REQUEST FOR PROPOSAL FOR PROCUREMENT AND MAINTENANCE OF 1.03 Lakh PoS TERMINALS

Ref: SBI PAYMENTS/VM/2024-25/08   Dated. 10.10.2024

SBI PAYMENT SERVICES PRIVATE LTD
23Rd Floor, Urmi Estate, 95 Ganpatrao Marg
Lower Parel, Mumbai - 400013

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1. **INVITATION TO BID:**

   i. **"SBI Payment Services Private Limited"**(hereinafter referred to as **"SBI Payments"**)is a subsidiary of State Bank of India established with the objective of carrying out Merchant Acquiring Business activities. This Request for Proposal has been issued by SBI Payments for **"Procurement of Various types of PoS terminals.**

   ii. In order to meet the requirement for PoS terminals, the SBI Payments/ proposes to invite tenders from eligible vendors to undertake supply, and maintenance of PoS terminals as per details/**scope of work** mentioned in **Annexure-E** of this RFP document.

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

   iv. Address for submission of Bids, contact details including email address for sending communications are in Part II of this RFP document.

   v. The purpose of SBI Payments behind this RFP is to seek a detailed technical and commercial proposal for procurement of the IT hardware/product and services desired in this document. The proposed product must integrate with SBI Payments/Bank's and its JV partner and Technical Service Provider (viz: M/s Hitachi Payment Services Private Limited or any other partner as decided by SBI Payments), existing infrastructure seamlessly.

   vi. This 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 document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for supply of proposed product and services for SBI Payments 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 SBI Payments'

discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI Payments the proposed hardware and services adhering to SBI Payments' requirements outlined in this RFP.

2. **Disclaimer:**

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

   ii. This RFP is not an offer by SBI Payments, 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 SBI Payments 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 advice/clarifications. SBI Payments may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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

   v. SBI Payments 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 issue of this RFP does not imply that the SBI Payments is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as

the case may be, for the Project and the SBI Payments reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

3. **Definitions:**

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

i. **"SBI Payments"** means **SBI Payment Services Private Limited** incorporated under the Companies Act, 2013 and having its registered office at 23rd Floor, Urmi Estate, 95, Ganpatrao Kadam Marg, Opp Peninsula Business Park, Lower Parel, West, Mumbai – 400 013.

ii. **"Bidder/Service Provider/System Integrator"** means an eligible entity/firm submitting the Bid in response to this RFP.

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

iv. **"The Contract"** means the agreement entered into between the SBI Payments and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

v. **"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/TC1 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by SBI Payments **"The Contract Price/Project Cost"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.

vi. **"The Equipment/Product"** means all the hardware, it's all components, associated software/firmware/operating software which the Vendor is required to supply to the SBI Payments under the Contract.

vii. **The "Services"** means those services ancillary to the supply of the equipment/product, such as transportation, transit insurance, customization, integration, provision of technical assistance, training,

maintenance and other such obligations of the Vendor covered under the Contract.

viii. **"The Project"** means supply, testing and commissioning, integration of computer hardware and services with support under Warranty and annual maintenance contract, if required for the contract period.

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

4. **Scope of Work:**

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

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

   i. Bid is open to all Bidders who meet the eligibility criteria and Technical & functional specifications as given in **Annexure-B & Annexure-B1** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document. Bidders can participate for one or more than one products, selection shall be carried out based on the eligibility listed out for the specific products.

   ii. Bidders have to submit Bill of Material (BOM) and Compliances as given in **Annexure-C** of this document.

   iii. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bids prescribed by the Govt. of India **(Annexure- P)** duly signed by the Bidder on each page and witnessed by two persons. The agreement shall be stamped as applicable in the State where it is executed. Bid submitted without PRE-CONTRACT INTEGRITY PACT, as per the format provided in RFP, shall not be considered.

6. **Cost of Bid document:**
   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 SBI Payments or any other costs incurred in connection with or relating to their Bid. SBI Payments shall not be liable in any manner whatsoever for the same or for any other costs or other expenses

incurred by a Bidder regardless of the conduct or outcome of the bidding process.

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

i. Bidder requiring any clarification of the bidding document may notify the SBI Payments in writing **strictly as per the format given in Annexure-O** at the address/by e-mail given in part II of this document within the date/time mentioned in the schedule of events.

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

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

iv. SBI Payments reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids.   SBI Payments, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding document, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the SBI Payments' 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 SBI Payments, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the SBI Payments will be binding on the participating Bidders. SBI Payments will not take any responsibility for any such omissions by the Bidder. SBI Payments, 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 addressed in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto thereof.

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

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

8. Contents of bidding document:

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

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

iii. 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.

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

v. The Information provided by the Bidders in response to this RFP will become the property of SBI Payments and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

9. Earnest Money Deposit (EMD):

i. The Bidder shall furnish EMD for the amount and validity period mentioned in Part II of this document.

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

iii. The EMD may be in the form of a Demand Draft or Pay Order or Bank Guarantee [on the lines of **Annexure-I**]**,** issued by a Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of SBI Payment Services Pvt Ltd payable at Mumbai. In case,

SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI would be acceptable.

iv. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.

v. The EMD of the unsuccessful Bidders shall be returned within 1 month from the date of Bid finalisation.

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

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

c) if the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time period in the RFP/Purchase Order.

