office address), hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

2. WHEREAS M/s____, incorporated under ____________________________________ Act having its registered office at ____________________________________ and principal place of business at ______________________________________ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support _________ (name of Service) (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal **(RFP) No. SBO/ACV/2020-21/007** dated 08/Jan/2021.

3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of ______ year(s) subject to the terms and conditions mentioned in the RFP.

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

5. WHEREAS, the Bank Guarantee is required to be valid for a total period of 6 years and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

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

NOW THIS GUARANTEE WITNESSETH THAT

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

2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be 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 Service Provider.

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

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

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

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

iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.

iv. The Guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise

v. This Guarantee shall be a continuing guarantee during its validity period.

vi. This Guarantee shall remain in full force and effect for a period of __ year(s) _____ month(s) from the date of the issuance i.e., up to _________. Unless a claim under this Guarantee is made against us on or before _____ , all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

vii. This Guarantee shall be governed by Indian Laws and the Courts in Delhi, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

Notwithstanding anything contained herein above:

i. Our liability under this Bank Guarantee shall not exceed Rs__________________/- (Rs. ________________only)

ii. This Bank Guarantee shall be valid up to________________

iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before ________________

Yours faithfully,
For and on behalf of bank.

____

Authorized official

Annexure–I

Penalties

Sl. No.	Parameter	Metric	Penalty
1.	**Adherence to the planned Implementation schedule**	The complete Centrally Monitored E-Surveillance System should be delivered, installed and made operational at the identified ATM Locations within 60 days of acceptance of order	A penalty of Rs. 1,000/= per week from the 31st day of placement of order with full site details/ addresses by the Bank, till the date of operationalization will be levied for the reasons attributable to the vendor. The penalty amount for delayed installations will be due on 1st day of the week FROM 31ST DAY ONWARDS. E.g., 1. Delayed Installations between 31-37-day, penalty Rs. 1,000/- 2. Delayed installations between 38-44-day, penalty Rs. 2,000/- and so on
2.	**Equipment Uptime**	At least 99% uptime expected i. System is non-functional for more than 30 minutes up to 4 Hours, ii. system remains non-functional beyond 4 hrs. and up to 24 hours, iii. system remains non-functional beyond 24Hrs.up to 48Hrs,	 i. 30% of monthly rentals for that site for each instance of failure beyond 30 minutes for 4 Hrs. ii. 50% of monthly rentals for that site for each instance of failure for 4 Hrs. and up to 24 hours, iii. 75% of monthly rentals for that site for each instance of failure for 24 Hrs. and up to 48 hours,

		iv. system remains non-functional beyond 72Hrs,	iv. 100% of monthly rentals for that site for each instance of failure beyond 72 hours,
3.	**Incident Reporting**	For every identified incident, the CMS should have evidence of incident (video recording, two-way audio communication logs, system logs), records for action taken and reporting to respective authorities as per agreed mechanism.	To be randomly verified by SBI / SBI appointed agency on monthly basis for SLA monitoring. For every non- compliance a penalty of 1% of the monthly fee of the entire concerned Circle shall be levied.
4.	**Reports submission to Bank**	All reports mentioned under **Annexure - C, item- 8.25** to be submitted to Bank	The vendor-wise availability/performance/system down reports to be downloaded from the new dashboard. To be randomly verified by SBI / SBI appointed agency on monthly basis for SLA monitoring. For every non- compliance a penalty of 1% of the monthly fee of the concerned Circle shall be levied.
5.	**Non-Submission of e-Surveillance System down report**	The captioned report should be submitted next day by 12 noon to Bank. Non submission will attract penalties as:	For everyday's report: Up to 24 Hours: 10% of the monthly rent sites 24-48 Hours: 30% of the monthly rent of the site 48-72 Hours: 50% of the monthly rent of the site. Beyond 72 Hours: 100% of the monthly rent of the site.
6.**	**Loss to SBI due to un-reported /**	For every loss incurred by SBI, for	Actual financial Loss as per incident.

	UNDETECTED incident	the incidences which are not reported/detected by the vendor.	Within the billing month, the capping for this penalty would be 100% of the monthly fee for the concerned Circle.
7.**	**a) Non-Supply of Video Footage** **b) Non-retention of footage as per the requested received from the Bank.**	For not providing CCTV footage for any incident/ATM transaction-based footage. For not providing clear images and video (face not recognizable)	Rs. 10,000 OR Actual loss to the bank, whichever is higher, for both the cases
8.	**Non-maintenance of TAT for providing CCTV footages**	For not providing images / footages within 3 days of receipt of such requests from the Bank.	Rs. 500/- per day for such delays beyond 3 days.
9.**	**Unable to manage the crowding/detection of person with mask or helmet**	For any detected incident where ATM is crowded beyond allowed no. of persons Person entering with masked face or helmet	Actual loss to the bank
10.	**Failure of any equipment/sensor should be replaced/repaired within 24 hours.**		Beyond 24 hours, penalty will be as under: i. 10% of monthly rentals for that site for each instance of failure for 24 Hrs. and up to 48 hours, ii. 50% of monthly rentals for that site for each instance of failure for 48 Hrs. and up to 72 hours, iii. 100% of monthly rentals for that site for each instance of failure beyond 72 hours,
11.	**Non-installation of dismantled site**	If bank shifts the ATM to new location or discontinues the site, the reinstallation	A penalty of Rs. 500/- per day from the 16th day of placement of order with full site details/ addresses by the LHO, till the date

		at new location within 15 days after receiving the new site details.	of operationalization will be levied for the reasons attributable to the vendor.
12.**	**Not keeping the sites clean**		Rs. 2,000 per instance. For more than 2 instances, maximum penalty per site per month is Rs. 5,000.
13.**	**Loss occurring out of equipment installed by vendor OR due to negligence on part of e-Surveillance vendor or any of its associates OR,** due to non-functioning of the system OR due to deficiency in services		Actual loss to the Bank
14.	**Unable to fulfill the transition obligations as mentioned in Clause 8 of SLA**		An amount equivalent to 10% of total contract value
15.**	**Change of e-Surveillance company by selected non-e Surveillance company**		Rs. 5.00 Lakh per change of vendor

Computation of all penalties at the Local Head Office (LHO) level. All penalties shall be recovered concurrently from the total bill payable to the Vendor for the particular month, subject to the maximum of 50% of the bill payable.

** However, the penalties/loss amount referred above at Sr. No. 6, 7, 9, 12, 13, 15; will be recovered fully to the extent of 100% from all the outstanding bills of the Service Provider at the LHO level and residual recovery amount, if any, will be recovered from the future bills and/ or by invoking the performance bank guarantee.

Note: If the successful bidder fails to complete the due performance as per contract, State Bank of India reserves the right to terminate the contract and recover Liquidated Damages maximum 10% of contract value. Both the above Penalty and Liquidated Damages are independent of each other and applicable separately and concurrently.

Annexure–J

DRAFT SERVICE LEVEL AGREEMENT

AGREEMENT FOR Comprehensive Centrally Monitored Electronic Surveillance System/ Solution including QRT (Quick Response Team), Housekeeping (Cleaning) Services, Energy/Power Management Solution and Cloud/Central Storage of related data of CCTV footages for ATM installations of State Bank of India on OPEX basis

BETWEEN

State Bank of India, Anytime Channels Department, Corporate Centre,

AND

Date of Commencement :

Date of Expiry :

Contents

ANNEXURES:

Various Annexures to SLA will be as per RFP documents

This agreement made at Delhi, India on this ___________ .