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

10. Bid Preparation and submission:

i. The Bid is to be submitted in two separate envelopes. One of the envelopes is to be prominently marked as '**Technical Proposal for supply of PoS Terminals in response to the RFP No. SBI Payments/VM/2024-25/08 dated 10.10.2024.** This envelope should contain following documents and **properly sealed**:

(a) Bid covering letter/Bid form on the lines of **Annexure-A** on Bidder's letter head.

(b) Earnest Money Deposit (EMD) as specified in this document.

(c) A letter on Bidder's letterhead: -

(i) Mentioning details of EMD submitted, technical competence and experience of the Bidder

(ii) Certifying that the period of the validity of the Bid is as per terms of this RFP.

(iii) Confirming that the Bidder has quoted for all the items/services mentioned in this RFP in their commercial Bid.

(iv) Confirming that they agree with all the terms and conditions mentioned in the RFP.

(v) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-B and technical eligibility criteria on the lines of Annexure-B1.**

(d) Bidder's details as per **Annexure-D** on Bidder's letter head.

(e) Licensing details of operating software/firmware.

(f) Undertaking of Authenticity - **Annexure-G**

(g) Format for Manufacturer's Authorization Form– **Annexure- H**

(h) Any deviations sought from technical criteria/specifications given in RFP.

(i) Audited balance sheets and profit and loss account statement for last three years.

(j) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.

(k) Detailed explanation of functioning of Hardware/firmware.

ii. A second sealed envelope prominently marked as **Indicative Price Proposal for supply of PoS Terminals in response to the RFP No. SBI Payments/VM/2024-25/08, dated 10.10.2024. This envelope 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.

iii. Bidders may please note:

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

b.   A soft copy with signature/digital signature on a CD/Pendrive should also be kept in a separate envelope within the envelope of technical Bid. Voluminous documents should be submitted on CDs/Pendrives apart from physical delivery.

c.   While submitting the Technical Bid, literature on the hardware and its associated operating software should be segregated and kept together in one section / lot in a separate envelope.

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

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

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

g.   Prices quoted by the Bidder shall remain fixed for the period specified in part II of this document and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. **<u>A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.</u>**

h. If deemed necessary, SBI Payments 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.

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

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

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

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

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

n. The Bid document shall be spirally bound.

o. SBI Payments reserves the right to reject Bids not conforming to above.

p. The two NON-WINDOW envelopes shall be put together and sealed in an outer NON-WINDOW envelope.

q. All the envelopes shall be addressed to SBI Payments and delivered at the address given in Part-II of this RFP and should have name and address of the Bidder on the cover.

r. If the envelope is not sealed and marked, SBI Payments will assume no responsibility for the Bid's misplacement or its premature opening.

11. Deadline for Submission of Bids:

a. Bids must be received by the SBI Payments at the address specified and by the date and time mentioned in the "Schedule of Events".

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

c. In case the SBI Payments 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 SBI Payments and Bidders will remain the same.

d. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

Confidential & Proprietary

12. Modification and Withdrawal of Bids:

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

b.   A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.

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

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

e.   Withdrawn Bids, if any, will be returned unopened to the Bidders.

13. Period of Validity of Bids:

a. Bids shall remain valid for 180 days from the date of reverse auction. A Bid valid for a shorter period is liable to be rejected by the SBI Payments as non-responsive.

b. In exceptional circumstances, SBI Payments 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, SBI Payments will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.

c. SBI Payments 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 SBI Payments may take. All the submissions, including any accompanying documents, will become property of SBI Payments. The Bidders shall be deemed to license, and grant all rights to SBI Payments, to reproduce the whole or any portion of their product for the purpose of evaluation, to

disclose the contents of submission to other Bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

15. **Bidding process/Opening of Technical Bids:**

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 available in part II of this document. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. 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. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP, will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for commercial Bid opening and further RFP evaluation process.

iii. SBI Payments will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. SBI Payments 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, SBI Payments will determine the responsiveness of each Bid to the bidding document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding document in to, without any deviation.

v. SBI Payments' 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 hardware, operating software/firmware proposed to be offered by them.

vii. If a Bid is not responsive, it will be rejected by the SBI Payments and will not subsequently be made responsive by the Bidder by

correction of the non-conformity.

16. Technical Evaluation:

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

ii. SBI Payments reserves the right to evaluate the Bids on technical & functional parameters including factory/work place visit and witness demos of the system and verify functionalities, response times, etc.

iii. SBI Payments will evaluate the technical and functional specifications of all the equipment's quoted by the Bidder.

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

    v. The evaluation will also take into account:
  a. 'The product' to be supplied/services offered by the Bidder to any noticeable Bank/Fintech in India. The Bidder should furnish the details.

  b. Does the proposed product handle the projected volumes and offer a proven solution to meet the requirements.

  c. Is the product offered by the Bidder a complete system or does it have integrations with third party solutions.

  d. Upgrade(s) assurance by the Bidder as per requirements of SBI Payments for the duration of the project.

  e. Capability of the proposed product to meet future requirements outlined in the RFP.

  f. Support on open platforms and product based on latest technology (both hardware, operating software/firmware).

g. Bidder support facilities: Support requirement like online support/ email support/ offline support, time period

h. Bidder will support the SBI Payments as required in peak days of business (month-end, start of the month and festival seasons) and during switching over process from PR to DR and vice versa.