BETWEEN

State Bank of India, constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its office at Anytime Channels Department, Corporate Centre, Air India Building, Nariman Point, Mumbai-400021, Maharashtra hereinafter referred to as "the Bank" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) of one Part:

AND

________________________ company incorporated under the provisions of the Companies Act, 1956/2013, and hereinafter referred to as "Service Provider", which expression shall mean to include its successors in title and permitted assigns) of the Other Part:

WHEREAS

(i) The Bank is desirous of availing services for Comprehensive Centrally Monitored Electronic Surveillance System/ Solution, QRT (Quick Response Team), Housekeeping (Cleaning) Services, Energy/Power Management Solution, Cloud/Central storage of related data including CCTV footage; and

(ii) The Service Provider is in the business of providing Remote Centrally Monitored e-Surveillance services along with QRT (Quick Response Team), Housekeeping (Cleaning) Services, Energy/Power Management Solution, Cloud/Central Storage of related data including CCTV footage and has agreed to provide the services as may be required by the Bank mentioned in the Request of Proposal (RFP) No. dated 08/Jan/2021 along with its clarifications/corrigendum issued by the Bank, 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 to the following terms and conditions hereinafter contained: -

1. DEFINITIONS & INTERPRETATION

1.1 Definition

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

A. **"The Bank" means State Bank of India (Corporate Centre at Mumbai, various other offices (LHOs/Head Offices/Zonal Offices/Regional 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.**

B. "Confidential Information" shall have the meaning set forth in Clause 14.

C. "Deficiencies" shall mean non- satisfactory outcome of the Services which has resulted in deviation from the desired outcome and has thereby cause loss to a party of this Agreement.

D. "Documentation" will describe in detail and in a completely self-contained manner how the User may access and use the Comprehensive Centrally Monitored Electronic Surveillance System/ Solution such that any reader of the Documentation can access, use and maintain all of the functionalities of the Comprehensive Centrally Monitored Electronic Surveillance System/ Solution, without the need for any further instructions. 'Documentation' includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug

Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.

E. “Intellectual Property Rights” shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights &moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

F. “Project Cost” means the price payable to the Service Provider under the Agreement for the full and proper performance of its contractual obligations.

G. “Request for Proposal (RFP)” shall mean RFP NO. _____dated _____ along with its clarifications/ corrigenda issued by the Bank time to time.

H. “Root Cause Analysis Report” shall mean a report addressing a problem or non-conformance, in order to get to the ‘root cause’ of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.

I. ‘Services’ shall mean and include the Services offered by Service Provider including but not limited to Comprehensive Centrally Monitored e-Surveillance of ATM Installations on OPEX Basis under this Agreement more particularly described in Clause 2 of this Agreement. Services’ shall also include the Implementation Services, Training Services and Maintenance Services etc. and other incidental services and other obligation of the service provider shall be provided under this Agreement

J. 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 industrial practices.

1.2 Commencement, Term & Change in Terms

1.2.1 This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from ________ (Effective Date).

1.2.2 This Agreement shall be in force for a period of **FIVE (5) year(s),** unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement or RFP.

The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term at the sole discretion of the Bank.

2. SCOPE OF WORK

The scope and nature of the work and the standard services which the Service Provider has to provide to the Bank (Services) is described in **Annexure-E.**
Specifications, Performance Standards, and Functional Requirements have been descirebed in Annexure-C.

2.1 Place of Services:

ATM sites located across the length and breadth of India, under 17 Local Head Offices of SBI.

2.2 Maintenance/Upgrades:

2.2.1 Service Provider shall maintain and upgrade the Systems during the Contract Period so that the System shall, at all times during the contract Period, meet or exceed the specifications in the Project Documents and the performance requirements as set forth in this Agreement. Service Provider shall, at no cost to the Bank, promptly correct any and all errors, deficiencies and defects in the Systems.

2.2.2 Service Provider shall have the operational maintenance obligations (e.g., Central Monitoring Station, on-site installation and services, networking, telephone support, problem resolution, Reporting) as mentioned in Annexure E.

2.3 Correction of deficiencies in Deliverables

If Service provider is unable to correct all Deficiencies preventing acceptance of a deliverable or meet the performance requirements, for which Service provider is responsible within the timelines as mentioned in this Agreement, the Bank may at its discretion:

a) Impose penalty on Service Provider as mentioned under **Annexure I.**
b) Terminate this Agreement for cause in accordance with Clause 17 (except that the Bank is under no obligation to provide Service provider any further opportunity to cure) and recover its damages as set forth in this Agreement.
c) Allow Service Provider to continue its efforts to make corrections; or
d) Accept the Deliverable with its Deficiencies and reach agreement with Service Provider on an equitable reduction to Service Provider's

charges for developing such Deliverable to reflect the uncorrected Deficiencies;

2.4 Risk Management

Service Provider shall identify and document the risk in delivering the services. Service Provider shall identify the methodology to monitor and prevent the risk and shall also document the steps taken to manage the impact of the risks.

2.5 Service Request / Metric

Service Provider shall dispense the service request / metric in accordance with terms mentioned below under this agreement:

SERVICE METRIC

Service Measure or Service definitions

i) Uninterrupted Functioning of e-Surveillance System at all the ATMs.

ii) Deterrence of theft, vandalism and burglary at ATM Premises using Central Monitoring Station, Networking system, Cameras, Sensors, 2-way audio, Hooters and other required infrastructure as mentioned in Scope of Work in Annexure- E and as per Specifications, Performance Standards, and Functional Requirements descirebed in Annexure-C.

iii) Provide audio or video footage to Bank or other Statutory authorities when requested at the appropriate time.

iv) Daily, weekly and monthly reporting as agreed upon.

2.6 Service Management Tool

i) Central Monitoring Station of the Service Provider placed in India with all the required equipment and manpower

ii) Cameras, sensors, DVR, 2-way audio, hooters, networking facility etc. at ATM site

2.7 Service Complaints

The service complaint shall be addressed to ________________ (Email IDs) (Contact no.______________________) The complaint shall be acknowledged by the Service Provider in 2 working Hours

3. FEES /COMPENSATION

3.1 PAYMENT TERMS

i. The Service Provider shall be paid fees for each of the services, per month, calculated at the rate as mentioned in Annexure 'F' of this agreement. The Bank may discontinue / require the Service Provider to discontinue with any of the services as mentioned in Annexure F whether temporarily or for the remaining period of this agreement, and in such case the Service Provider shall not be entitled to the fees payable for such service as mentioned in Annexure F hereof for the period of discontinuance and that the fees/compensation payable to the Service Provider during the said period shall be reduced by the fees/compensation payable as per Annexure 'F' for the said service that is discontinued. Provided however, the Bank shall serve upon the Service Provider a notice of 60 (sixty) days before discontinuance of any of the services mentioned in Annexure F.

ii. No advance payment will be made. Payment shall be made, on monthly basis (on completion of the month) on the monthly invoice raised by the Service Provider, by respective Circle Office/Local Head Office under whose jurisdiction it falls after verification of uptime report submitted/obtained from the dashboard and deducting the penalties, if any. Payment shall become due from the date of operationalization of the system at the ATM location. Payment of monthly rent will be made after deducting TDS as per Income tax guidelines. Service Provider shall submit the monthly invoice within 7 days at the end of the month along with the uptime report.

Service Provider shall be paid fees and charges in the manner detailed in hereunder:

3.2 All duties and taxes (excluding GST), if any, which may be levied, shall be borne by the Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider.

3.3 Service Provider shall provide a clear description quantifying the service element and goods element in the invoices generated by them.

3.4 Payment advice shall be provided by the bank for each payment made detailing payment reference, invoice numbers, deductions and the nature of the same if any.

3.5 **Payments**

3.5.1 The Bank will pay properly submitted valid invoices within reasonable period but not exceeding **thirty (30) days** after its receipt thereof. All payments shall be made in Indian Rupees.

3.5.2 The Bank may withhold payment of any charges that it disputes in good faith, for deficiency in service or otherwise, and may set-off penalty amount and any other amount which Service provider owes the Bank against charges payable to Service provider under this Agreement.

3.5.3 In the event the Bank intends to withhold such payments of any withholding of payment of any charges by the Bank, the Bank shall notify the Service Provider, immediately, within 30 days of receipt of the invoice indicating the reason for such withholding and detailing the deficiency in services. Upon receipt of such intimation, the Service Provider shall either rectify such deficiency or provide adequate reasons for such deficiency or accept such deficiency. If the deficiency is rectified, or if the Bank is satisfied with the response of the Service Provider, then the Banks shall not withhold any payments.

3.5.4 In case of dismantling of e-Surveillance solution by the Bank on account of Renovation/Shifting/Replacement of ATM Machine or Site without prior information to e-Surveillance vendors, payment to service providers in such cases not to be stopped.

3.5.5 No payment to be released for unmatched/non-existent ATM IDs.

3.5.6 Payment shall not be withheld if Bank fails to provide the updated details of ATM IDs on account of Renovation/Shifting/Replacement of ATM Machine or Site.

3.6 Performance Guarantee and Penalties

3.6.1 The Service Provider has to furnish a performance guarantee for an amount as applicable as per terms of RFP and based on the overall sites allocated including additional sites, if any, during the term of the contract, from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank.

3.6.2 The performance guarantee is required to protect the interest of the Bank against delay in supply/installation and or the risk of unsuccessful implementation of the project, or performance of the material or services sold, which may warrant invoking of performance guarantee. In case any act of the Service Provider results in imposition of liquidated damages then also the Bank reserves the right to invoke the performance guarantee.

3.6.3 If at any time during performance of the contract, the Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the Service Provider shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable, after receipt of the Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

3.6.4 Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule specified in this Agreement.

3.6.5 The Service Provider shall be liable to pay penalty at the rate mentioned in **Annexure-I** in respect of any delay beyond the permitted period in providing the Services.

3.6.6 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the Service Provider (The onus to prove the same lies with Service Provider). On reaching the maximum of penalties specified the Bank reserves the right to terminate the contract.

3.6.7 Service Provider shall submit a Performance Bank Guarantee to the Bank for an amount equivalent to 10 % of yearly order value (Price per month X number of ATM Sites X 12) within 15 days of issuance of Letter of Intent (LOI) The bank guarantee will be valid for period of five years and six months and such other extended period as the Bank may decide for due performance of the project obligations.

3.6.8 Subject to Clause 16 of this Agreement, any unexcused delay by the Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.

4. LIABILITIES/OBLIGATION

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

(i) Provide access to the authorized personnel of Service Provider to the ATM site for Implementation and other services.

(ii) Provide Phone numbers, email IDs, addresses etc. of the SBI Officials / Police Station / Fire Station to whom escalations, information, invoices, reports/images etc. are required to be sent.

(iii) Respond to the information (regarding incidences) given by Service Provider and to take further course of action or remedial measures.

(iv) Perusal of daily, weekly, and monthly reports submitted by Service Provider.

(v) Conduct regular performance review meeting.

(vi) Processing and Authorizing invoices.

(vii) Payment of bills, within 30 days from the date of receipt, after due verification and satisfaction to the Bank.

(viii) The Bank may a) Shift ATM machine(s) to new location or b) Add new machine(s) at existing location or c) Replace old ATM machine(s) with new one or d) Renovate ATM Site, having e-Surveillance solution installed, during the contract period. A notice of at least 3 working days to be given to the service provider by the Circle, before dismantling/adding/replacing/renovation/shifting of any ATM machine/site, with full address of new site, if any.

(ix) In case a bank decides to close down any site having e-Surveillance, a notice of at least 3 working days to be given to the service provider by the Circle for dismantling and a fresh ATM site to be provided for new installations, with full address of new site, if any.

(x) In case, e-Surveillance system has been dismantled as part of Renovation/Shifting/Replacement exercise and prior information regarding the same and alternate sites for reinstallation of e-Surveillance solution is not provided by Circle Office/Local Head Office within 30 days of Dismantling/Renovating/Shifting of any ATM machine/site, full monthly rental shall start for the respective ATM site till the expiry of the contract. In all such cases, e-Surveillance service providers will not be responsible for any incident occurred at the dismantled site and will not be liable to pay any penalty or loss.

(xi) In case of change of ATM IDs, Bank shall arrange for reconciliation and provide updated ATM IDs to e-Surveillance vendors to enable the service provider to map it correctly in their database.

4.2 Service Provider Duties

(i) Service Delivery responsibilities

(a) To adhere to the service levels documented in this Agreement.

(b) Service provider, if permitted to sub-contract, shall *ensure that* Service provider personnel and its subcontractors will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.

(c) For any of the components/ services from different OEMs sourced by the bidders, bidders will be solely responsible to the bank for performance of those components/ services as per requirements mentioned in RFP

(d) Cost of obtaining all statutory permits required from various agencies / government shall be borne by Service Provider. No letter will be issued by the Bank for this purpose.

(e) To give suggestions to the Bank from time to time for bringing about improvement in the system.

(f) The Bank may a) Shift ATM machine(s) to new location or b) Add new machine(s) at existing location or c) Replace old ATM machine(s) with new one or d) Renovate ATM Site, having e-Surveillance solution installed, during the contract period. In all the mentioned cases, the bidder must Dismantle/Add/Replace/Shift/ Reinstall the same/new equipment/sensors at existing/new location, as the case may be. The Bank will reimburse the charges @ 50% of monthly rental of the ATM site, i.e., Rs. 2,900/- per month, as per price discovered in reverse auction, for all the activities, i.e., dismantling, shifting and reinstallation for the cases as mentioned at a) & d) in this para. The applicable monthly rental in such cases will be paid on pro-rata basis for the days for which the system was operational.

(g) If service providers are not receiving alerts from the site, they shall take appropriate action to resolve the issue. In case, if the system has been permanently/temporary dismantled from the site, service provider should immediately take the custody of their systems and equipment. Bank will not be responsible for any loss of equipment under e-Surveillance solution.