17. Evaluation of Price Bids and Finalization:

i. The envelope containing the Commercial Bids 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 SBI Payments' authorized service provider on behalf of the SBI Payments, details of which are given in Part II of this RFP document.

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 SBI Payments'' authorized service provider for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the SBI Payments / Authorized service provider. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.

iv. The L1 Bidder will be selected separately for each terminal type on the basis of Terminal Type wise price discovered 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 SBI Payments may take appropriate action.

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

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

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

(c)   If the vendor 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 any or all the items desired in this RFP.

18.   Contacting the SBI Payments :

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

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

19.   Award Criteria:

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

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

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

some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

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

v.   '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.

vi.   For this RFP, for the purpose of deciding the local content, the local content of the POS terminals with native application only shall be considered.

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

viii. '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%.

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

x.   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.

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

xii. In case no local suppliers available for the captioned RFP; the allocation shall be done as under :

Allocation between L1, L2 and L3 will be in the ratio of 50:30:20 respectively, provided L2 and/or L3 and so on… match Reverse Auction price of L1 .The service charges would be 4% of the price discovered or the quoted price in Indicative Commercial bid of the bidder, whichever is lower. If L2, L3… refuses, then the offer will be made to L3, L4…. and so on.

In the event L2 and / or L3 and so on, are not willing to match the L1 price, entire procurement for that particular type of terminal would be awarded to L1. In case there are only L1 and L2 , the ratio of procurement would be 65:35.

In the event of non-bidding during the reverse auction by any of the participants, the same shall be treated as " not willing to match the price" quoted by others hence the award of the contract shall carried out as mentioned above.

xiii. SBI Payments will notify successful Bidder _(L1)_ in writing by letter or email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the SBI Payments within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

xiv. The successful Bidder will have to submit Non-disclosure Agreement (wherever applicable), Performance Bank Guarantee for the amount and validity as desired in part II and strictly on the lines of format given at **Annexure-M** of this document together with acceptance of all terms and conditions of RFP.

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

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

xvii. The successful Bidder shall be required to enter into a contract/ SLA with the SBI Payments within 30 days of award of the tender or within such extended period or as may be decided by SBI Payments.

xviii. Until the execution the execution of a formal contract, the Bid document, together with the SBI Payments notification of award and the vendor's

acceptance thereof, would constitute a binding contract between SBI Payments and the successful Bidder.

xix. The contract/ agreement will be based on Bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc.

xx. SBI Payments reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.

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

xxii. Since, SBI Payments may choose to procure supplies of PoS terminals from multiple suppliers to reduce dependency on single vendor, it may, at its sole discretion, offer remaining highest scoring bidders (L2, L3) to quote the price to match the price/scores/terms, as the case may be, offered by L1.

xxiii. SBI Payments shall exercise the option of procuring POS terminals from other than shortlisted bidders who have participated in the bid in the event of non-performance/ compliance of agreed terms & Conditions by the shortlisted bidder(s).

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 SBI Payments. SBI Payments 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 SBI Payments in writing with reasons for holding such opinion and SBI Payments 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 SBI Payments confirms its instructions,

the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

ii. In any case in which the successful Bidder has received instructions from SBI Payments 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 SBI Payments shall prevail.

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

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

22. Change in Orders:

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

(a) Method of shipment or packing;

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(b)   Place of delivery;

(c)   Quantities to be supplied subject to 25% above or below the originally

declared quantities.

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

23.   Contract Amendments:

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

24.   SBI PAYMENTS' Right to Accept Any Bid and to Reject Any or All Bids:

SBI Payments reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the SBI Payments' action.

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

On acceptance of the Bid by the SBI Payments, the Bidder needs to submit the undertaking of authenticity on the lines of Annexure-G along with documentary evidence of their eligibility/qualifications to perform the Contract to the SBI Payments' satisfaction that in case of a Bidder offering to supply products and/or services mentioned in the scope of work, the Bidders need to provide the evidence that Bidder has been duly authorized by the OEM strictly on the lines of authorization letter **Annexure-H**.

i.   that adequate, specialized expertise are available with the Bidder to ensure that the services are responsive and the Bidder will assume total responsibility for the fault-free operation of

the product proposed and maintenance thereof during the support (warranty/annual maintenance contract, if desired) period.

26.   Performance Bank Guarantee:

i. Performance Bank Guarantee [PBG] of the amount with validity period specified in Part II of this RFP strictly on the format at **Annexure-J** is to be submitted by the finally selected Bidder. The PBG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the SBI Payments about their Bid finally selected. Payment of the value of the Purchase Order will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.

ii. The PBG is required to protect the interest of the SBI Payments 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 PBG. In case any act of the supplier results in imposition of Liquidated Damages then also SBI Payments reserves the right to invoke the PBG.

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

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

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

28.   Delivery, Installation, Commissioning & Documentation:

i.   The Vendor shall provide such packing of the products as is required to prevent its damage or deterioration during transit thereof to the location given by the SBI Payments. The packing shall

be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weight of packing cases shall take into consideration, where appropriate, the remoteness of the Product's final destination and the absence of heavy handling facilities at all transit points.