(h) The service provider to ensure the compliance of all the applicable laws / regulations / Acts, while providing the services of e-Surveillance to the Bank. For services like QRT or any other applicable service(s), the bidder to ensure that all regulatory requirements applicable under State and Central Law, including those mentioned under **PRIVATE SECURITY AGENCIES (REGULATION) ACT OF 2005 (PSARA),** Shops and Establishment License or any trade license as applicable or any other relevant applicable Act or Regulations, shall be complied with. The bidder(s) will be solely responsible for complying with all legal/ statutory/regulatory requirements for all the services being taken by the Bank. Bidder to provide the relevant certificate from the competent authority as a proof of compliance.

(ii) Security Responsibility

(a) To maintain the confidentiality of the Bank's resources and other intellectual property rights.

(b) Maintenance of safety and security of the entire infrastructure installed by Service Provider in the ATM site for e-Surveillance system will be the sole responsibility of Service Provider.

(c) It shall be ensured that any equipment installed shall not hamper the working of the ATMs. Any loss to the Bank because of any damage caused to the ATM and its accessories due to mishandling and carelessness by Service Provider's personnel shall be paid to the concerned Local Head Office within reasonable time.

(d) It shall be ensured that during installation of the equipment in the ATM Room, there shall not be any inconvenience to the public for transacting in the ATM.

(e) Service providers should inform and take permission from bank before deleting data (including ticket details, CCTV footage/ images) related to disputed cases.

5. REPRESENTATIONS &WARRANTIES

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

5.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so and that nothing contained herein or required in the performance here of conflict or will conflict with or give rise to a breach or default under, or permit any person or entity to terminate, any contract or instrument to which the party is bound.

5.1.2 The person(s) signing this Agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.

5.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its service providers, affiliates or subcontractors) which it provides to the other Party, for use related to the Services to be provided under this Agreement, and that any IPR provided by a Party does not infringe the IPR status of any third party.

5.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.

5.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

5.2 Additional Representation and Warranties by Service Provider

5.2.1 The Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

5.2.2 The Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.

5.2.3 The Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of the Service Provider.

5.2.4 The services and products provided by the Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.

5.2.5 The Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Service provider unless such person is found to be suitable in such verification and the Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.

5.2.6 Service Provider warrants that the software deployed/ upgraded as a part of this Agreement is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications done) and free from OWASP vulnerabilities of applications/software arising out of faulty design, workmanship, etc. during the service period.

5.2.7 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.

5.2.8 Service Provider shall assume responsibility under Labour Laws and also hold the Bank harmless from any loss, expense, damage or personal injury, death and any claim for payment of compensation of its employees, salary, retirement benefits, or any other fringe benefits asserted by an employee of Service Provider, arising out of Service Provider's performance of Services hereunder.

5.2.9 During the contract period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame and without any additional cost to the Bank.

5.2.10 Service Provider warrants that the technical quality and performance of the Services provided will be consistent with the mutually agreed standards. Warranty shall be for a period of 5 years from the date of acceptance

6. GENERAL INDEMNITY

6.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by Service Provider or breach of any obligations mentioned in clause 5 hereinabove, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider. Service Provider agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on the Service Provider.

6.2 Service provider further undertakes to promptly notify the Bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

6.3 The Service provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service Provider.

6.4 The Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to the Service Provider without undue delay. The Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

6.5 Nothing contained in this Agreement shall impair the Bank's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance of software.

7. CONTINGENCY PLANS

The Service Provider shall arrange and ensure proper Data Recovery Mechanism, Attrition Plan and other contingency plans to meet any unexpected obstruction to the service provider or any employees or sub-contractors of the service provider in rendering the Services or any part of the same under this Agreement to the Bank. The Service Provider at Banks discretion shall co-operate with the Bank in case on any contingency.

8. TRANSITION REQUIREMENT

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 service provider. 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 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. If existing service provider is found to be in breach of this obligation, they shall be liable for paying a penalty amount equivalent to 10% of the total contract value, on demand to the Bank, which may be settled from the payment of invoices or performance guarantee for the contracted period.

9. LIQUIDATED DAMAGES

If the Service Provider fails to deliver and perform any or all the Services 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.

10. RELATIONSHIP BETWEEN THE PARTIES

10.1 It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.

10.2 Neither the Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.

10.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Bank.

10.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.

10.5 All the obligations towards the employees of Service Provider including that on account of personal accidents/casualties occurred while working in the premises of the other /Bank shall be with the respective employer/ Service Provider and not on the /Bank in whose premises the accident/casualties occurred. In other words, Bank should not be made responsible for any incidental or accidental expenses or causalities arising out of QRT services, Housekeeping (cleaning) services, etc. and the responsibilities lies with Service Provider only.

11. SUB CONTRACTING

11.1 In case of bidder being a non e-Surveillance company, subcontracting for availing e-Surveillance services using the command center of e-Surveillance company is permitted under the scope of this RFP, provided such services are availed from not more than one **e-Surveillance company**. Tie up with multiple e-Surveillance companies for providing the services to the Bank under the Scope of Work of this RFP is not permissible. The bidder is required to inform the Bank about such arrangement at the time of submission of Technical Bids.

11.2 Change of e-Surveillance company by the bidder for providing the services under the Scope of Work to the Bank should be discouraged. However, in case, it is mandatory / necessary for the bidder to avail the services of new e-Surveillance company, fresh review of the solution and facility of new e-Surveillance company engaged by the selected bidder(s) will be conducted by the IS Department of the Bank or its representative(s) and cost for such review to be borne by the bidder.

11.3 For Services like QRT or any other applicable service(s), the bidder to ensure that all regulatory requirements applicable under State and Central Law, including those mentioned under **PRIVATE SECURITY AGENCIES (REGULATION) ACT OF 2005 (PSARA),** Shops and Establishment License or any trade license as applicable or any other relevant applicable Act or Regulations, shall be complied with. The bidder(s) will be solely responsible for complying with all legal/ statutory/regulatory requirements for all the services being taken by the Bank. Bidder to provide the relevant certificate from the competent authority as a proof of compliance.

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

11.5 The Bank may choose to take an undertaking from Vendor employees and or employees of the sub-contractors, to maintain the confidentiality of the Bank's information/documents etc. The selected bidders need to obtain the Police Verification of its Employees / Employees of the sub-contractors, if any. Bank may seek details / confirmation on background verification and Police Verification of such employees worked/working on Bank's project as may have been undertaken / executed by the Vendor. Vendor should be agreeable for any such undertaking/verification.

11.6 Bidders to ensure that sub-contracted company comply all the laws as applicable. The successful bidder(s) will be responsible for complying with all legal/statutory/ regulatory requirements.

11.7 Successful bidders shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with DPIIT.

11.8 In case sub-contracting is permitted by the Bank for other services defined under this RFP, the Successful bidder shall also furnish a certificate in the below format to the Bank

"I have read the clause 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; I certify that this bidder is not from such a country or if from such a country, has been registered with DPIIT and will not subcontract any work to a contractor from such countries unless such contractor is registered with DPIIT. I certify that the bidder fulfills all requirements in this regard and is eligible to be considered."

(wherever applicable certificate of registration with DPIIT shall be attached)

12. INTELLECTUAL PROPERTY RIGHTS

12.1 For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this Agreement, Service Provider shall have right to use as well as right to license such technology/ software / product. Any license or IPR violation on the part of Service provider shall not put the Bank at risk.

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

12.3 Service Provider shall, at their 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 trade mark, patent, copyright, industrial design or any other Intellectual Property Rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad. In case of violation / infringement of patent / trademark / copyright / trade secret or industrial design, (Service provider) shall, after due inspection and testing, get the solution redesigned for the Bank at no extra cost.

12.4 Service Provider shall expeditiously extinguish any such claims and shall have full rights to defend it there from.

12.5 The Bank will give notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim and will at no time admit to any liability for or express any intent to settle the claim.

12.6 Service Provider hereby grants the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India to access, replicate, modify and use service developed including its upgraded versions available during the term of this agreement by Service Provider as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.

12.7 Services provided as part of this Agreement can be put to use in all offices of State Bank of India

13. INSPECTION AND AUDIT

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

13.2 Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.

13.3 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 required for conducting the audit. The Bank reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to the Bank.

13.4 The Bank has the right after providing reasonable notice to inspect, and test the infrastructure, software and procedures being followed for this engagement by Service Provider at any time.

13.5 The Bank may audit Service Provider's records during normal business hours related to the Services covered under this Agreement

14. SECURITY AND CONFIDENTIALITY

14.1 "Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not. This clause shall survive even after the expiry / termination of this agreement.

14.2 All information relating to the accounts of the Bank's customers shall be confidential information, whether labeled as such or otherwise.

14.3 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service Provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a

Non-Disclosure Agreement similar to the provisions of the Non-Disclosure Agreement signed between the Bank and Service Provider.

14.4 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service Provider in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law, legal process or order of a government authority.

14.5 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.

14.6 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each party shall ensure that each personnel representing the respective party agree to be bound by the terms of this Agreement.

14.7 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:

(i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by Disclosure by a Party in breach of the terms hereof.

(ii) Where any Confidential Information was disclosed after receiving the written consent of the other Party.

(iii) Where if a Party is requested or required by law or by any Court or governmental agency or authority to disclose any of the confidential information, then that Party will provide the other party with prompt notice of such request or requirement prior to such disclosure.

(iv) Where any Confidential Information was received by the Party from a third party which does not have any obligations of confidentiality to the other Party.

(v) Where any Confidential Information is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely prior written notice of such requirement and provide all reasonable co-operation in regard to taking protective action against such disclosure requirement.

14.8 Service Provider shall abide with the Bank's IT and IS policy in key concern areas relevant to the project. Specific requirements will be shared as and when required.

14.9 Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis. Service Provider shall also implement any enhanced solutions mandated by security requirements for any / all types of Software / support.

14.10 The Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.

14.11 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.

14.12 Upon expiration or termination of the Agreement and on all amounts as due and payable to Service Provider under the Agreement having been received by Service Provider, all proprietary documents, software documentation, programs partially or wholly completed, or materials or any data provided by the bank and data gathered from sites which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by Service provider without the Bank's written consent.

14.13 The security aspect of the solution / software will be comprehensively reviewed periodically by the Bank, and Service Provider shall carryout modifications / updates based on the security review recommendations on case to case basis.

15. OWNERSHIP

15.1 Service provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.

15.2 The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this Agreement, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, the service provider shall hold All Intellectual Property rights in any pre-built software *per se*, except for those which have been assigned under this agreement.

15.3 All information processed by Service provider during software maintenance belongs to the Bank. Service provider shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Service provider will implement mutually agreed controls to protect the information. Service provider also agrees that it will protect the information appropriately. Failure to protect information may attract civil, criminal, or administrative penalties.

16. TERMINATION CLAUSE

16.1 The Bank, without prejudice to any other remedy for breach of contract, shall have the right to terminate the contract in whole or part by giving a written notice of at least TWO (2) MONTHS, if Service Provider, at any time, 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) under the Agreement provided a cure period of not less than TWO (2) MONTHS is given to Service Provider to rectify the defects.

16.2 The Bank, by written notice of not less than 60 (Sixty) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). The said notice of termination shall specify that the termination notice is on account of the Bank's own convenience. It is expressly made clear that the notice of termination for convenience after the expiry of half of the total Contract period from the date of this agreement neither prevents the Bank from its right to discontinue any of the services mentioned in Annexure 'F' to this agreement during the said period of three years or thereafter nor does it make the Bank liable for payment of fees/compensation for the services during the period for which such services stand discontinued.

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

16.4 In the event of termination of the Agreement, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination, subject to other terms of the contract.

16.5 The Bank may, at any time, terminate the Contract **without** notice to the Service provider, if the 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 the 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.

16.6 In the event of the termination of the Agreement Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.

16.7 In the event of termination of the Agreement for material breach by Service Provider, the Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.

16.8 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment ;confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the Applicable Law.

16.9 If the contract is terminated under any termination clause mentioned in this RFP / Agreement, the Service provider shall hand over all documents / source code / executables/ Bank's data / resources or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP / Agreement and shall also support the orderly transition to another Service provider or to the Bank.

16.10 The Service provider shall also support the Bank on technical queries / support on process implementation or in case of software provision for future upgrades. The Bank's right to terminate a contract will be in addition to the penalties mentioned.

16.11 If the contract is terminated by the Bank for the reason of inefficiency of the service provider, the Bank may, at its discretion, award the unfulfilled portion of the contract or a portion thereof, to the service provider who had emerged L2 in the reverse Auction for that cluster, on the same terms and conditions as was applicable to the terminated contract.

17. DISPUTE REDRESSAL MECHANISM & GOVERNING LAW

17.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.

17.2 If the parties are not able to solve them amicably, either party (the Bank or Service Provider) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.

17.3 In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws.

17.4 Service Provider shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

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

17.6 This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at Delhi, India only.

17.7 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

18. POWERS TO VARY OR OMIT WORK

18.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service provider to make any variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service provider to make such other modified variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service provider's obligations will be modified to such an extent as may be mutually agreed. If such variation is substantial and involves considerable extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

18.2 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to Service Provider, before Service provider proceeding with the change.

19. NO WAIVER OF BANK RIGHTS OR SERVICE PROVIDER'S LIABILITY

Neither any payment sign-off/payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time/possession taken by the Bank shall affect or prejudice the rights of the Bank against Service provider, or relieve Service Provider of their obligations for the due performance of the Agreement, or be interpreted as approval of the work done, or create liability on the Bank to pay for alterations/ amendments/ variations, or discharge the liability of Service Provider for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which they are bound to indemnify Bank nor shall any such certificate nor the acceptance by them of any such paid on account or otherwise, affect or prejudice the rights of the Service provider, against the Bank.

20. LIMITATION OF LIABILITY

20.1 For breach of any obligation mentioned in this agreement, subject to clause 20.3, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total Project Cost.

20.2 Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.

20.3 The limitations set forth in Clauses 20.1 shall not apply with respect to:

(i) claims that are the subject of indemnification pursuant to Clause 12,

(ii) damage(s) occasioned by the gross negligence or willful misconduct of Service Provider,

(iii) damage(s) occasioned by Service Provider for breach of Clause 14,

(iv) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

(v) when a dispute is settled by the Court of Law in India.