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

iii. The delivery will be deemed complete when the equipments/ components/ associated software/firmware are received in good working condition at the designated locations, mentioned in part II of this RFP.

iv. The installation will be deemed to be completed, when the product including all the hardware, accessories/components, firmware/system software, and other associated software have been supplied, installed and operationalized as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the SBI Payments. The Bidder has to resolve any problem faced during installation and operationalization.

v. In addition, vendor will supply all associated documentation relating to the products/hardware, system software/firmware, etc. The product(s) are considered accepted (commissioned and operationalised) after signing the Acceptance Test Plan (ATP) document jointly by the representative of the SBI Payments and the engineer from the vendor on the lines of format/certificate in **Annexure-K** of this RFP. The component level checking for individual item may be included during the acceptance test. The 'Acceptance Test Plan' document shall be deemed to form a part of the Agreement, to be signed between the vendor and the SBI Payments. On the evaluation of the Acceptance Test results, if required, in view of the performance of the products/services (including hardware equipments/ components/ software), as observed during the Acceptance Test, the Bidder shall take remedial measures including upgradation of any of the components there under, including replacement thereof, at no additional cost to the SBI Payments within a fortnight from the date of

notification of the same to the vendor. The vendor should ensure that the product meets the requirements of the SBI Payments' as envisaged in the RFP.

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

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

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

(c) 2 copies of packing list identifying contents of each of the package.

(d) Insurance Certificate.

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

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

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

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

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

(b)   The Vendor shall provide complete and legal documentation of all sub systems, licensed operating systems, licensed system software/firmware, licensed utility software and

other licensed software. The Vendor shall also provide licensed software for all software/firmware whether developed by them or acquired from others.

(c)   In case the Vendor is providing software/firmware which is not its proprietary software then the Vendor must submit evidence in the form of agreement he has entered into with the software/firmware vendor which includes support from the software/firmware vendor for the proposed software for the entire period required by the SBI Payments.

xi.   The ownership of the software license shall be that of the SBI Payments from the date of delivery of the same. In other words, wherever the ownership of the licenses is indicated, the name "SBI Payment Services Pvt. Ltd." must appear to indicate that the SBI Payments is the perpetual owner of the customized software/license. Evidence to this effect must be submitted before the payment can be released.

29.   Services:

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

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

iii. Bidder should ensure that vendor's key personnel with relevant skill-sets are available to the SBI Payments.

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

v. Bidder shall be willing to transfer skills to relevant personnel from the SBI Payments, by means of training and documentation.

vi. Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS) as and when released by the Vendor/ OEM or as per requirements of the SBI Payments. Bidder should bring to notice of the SBI Payments and its TSP(s) of all releases/ version changes.

vii. Bidder shall obtain a written permission from SBI Payments before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the OS/firmware/Middleware etc in case SBI Payments

chooses not to upgrade to latest version. In case patches are related to security/compliances, SBI Payments will be informed within 4 hours of releasing the patch.

viii. Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract/warranty period.

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

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

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

xii. The Bidder shall keep the SBI Payments explicitly informed the end of support dates on related products/hardware/firmware and should ensure support during warranty and AMC/ATS/S&S. Bidder should be able to provide services/support till the life of terminals for the minimum period of 5 years from the date of supply.

30. Warranty and Annual Maintenance Contract:

i. The selected Bidder shall support the product and its associated items/components including OS/firmware during the period of warranty and AMC (if included in purchase order) as specified in Scope of work in this RFP from the ***date of acceptance of the product*** by SBI Payments.

ii. During the warranty, the Bidder will have to undertake support of the entire product (hardware/components/ operating software/firmware) supplied by the Bidder at no additional cost to SBI Payments. During the support period, the Bidder shall support the product (hardware/ software, etc.) to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares,

compliance of security requirements and transport charges from the service centre   of the terminal vendor to the TSPs'/Partners' designated locations, in connection with the repair/ replacement of the product (hardware/ equipment/ components/ software or any component/ part thereunder), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified. All the incidental charges related to the repair of the terminals under warranty period, which are borne by SBI Payments shall be make good by the bidder.

iii. During the support period (warranty), the vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive maintenance of the product and its components at its service/repair centre. Comprehensive maintenance shall include, among other things, 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 SBI Payments, fine tuning, system monitoring, log maintenance, etc. In case of failure of product (hardware, system software or any of its components), the Bidder shall ensure that product is made operational to the full satisfaction of the SBI Payments/Bank within the given timelines.

iv. Offsite comprehensive warranty for the solution would include free replacement of spares, parts, kits, resolution of problem, if any, in solution.

v. Warranty/ AMC (if opted) for the system software/ off-the shelf software will be provided to the SBI Payments as per the general conditions of sale of such software.

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

plastic parts of the equipments at his own cost including the cost of transport.

vii.   In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
   a. Diagnostics for identification of systems failures
   b. Protection of data/ Configuration
   c. Recovery/ restart facility
   d. Backup of system software/ Configuration

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

ix.   The Bidder shall be agreeable for offsite support during peak weeks (last and first week of each month and festival seasons) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the SBI Payments for such needs, if any, during the support period.

x.   Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the SBI Payments.

xi.   Updated escalation matrix shall be made available to the SBI Payments once in each quarter and each time the matrix gets changed.