21. FORCE MAJEURE

21.1 Any failure or delay by either party in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or act of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing Party shall not be deemed as default.

21.2 If Force Majeure situation arises, the non-performing party shall promptly notify to the other party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing party shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

21.3 If the Force Majeure situation continues beyond 30 days, the either parties shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

22. NOTICES

22.1 Any notice or other communication under this Agreement given by either party to the other party shall be deemed properly given if in writing and;

i. When hand delivered during normal business hours of the recipient, acknowledgment taken.

ii. If transmitted by facsimile during normal business hours of the recipient; proof of delivery taken. A copy sent by registered mail/ first class courier, return receipt requested shall follow all fax notices, to any Fax number of **NIL** Service provider's office at Mumbai, or any other place advised by Service provider to the Bank from time to time.

iii. If mailed by registered mail/ first class courier, return receipt requested, within five working days of posting, properly addressed and stamped with the required postage, to the intended recipient at its address specified below its signature at the end of this Agreement.

22.2 The Addresses for Communications to the parties are as under.

(a) In the case of the Bank

____

(b) In case of Service Provider

____

22.3 In case there is any change in the address of one party, it shall be communicated in writing to the other party with in SEVEN (7) (days).

23. GENERAL TERMS & CONDITIONS

23.1 **TRAINING**: Service Provider shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for software, application architecture and components, installation, troubleshooting processes of the proposed e-Surveillance solution along with other services as mentioned in this Agreement.

23.2 **PUBLICITY**: Service Provider may make a reference of the services rendered to the Bank covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.

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

23.4 **NON-HIRE AND NON-SOLICITATION**: During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or sub-contractor/s of the other party, or aid any third person to do so, without the specific written consent of the other party. However, nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.

23.5 **SEVERABILITY**: The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.

23.6 **MODIFICATION**: This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement.

23.7 **ENTIRE AGREEMENT**: This Agreement, including all Work orders, Exhibits, Annexures, RFP and other documents or communications incorporated herein, represents the entire agreement for the Services of Comprehensive Centrally Monitored Electronic Surveillance System/ Solution, between the parties and supplements all prior negotiations, understandings and agreements, written or oral, relating to the subject matter herein.

23.8 **PRIVITY**: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

23.9 **EFFECTIVE DATE**: This Agreement shall be effective from the date mentioned at the beginning of this Agreement.

23.10 **DUE AUTHORIZATION**: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

23.11 **COUNTERPART**: This Agreement is executed in duplicate and each copy is treated as original for all legal purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

State Bank of India	**Service Provider**
By:	**By:**
Name:	**Name:**
Designation:	**Designation:**
Date:	**Date:**

WITNESS:

1.	1.
1. 2.	2.

Annexure–K

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at ___________ between:

State Bank of India constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its _________________ Department (hereinafter referred to as "Bank" which expression includes its successors and assigns) of the ONE PART;

And

____________________________________ a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 *<strike off whichever is not applicable>*, having its registered office at _________________ (hereinafter referred to as "_________" which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. ____ is carrying on business of providing _________________________________, has agreed to __________________________ for the Bank and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other (the Party receiving the information being referred to as the "Receiving Party" and the Party disclosing the information being referred to as the "Disclosing Party. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. **Confidential Information and Confidential Materials:**

(a) “Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. “Confidential Information” includes, without limitation, information relating to developed, installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party free from any confidentiality obligations prior to Disclosing Party’s disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or (iv) is independently developed by Receiving Party.

(c) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. **Restrictions**

(a) Each party shall treat as confidential the Contract and any and all information (“confidential information”) obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party’s “Covered Person” which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party’s written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If Service Provider appoints any Sub-Contractor (if allowed) then Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

i. the statutory auditors of the either party and

ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof

(c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

3. **Rights and Remedies**

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

(b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

i. Suspension of access privileges

ii. Change of personnel assigned to the job

iii. Termination of contract

(d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

(a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.

(b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or 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 Delhi, India 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 Delhi, India.

(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. **<u>Suggestions and Feedback</u>**

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 parties 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		

Annexure–L

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

Annexure–M

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	
Value of Work Order (In Lakh) (only single work order)	

Name & Signature of authorized signatory

Seal of Company

Annexure–N

PRE-CONTRACT INTEGRITY PACT
(TO BE STAMPED AS AN AGREEMENT)

General

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of 2020 , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its ________ _____________________ Department / Office at Global IT Center at CBD Belapur, 400614, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

M/s_____________________ represented by Shri_________________, Chief Executive Officer/ Authorized signatory (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Office / Department of State Bank of India performing its functions on behalf of State Bank of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

- Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any 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 particular 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, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any

person, 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, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.

2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERs shall disclose their foreign principals or associates, if any.

2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.

2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.

2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass. on 'to° others, any -information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. **Previous Transgression**

3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. **Earnest Money (Security Deposit)**

4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from any Bank including SBI . However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Scheduled Commercial Bank other than SBI and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.

4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same-without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. **Sanctions for Violations**

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. **Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. **Independent Monitors**

7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

Shri K Chandrahas (Retd. IAS), G-1, Reliance Homes, 8-2-547/R, Road No. 7, Banjara Hills, Hyderabad-500 034 Email: kchandrahas@yahoo.com	Dr. Parvez Hayat (Retd. IPS), B-4/69-A, Safdurjung Enclave, New Delhi-110 029 Email: phayatips@gmail.com

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. **Validity**

11.1 The validity of this Integrity Pact shall be from date of its signing and extend 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	Authorized Signatory
Office / Department / Branch	Designation
State Bank of India.	
Witness	Witness
1	1.
2	2.

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

Annexure-O

FORMAT FOR EMD BANK GUARANTEE

To:

EMD BANK GUARANTEE FOR
REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF COMPREHENSIVE CENTRALLY MONITORED ELECTORNIC SURVEILLANCE SOLUTION FOR CAPEX ATMS ON OPEX MODEL BASIS-PHASE IV
RFP NO. SBI/ACV/2020-21/007 DATED 08/Jan/2021

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request to provide ________________(name of Service) as are set out in the Request for Proposal SBI:xx:xx dated dd/mm/yyyy.

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, without protest or demur or without reference to Bidder and not-withstanding any contestation or existence of any dispute whatsoever between Bidder and SBI, pay SBI forthwith 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 by 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 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 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 earlier.

f) Unless a claim or suit or action is filed against us on or before____(date to be filled by BG issuing bank), 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.

g) This guarantee shall be governed by Indian Laws and the Courts in Delhi, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

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 of the bank

(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)

ANNEXURE - P

LETTER OF UNDERTAKING FOR PROVIDING ALL SERVICES AS MENTIONED AT ANNEXURE E - SCOPE OF WORK

To, Designation
Address of Bid Issuing Authority.

Sir,
Our Bid for ______________________________

We understand that under Scope of Work at Annexure E, Bank has stipulated all the mandatory services under e-Surveillance system implementation.

2. We confirm having read and understood each and every service as mentioned under Scope of Work and we undertake to provide each and every service as mentioned under Scope of Work.

3. We understand that if we are selected by the Bank for implementing the services and if at any stage Bank finds any particular service is not being provided by our Company, Bank may debar/expel our company and reassign the orders to other vendors and Bank has right to invoke our Performance Bank Guarantee

Yours faithfully,
For:
Signature:
Name:

ANNEXURE - Q

LETTER OF UNDERTAKING FOR PROVIDING ALL REQUIRED RESOURCES AND SUPPORT FOR DEVELOPING THE REAL TIME DASHBOARD

To, Designation
Address of Bid Issuing Authority.

Sir,
Our Bid for ______________________________

We understand that under Scope of Work at Annexure E, Bank has required to provide a real-time dashboard for monitoring the ATM sites live and to know the health status of all the equipment and all the sensors installed at the Site and the machines.

2. We confirm that if we are selected as a service provide to provide the services of e-Surveillance to the Bank for ATMs, we shall provide our full support and resources in developing the centralized dashboard at the Bank level.
3. We also confirm that we shall provide all the data related to e-Surveillance, such as live streaming, health status, etc. as mentioned under Scope of Work and we undertake to provide each and every possible detail under dashboard.

4. We understand that if we are selected by the Bank for implementing the services and if we fail to provide the real-time dashboard as per Scope of Work, Bank may debar/expel our company and reassign the orders to other vendors and Bank has right to invoke to our Performance Bank Guarantee

Yours faithfully,
For:
Signature:

Annexure-R

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

To:

Date:

Dear Sir,

Ref: RFP No. xxxx dated xxxx
Bidder Name:

We, are a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 <strike off whichever is not applicable>, having its registered office at hereinafter referred to as "Bidder/Seller" which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns.

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

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

Signature and Seal of the Bidder

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

ANNEXURE – S

Installation Report

Site Details:

Name of the e-Surveillance Company and Contact Details		
Owner Branch Code and Address (Nearest branch to ATM site)		
Site ID /ATM ID1, 2, 3		
Site Address		
District		
City/Town/Centre		
State		
Pin code		
Circle as per SBI		
Latitude (up to 6 decimal)		
Longitude (up to 6 decimal)		
Date of Installation of e-Surveillance at New Site		
Installation Remarks		
Installation phase of e-Surveillance	Phase IV	
Security Guard	Yes/No, If yes how many shifts	
Backroom Available	Yes/No	
Are all electrical wires, UPS, switches, network cables, modem in back room?	Yes/No	
Are ATM Machines Embedded into the wall/False Wall	Yes/No	
Installation Room (Tick the applicable)	**Branch Lobby**	**Cabin**
	Window	**E-corner**
	Intouch	

Installation Report.

Sl. No	BOQ	Install	Status
1	On-Line Alarm Panel with TCP/IP		
2	Battery- 10 Hours battery backup for Alarm panel		
3	Removal Sensor - ATM Machine1, 2, 3, as the case may be		
4	Chest Door Contact Sensor – ATM Machine 1, 2, 3, as the case may be		
5	Thermal Sensor - ATM Machine 1, 2, 3, as the case may be		
6	Vibration Sensor – ATM Machine 1, 2, 3, as the case may be		
7	Back Room Door Contact sensor		
8	Removal Sensor - Camera 1, 2, 3, 4 MIC & Speaker		
9	Alarm panel tamper Alarm Panel Enclosure Tamper		
10	Panic / Duress Button		
11	Fire / Smoke		
12	Glass Break Detector		
	Hood Door Sensor		
	GSM based 2-Way audio system		
13	Siren 110dbs		
14	DVR with 4/6 TB SATA Hard Disk		
15	IP HD Camera – Main lobby and Back Room Hidden Camera Bullet Camera Outside		
16	Number of additional camera(s), other than 4 mandatory cameras, if installed at ATM site.		
17	Speaker		
18	Microphone		
19	Multiple Sim based Router		
20	External Antenna for enhancing network signal.		

This is certified that, the Centrally Monitored E-Surveillance system has been installed by M/s.., at our above-mentioned ATM Location. As per our observation, the system is functioning properly and we are satisfied with the live demo given at our site.

Date:	**Signature of**	**Signature of Br Mgr/**
Place:	**Vendor**	**Channel Manager**

ANNEXURE-T

ESCALATION MATRIX:

DETAILS OF SPOC TO BE ADVISED TO THE BANK

Service level Category	**Response/Resolution Time**	**Escalation thresholds**			
		Escalation Level 1		**Escalation Level 2**	
		Escalation to	**Escalation Mode**	**Escalation to**	**Escalation Mode**
Project Roll out/Installation Support		*<Name, designation contact no.>*			
Realtime online Dashboard Support (Development and Maintenance)		*<Name, designation contact no.>*			
Support Desk for various types of reports		*<Name, designation contact no.>*			
Service Desk Support for lodging complaints		*<Name, designation contact no.>*			

ANNEXURE-U

SERVICE LEVEL REPORTING / FREQUENCY

Report Name	Interval	Recipient
1. All Ticket Report with all details that include Date and Time of Alert	Daily	CC, LHO, Channel Manger Facilitator / Supervisor
2. Deterrence Ticket Report (where deterrence was performed)	Daily	CC, LHO, Channel Manager Facilitator / Supervisor
3. e- Surveillance System down report with all details	Daily	LHO, Channel Manager Facilitator / Supervisor
4. MAINS Power Report	Daily	LHO, Channel Manager Facilitator / Supervisor
5. Video Housekeeping Reports	Daily	Channel Manager Facilitator / Supervisor, MS Vendor
6. Consolidated Monthly Performance Report	Monthly	CC, LHO, Channel Manager Facilitator / Supervisor
7. Penalty Calculation Report	Monthly	CC, LHO, Channel Manager Facilitator / Supervisor
8. Daily Installation Progress Report	Daily	CC, LHO, Channel Manager Facilitator / Supervisor
9. Monthly Availability Report	Monthly	CC, LHO, Channel Manager Facilitator / Supervisor
10. Daily Air conditioner/Lightings/Signage Boards On/Off Report	Daily	LHO, Channel Manager Facilitator / Supervisor

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

1) Date-wise All Ticket Report with all details that include Date and Time of Alert. All the alerts shall be reported under this report. (To Corporate Centre and LHO)

Date: Circle:

Date	ATM ID	Circle	Region	State	Location	Event Occurrence	Event closure time	Nature of Alarm (Chest Door/Back Door/PIR/ Panic Button/Vibration/ Thermal/removal sensor/ Fire/Smoke/ Crowding/ Lingering/	Total time taken to close	Whether 2-way audio used (Yes/ No)	Operator Comments (Whether crime prevented, Reported to Police/ Fire Station etc.,

						Time		Loitering/Face covered/ Helmet), etc.			Telephone escalations.)

2) Daily Deterrence Ticket Report

CIRCLE:

Date	ATM ID	Circle	Region	State	Location	Event Occurrence Time	Event closure time	Nature of Incidence	How the incidence is deterred	Details of Damage to property / injury to person, if any	Steps taken for deterrence (Reported to whom etc.)

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

CIRCLE:

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

4) Daily MAINS/UPS Power Report

CIRCLE:

Date	ATM ID	Circle	Region	State	Location	Mains / UPS Power down from (time)	Mains /UPS Power down up to (time)	Power Status (of Mains or UPS)	Operator Comments

5) Daily Video Housekeeping Reports

CIRCLE: M S VENDOR:

Date	ATM ID	Circle	Region	State	Location	Time of video housekeeping	Status of the Site (Clean / Unclean)	Video housekeeping status (1^{st} or 2^{nd})	Operator Comments (Informed MSP, Cleaning Agency, Channel Manager etc.)