31.   Compliance with IS Security Policy:

The Vendor shall have to comply with SBI Payments/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/SBI Payments 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/SBI Payments

viii. Data Encryption/Protection requirements of the Bank/SBI Payments

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

32. **Penalty/SLA conditions:**

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

33. **Right to Verification:**

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

34. **Purchase Price:**

i. Total cost of product/solution (hardware equipments/ components/ software) with support (warranty and AMC), service charge for repairs 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 order will be placed for total Cost of "hardware, software/firmware/services/warranty and AMC/ATS/S&S. SBI Payments may also issue a separate order for AMC after expiry of the warranty period.

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

v. Terms of payment are given in Part-II of this RFP document.

vi. 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.

vii.   The Bidder will pass on to the SBI Payments, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, 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.

viii.   SBI Payments reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software.

35.   Inspection and Quality Control Tests

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

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

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

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

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

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

e) The inspection and quality control tests may also be conducted at the point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the SBI Payments. In case of failure by the vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental expenses of SBI Payments' representatives to be borne by the vendor.

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

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

iv.   If the material supplied are found to be of a different make and/or model than those in the accepted offer and are of specifications lower than those stipulated in the accepted offer, SBI Payments shall have the right to totally reject the goods and/or to prefer a claim for compensation for the part of goods, which are rejected.

v.   Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract

36.   Right to Audit:

i. The Selected Bidder (Service Provider) has to get itself annually audited by internal/ external empanelled Auditors appointed by the SBI Payments/Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the SBI Payments/Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to SBI Payments and the Service Provider are required to submit such certification by such Auditors to the SBI Payments/Bank. The Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the SBI Payments/Bank) shall facilitate the same. The Bank/SBI Payments can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider.

The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the SBI Payments.

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

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

37. Subcontracting:

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

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

38. Insurance:

i. Transit insurance shall be for an amount equal to 110 percent of the value of the Products from on "All Risks" basis, valid up to delivery at TSPs Locations. Proof of which shall be shared with SBI Payments.

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

   a) initiate and pursue claim till settlement and

   b) Promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of SBI Payments, irrespective of settlement of claim by the underwriters.

39. Validity of Agreement:

The Agreement/ SLA will be valid for the period of 60 months. However, the validity of procurement shall be 1 year only. Furthermore, SBI Payments reserves the right to extend the procurement period for further 6 months on same price and terms & conditions at its sole discretion. TMS Support shall continue to be provided up to end of SLA period i.e. 5 years.

40. Limitation of liability:

i. Service Provider will ensure SBI Payments/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/SBI Payments related information to the extent of loss so caused.

ii. The limitations set forth herein shall not apply with respect to:

   a) claims that are the subject of indemnification pursuant to IPR infringement,
   b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
   c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
   d) Reputational loss or damages thus sustained.
   e) When a dispute is settled by the Court of Law in India.
   f) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the SBI Payments/Bank,

provided such guidelines were brought to the notice of Service Provider and non compliance is due to the vendor.

41. Confidentiality:

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

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

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

42. Delay in the Vendor's Performance:

i. Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed in part II of this document.

ii. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify SBI Payments in writing of the fact of the delay, it's likely duration and cause(s). As

soon as practicable after receipt of the Vendor's notice, SBI Payments shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

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

43. Vendor's obligations:

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

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

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

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

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

vi. Vendor shall provide necessary training from the OEM to the designated SBI Payments'' officials and / or its partners officials on the configuration, operation/ functionalities, maintenance, support & administration for

software/ hardware and components, installation, troubleshooting processes of the proposed solution.

vii. The Vendor shall treat as confidential all data and information about SBI Payments, 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 SBI Payments/ Bank as explained under 'Non-Disclosure Agreement' in **Annexure N** of this document.

44. Technical Documentation:

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

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

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

45. Patent Rights/Intellectual Property Rights:

i. For any licensed software/firmware used by the finally selected L1/TC1 Vendor for performing services, the Vendor shall have the right as well as the right to license for the outsourced services. The vendor shall, if applicable, furnish a photocopy of the Agreement with their Principals/OEM in respect of 'Product' and services offered. Any license or IPR violation on the part of Vendor should not put the SBI

Payments/Bank at risk. The SBI Payments/Bank reserves the right to audit the license usage of the Vendor.

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

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

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

46. **Liquidated Damages:**

If the Vendor fails to deliver any or all of the products or perform the services within the stipulated time schedule, as specified in the Contract, as desired in this RFP/ Contract, SBI Payments may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages mentioned at part II (Schedule of Events, Sl No 19). Once the maximum deduction is reached, the SBI Payments may consider termination of the Contract.

47. **Conflict of Interest:**

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 SBI Payments shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and

damage likely to be suffered and incurred by SBI Payments and not by way of penalty for, inter alia, the time, cost and effort of the SBI Payments, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the SBI Payments under the bidding documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

(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 SBI Payments, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

(i) 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

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

(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 SBI Payments in the preparation of any documents, design or technical specifications of the Project.

48. Fraud & Corrupt Practices:

i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the SBI Payments shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding process.

ii. Without prejudice to the rights of SBI Payments under Clause 48(i) hereinabove, if a Bidder is found by the SBI Payments 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 SBI Payments during a period of 2 (two) years from the date if such Bidder is found by the SBI Payments to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/

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

(a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for

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

(b)   **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process

(c)   **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process;

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

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

49.   Termination for Default:

i. SBI Payments, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part:

   a. If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the SBI Payments; or
   b. If the vendor fails to perform any other obligation(s) under the contract; or
   c. Laxity in adherence to standards laid down by SBI Payments/Bank or
   d. Discrepancies/deviations in the agreed processes and/or products; or
   e. Violations of terms and conditions stipulated in this RFP.

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

iii. If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ SBI Payments/'Bank's data or any other relevant information to the SBI Payments/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 SBI Payments.

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

v. SBI Payments' right to terminate the Contract will be in addition to the penalties /liquidated damages and other actions as deemed fit.

50.   Force Majeure:

i.   Notwithstanding the provisions of terms and conditions contained in this RFP, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, and to the

extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

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

51. Termination for Insolvency:

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

52. Termination for Convenience:

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

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

All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (SBI Payments or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

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

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

54. **Governing Language:**

The governing language shall be English.

55. **Applicable Law:**

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

56. **Taxes and Duties:**

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

b. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of 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, Service tax, VAT/ Sales tax, Excise duty, Custom duty, Octroi, etc. should be specified in the separate sheet **(Annexure-F).**

c. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by the Vendor and the SBI Payments shall not be liable for the same. Only specified taxes/ levies and duties in the **Annexure-F** will be payable by the SBI Payments 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 SBI Payments. SBI Payments 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**

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

e. 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.

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

7. **Tax deduction at Source**:

i. Wherever the laws and regulations require deduction of such taxes at the source of payment, SBI Payments shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by SBI Payments as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Vendor from his responsibility to

pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

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

58. Right to use defective product:

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

59. Tender Fee:

The same should be furnished by the Bidders in the form of Demand Draft/ Bankers' Cheque as mentioned in part II. It should be enclosed with Technical Bid. The Bids without tender fee will not be considered valid.

60. Notices:

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

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Part-II

SCHEDULE OF EVENTS

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	Vice President (Vendor Management) 23rd Floor, Urmi Estate,95 Ganpatrao Kadam Marg, Lower Parel, Mumbai – 400013 Phone No. 022-41722210 e-mail: procurement@sbipayments.com
2	Bid Document Availability including changes/amendments, if any to be issued	RFP document may be downloaded from SBI PAYMENTS's website https: www.sbipayments.com from 10.10.2024.
3	Last date of Submission of Queries	Upto 04:00 PM on 16.10.2024
3	Pre - Bid Meeting at (Physical or Virtual)	Physical meeting From 12 pm (time) to 02 pm (time) on 18.10.2024 (date) at SBI Payment Services Pvt. Ltd., 23rd Floor, Urmi Estate, Lower Parel West, 40013 Phone No. 022-41722200 Virtual: Link will be shared post receipt of request from prospective bidders.
4	Clarifications to queries raised at pre-Bid meeting will be provided by SBI Payments.	By 06:00 PM on 23.10.2024.
	Last date and time for Bid submission.	01 pm on 08.11.2024.
6	Address for submission of Bids	SBI Payment Services Pvt. Ltd., 23rd Floor, Urmi Estate,95 Ganpatrao Kadam Marg, Lower Parel, Mumbai – 400013

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7	Date and Time of opening of Technical Bids	04 pm (time) on (date) 08.11.2024 Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendor representatives.	
8	Opening of Commercial Bids	04:00 pm (time) on (date) 18.11.2024. OR On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.	
9	Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.	
10	Tender Fee	*Amount Rs.10,000/- (Rs. Ten Thousand Only* *Non-refundable by means of a DD payable at Mumbai in favour of SBI Payment Services Pvt. Ltd.*	
11	Earnest Money Deposit	Rs.15 Lakh (Fifteen lakh only)	**Validity period of minimum 180 days from the date of RFP.**
12	Performance Bank Guarantee	The vendor has to furnish a Performance Bank Guarantee to Bank for 15% of Purchase Order (PO).	Validity period from the date of purchase order for a period of 36 months from a Scheduled Commercial Bank in line with format provided with RFP and changes, if any, approved by SBI Payments
13	Price validity from the date of price discovery	During validity period of RFP	
14	Contact details of agency appointed for conducting Reverse	Will be advised in due course.	

	Auction	
15	Delivery schedule	Will be advised in due course.
16	Terms of payment	30 days from the date of delivery.
17	Delivery locations	The PoS devices would be required to be delivered to the TSPs (Technology Service Provider(s) or partners of SBI Payments at their godowns in different locations as per TSPs'/SBI Payments requirement. The payments would be released only after acknowledgement is received at SBI Payments from TSPs/Partners regarding receipt of the consignments at the locations.
18	Liquidated damages	1 (one) % per week or part thereof of Contract Price subject to maximum deduction of 10 % of the Contract Price for delay of each week or part thereof.
19	Transition Penalty	*10% of the total contract value)*
20	Details of hardware items offered for buy back and its location *(where applicable)*	NA

ANNEXURES

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A	Bid form
B	Bidder's Eligibility criteria
B1	Technical & functional specifications
C	Bill of Material and compliances
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H	Manufacturer's authorization form.
I	Format for Bank Guarantee as Earnest Money Deposit
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N	Non-disclosure Agreement
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P	Pre-Contract Integrity Pact
Q	Certificate of Local Content

ANNEXURE–A

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

Date:_____

To:
Vice president (Vendor Management & Operations)
SBI Payment Services Pvt Ltd,
23rd Floor, Urmi Estate,95 Ganpatrao Kadam Marg,
Lower Parel, Mumbai – 400013