6) Consolidated Monthly performance Report

CIRCLE: MONTH:

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

7) Penalty Calculation Sheet (For instances not excluded)

CIRCLE: MONTH:

Sl.	ATM ID	Region	State	Location	Type of Penalty	Basis for levy of penalty	Calculation of penalty	Total Penalty to be deducted

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

CIRCLE:

<table>
<tr><th colspan="17">Daily Progress Report of deployment as on <Date></th></tr>
<tr><th rowspan="2">Circle</th><th rowspan="2">Total Sites (A)</th><th colspan="2">Site List Received</th><th>Feasible (B)</th><th colspan="2">e-Surv Live (C) (As on date)</th><th colspan="2">e-Surv Live (Previous Day)</th><th colspan="2">Solution Installed but not live (D)</th><th colspan="2">Material Delivered but not installed (E)</th><th colspan="2">Total (F) =(C+D+E)</th><th>% of Live Sites (G)=C/A*100</th><th rowspan="2">Remarks if any</th></tr>
<tr><th>Sites</th><th>ATMs</th><th>Sites</th><th>Sites</th><th>ATMs</th><th>Sites</th><th>ATMs</th><th>Sites</th><th>ATMs</th><th>Sites</th><th>ATMs</th><th>Sites</th><th>ATMs</th><th>Sites</th></tr>
</table>

9) Monthly Availability Report

Vendor: Month:

Sl	Circle	ATM ID	Location	Region	Rural/ SU/U/Metro	Monthly Availability

10) Daily Air conditioner/Lightings/Signage Board Report

CIRCLE:

Date	ATM ID	Circle	Region	State	Location	AC/Lightings/ Signage Board switch off Time	AC/Lightings/ Signage Board switch on Time	Type of equipment (AC/Lightings/Signage Board)	Operator Comments

NOTE: The reporting formats are illustrative, and Bank may desire reporting as per their time-to-time requirement.

SERVICE REVIEW MEETING

Service Review Meeting will be held at Corporate Centre, AC teams held at circle locations.

ANNEXURE-V

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:

S. No.	Required Controls	Mandatory	Compliance (Yes/No)
1	Whether Bidder has information security policy in place with periodic review	Yes	
2	Whether Bidder has operational processes with periodic review in following areas: a) Business continuity management b) Backup Management c) Desktop/ system/ server/ network device hardening with baseline controls d) Patch management e) Port management f) Media movement g) Log management h) Personnel security i) Physical security j) Internal security assessment processes	Yes	
3	Whether Bidder has instituted proper documented change management process	Yes	
4	Whether Bidder has proper documented policy and process of incident management/ response	Yes	
5	Whether Bidder's IT environment is suitably protected from external threats by way of firewall, WAF, IDS/IPS, AD, AV, NAC, DLP etc.	Yes	
6	Whether Bidder has approved process for implementing rules on firewalls in its environment and the same are followed.	Yes	
7	Whether Bidder monitors firewall rule position regularly for presence of any vulnerable open port or any-any rule.	Yes	
8	Whether Bidder has captive SOC or managed service SOC for monitoring their system and operations.	Yes	
9	Whether Bidder's environment is segregated into militarized zone (MZ) and demilitarized zone (DMZ)	Yes	

	separated by firewall, where any access from an external entity is permitted through DMZ only.		
10	Whether Bidder has deployed secure production, disaster recovery and testing environment for their application.	Yes	
11	Bidder to confirm that no internet access is permitted on internal servers, database servers etc.	Yes	
12	Whether the Bidder has a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations.	Yes	
13	Bidder will engage CERT-IN Empaneled ISSPs for ensuring security posture of their application.	Yes	
14	Whether quarterly vulnerability assessment and penetration testing is being done by the Bidder for its IT infrastructure.	Yes	
15	Whether suitable security certification (ISO, PCI-DSS etc.) of the security posture at Bidders IT environment are in place.	Yes	
16	While sharing the data, whether Bidder is agreeable to encrypt the same as per industry best standards with robust key management.	Yes	
17	Whether Bidder is agreeable to completely erase the data after processing at their end, if so permitted to be stored.	Yes	
18	Whether Bidder is agreeable to store the data with encryption (Data at rest encryption), if storing is permitted in RFP.	Yes	
19	Whether Bidder is agreeable to get the data storage technology (Servers /Public Cloud/ Tapes etc.) appropriately reviewed by the Bank.	Yes	
20	Bidder to confirm that it will not share the Bank's data to any other party for any purpose without prior permission of the Bank.	Yes	
21	Whether Bidder is willing to put in place a system of obtaining approval from the Bank before carrying out any changes in their environment.	Yes	
22	Bidder to confirm that it will not take any crucial decisions on behalf of the Bank without written approval from the Bank.	Yes	
23	Whether Bidder is willing to implement an efficient and sufficient preventive controls to protect the Bank's interests against any damage under section 43 of IT Act.	Yes	

24	Whether Bidder is agreeable to provide the process by which segregation of user accounts, database, backup, application admin and support account activities is achieved.	Yes	
25	Whether the Bidder is agreeable to store the archived data in a manner that it will not be available over internet in any case and will have restricted access.	Yes	
26	If required by the Bank, whether the Bidder is willing to use Competent Authority (CA) approved digital signing for non-repudiation purpose.	Yes	
27	Whether Bidder is willing to purge the post archival data regularly and report the same to the Bank.	Yes	
28	Whether controls have been put in place for PKE keys, if stored locally for providing access to privileged user access only.	Yes	
29	Whether bidder is having system in place for proper log generation, storage, management and analysis?	Yes	
30	Whether bidder is maintaining all Web, Application, DB, Configuration and User access logs for forensic readiness?	Yes	
31	Whether bidder is maintaining logs for privileged access to their critical systems?	Yes	

ANNEXURE-W

Letter of Undertaking by bidders for withdrawal of Services during the contract term

To, Designation
Address of Bid Issuing Authority.

Date:

Dear Sir,

Ref: RFP No. SBI/ACV/2020-21/007 dated: 08/Jan/2021.
Procurement of Comprehensive Centrally Monitored Electronic Surveillance Solution for Capex ATM sites on Opex Model basis - Phase IV

We refer to the captioned RFP issued by State Bank of India (SBI) in which we, ___________ have participated as a bidder.

2. In terms of the Provisions of the captioned RFP, any of the services mentioned under the Scope of Work (Annexure E of RFP) can be withdrawn, fully or partially, by SBI by giving a notice of 60 days at any time during the contract period. We understand that the restriction to terminate the contract whithin the half of the contract period shall not in any way restrict the right of SBI to withdraw any service at any time during the contract period with the mandated 60 days‘ notice.

3. We understand that the right to withdraw any service during the tenure of the Contract is without prejudice to any other provision of the RFP and we undertake not to dispute any such withdrawal of service or claim any commercials for the service(s) withdrawn.

Dated this ________ day of __________ 2020.

(Signature)
(In the capacity of)
Duly authorized signatory on behalf of

____

Seal of the Company