Dear Sir,

Ref: RFP No. SBI Payments/VM/2024-25/08, dated 10.10.2024
~~~~~~

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 SBI Payments and we offer to supply, Install, test, commission and support the desired equipments 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 SBI Payments" authorized service provider, on the date advised to us.

2. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.

- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.

- Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.

- The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.

- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.

- The rate quoted in the indicative *price Bids are as per the RFP* and subsequent pre-Bid clarifications/ modifications/ revisions furnished by SBI Payments, without any exception.

3. If our offer is accepted, we undertake to complete the formalities for supply, installation, testing and commissioning of the equipment within the period specified in this document.

4. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement as per sample available at **Annexure-M** of this document and the rates quoted therein for the orders awarded by SBI Payments up to the period prescribed in the Bid, which shall remain binding upon us.

5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

6. We undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

7. **We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SBI Payments, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.**

8. **We undertake that we will not resort to canvassing with any official of SBI Payments, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.**

9. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the SBI Payments submitted by us in our Bid document.

10. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the SBI Payments will have the right to disqualify us from the Bid.

11. 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.

12. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.

13. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the SBI Payments to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.

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

15. We hereby undertake and agree to abide by all the terms and conditions stipulated by SBI Payments in the RFP document.

Dated this .... day of 20

_____

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

Duly authorised to sign Bid for and on behalf of

_____

Seal of the company.

Documents to be submitted as part of Response

The responses, in addition to what has been explained above, should contain the following:

1. Bank Guarantee of Rs. 15 (Fifteen) lakh in favour of SBI Payment Services Pvt Ltd. with the validity of minimum 6 months.

2. Technical specifications of each type of POS terminals offered, Indicative Commercial Bid and other information as per all Exhibits.

3. Other Supporting documents.

4. Detailed overview of supported Value Added Services offered and key Innovative features.

5. Detailed overview of Terminal Management Services Capabilities

6. Self declaration regarding supply of terminals in India.

7. Proof for financial soundness, audited Balance Sheets and Profit & Loss A/C

8. List of Service Centres

9. Deviations, if any, from the RFP conditions should be detailed in full in a separate document. Failure to indicate such deviations would imply that those deviations are absent.

10. Any other document mentioned in this RFP document and required to be produced.

11. Any other issue considered relevant by Bidders as Annexure.

INDICATIVE PRICE PROPOSAL/ INDICATIVE COMMERCIAL BID
(Total Equipment Cost with 36 months Warranty)

Vice President (Vendor Management & Operations)
SBI Payment Services Pvt. Ltd.,
23rd Floor, Urmi Estate,95 Ganpatrao Kadam Marg,
Lower Parel, Mumbai – 400013

Dear Sir,

Ref: RFP No. SBIP/VM/2023-24/08 dated 10.10.2024.

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Indicative Price Bid of Rs._____ (Rupees _____)
(Total Proposal amount in words and figures) for supply, of the equipment's in conformity with the said Bidding documents

Sl. No.	Type of Terminals	Model	Unit	Unit Price (in INR)	Service Charges for Repair per instance	Total Price(in INR) **
1	Printer less Android PoS		1			
2	Printer PoS		1			
3	Adhaar Enabled (AEPS) PoS terminal.		1			
4	Electronic Cash Register (ECR)		1			

(** including cost of terminal, application software, TMS, service charges for repairs per unit, but excluding taxes)

Price discovery shall be made on the basis of the unit price (excluding tax).

**Repair cost to be compulsorily quoted and cannot exceed 4% of terminal cost
***Reverse auction shall be conducted on the basis of cost equipment per unit (i.e unit price).
****The bidder should ensure that they should bid for terminals which are new, unused and of the most recent model.
***** Service charges shall be payable only after completion of warranty period.

Dated this .... day of 20

_____

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

Duly authorised to sign Bid for and on behalf of

Price Breakup Schedule
(To be submitted after Reverse Auction)

(Total Equipment Cost with 36 months Warranty with repair charge)(The Cost of Adapter, Battery and Motherboard to be declared separately)

	Parameter for Printer PoS Terminals	Unit	Amount in INR
A	Total cost of Printer PoS Terminal (Hardware, software, OS, SDK, adapter, battery etc.)	1	
	Out of A, Cost of Adapter (included in A)**Rs_____** Cost of Battery (included in A)**Rs_____** Cost of Motherboard (included in A)**Rs_____**	1	
B	Service charges for repairs	1	
	Total {Price as per Section 5, clause (10)} (A+B)	1	

	Parameter for Adhaar Enabled PoS Terminal	Unit	Amount in INR
A	Total cost of Printer less Android Adhaar Enabled POS Terminal (Hardware, software, OS, SDK, adapter, battery etc.)	1	
	Out of A, Cost of Adapter (included in A)**Rs_____** Cost of Battery (included in A)**Rs_____** Cost of Motherboard (included in A)**Rs_____**	1	
B	Service charges for repairs	1	
	Total {Price as per Section 5, clause (10)} (A+B)	1	

	Parameter for Printer less PoS	Unit	Amount in INR
A	Total cost of Printerless Terminal (Hardware, software, OS, SDK, adapter, battery etc.)	1	
	Out of A, Cost of Adapter (included in A)**Rs_____** Cost of Battery (included in A)**Rs_____** Cost of Motherboard (included in A)**Rs_____**	1	
B	Service charges for repairs	1	
	Total {Price as per Section 5, clause (10)} **(A+B)**	1	

Parameter for ECR Device	Unit	Amount in INR
Total cost of Electronic Cash Register (ECR) POS Terminal (Hardware, software, OS, SDK, adapter, battery etc.)	1	
Out of A, Cost of Adapter (included in A)**Rs_____** Cost of Battery (included in A)**Rs_____** Cost of Motherboard (included in A)**Rs_____**	1	
Service charges for repairs	1	
Total {Price as per Section 5, clause (10)} **(A+B)**	1	

this .... day of 20

_____

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

Duly authorised to sign Bid for and on behalf of

Price discovery shall be made on the basis of the unit price (i.e. total cost of POS terminal as per A above) (excluding tax).

**Repair cost to be compulsorily quoted and cannot exceed 4% of terminal cost
***Reverse auction shall be conducted on the basis of unit cost.
****The bidder should ensure that they should bid for terminals which are new, unused and of the most recent model.
***** Service charges shall be payable only after completion of warranty period.

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	Complia nce (Yes/No)	Documents to be submitted
1.	The Bidder must be an Indian/ firm / company/ organization registered under applicable Act in India.		Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
2.	*The Bidder must have an average turnover of minimum Rs.50 Crore for at least Three Financial Years out of 4 FY i.e , 2020-21, 2021-22, 2022-23 and 2023-24 financial year(basis). Turnover of Parent Global company can also be considered.*		Copy of the audited Balance Sheet for FYs 2020-21, 2021-22 & 2022-23 and 2023-24. In case audited balance sheet for 2023-24 is not ready a Certificate from a Chartered Accountant has to be produced for 2023-24 along with a covering letter on bidder's letter head certifying that the audited financial statement for 2023-24 is not ready.
3.-	*The Bidder should be profitable organization (on the basis of PAT) for at least 3 financial year out of last 04 years) i.e 2020-21. 2021-22, 2022-23, 2023-2. . Profit from global operations will also be considered.*		Copy of the audited balance sheets along with profit and loss statement for corresponding years. In case audited balance sheet for 2023-24 is not ready a Certificate from a Chartered Accountant has to be produced for 2023-24 along with a covering letter on bidder's letter head certifying

			that the audited financial statement for 2022-23 is not ready.
4.	The vendor must be i) Either an Original Equipment Manufacturer (OEM) with a registered company or subsidiary in India that has been operating for a minimum of three years, or a distributor with exclusive rights to the supply of PoS Terminals. Additionally, the bidder must provide a support service guarantee from the OEM for the duration of the agreement. ii) Should have supplied minimum 1,00,000 Android PoS terminals for Merchant Acquiring Business to any registered Payment Service Providers in India or Globally.		Copy of the order and / or Certificate of completion of the work. In case of exclusive right,
5	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects. (Start and End Date of the Project to be mentioned) in the past (At least 02 client references are required)		1. 2. 3.
6	Capability to supply PoS terminals Including Terminal Management Service (TMS)		Bidder should specifically confirm on their letter head in this regard along with brochure with specification of the Terminals and TMS
7	Bidder has to inform SBI Payments the source of supply of POS terminals and SBI Payments reserves the right to reject the bid in case the source of supply is not disclosed.		Bidder should specifically confirm on their letter head in this regard.

8	The bidder should agree to the terms and conditions of Service Level Agreement, should they become L1 in the reverse auction to execute a contract with SBI Payments.		Bidder should specifically confirm on their letter head in this regard.
9	The bidder should not have any Service Level Agreement pending to be signed with the SBI/SBI Payments/Any other Bank for more than 6 months from the date of issue of purchase order issued by SBI/SBI Payments/Any other Bank as on the date of bid submission. [No change/ addition or deletion to be made by the bidder to any of the clauses.]		Bidder should specifically confirm on their letter head in this regard.
10	The Bidder(s) have in-house capabilities to develop Points of Sales Terminals, software application, TMS and customize it to SBI Payments' requirements. Bidder(s) has to inform the SBI Payments the source of supply of POS terminals and SBI Payments reserves the right to reject the bid in case the source of supply is not disclosed.		Bidder should specifically confirm on their letter head in this regard.
11	The Bidder(s) MUST have capabilities and necessary certifications for manufacturing Europay, RuPay, AMEX, MasterCard Visa (EMV), or any other card industries, Payment Card Industry Security Standards Council (PCISSC) Standards e.g. PCI PTS, P2PE, PCI compliant products. All devices should be PCI PED (PIN Entry Device)/PTS (PIN Transaction Security)6.0 certified or ABOVE. The Bidder(s) should provide		The Bidder(s) should provide the necessary documentary proof to this effect. EMV certification (including Level-2 and Business Application) of terminals.

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	the necessary documentary proof to this effect. EMV certification (including Level-2 and Business Application) of terminals for SBI Payments' Technology Service Providers/Partners will be the responsibility of the Bidder(s)/ terminal vendor and the cost for the same will also have to be borne by the Bidder(s)/terminal vendor .		
12	The Bidder(s) should have capabilities to supply terminals that can process all form factors of cards such viz., Mag-stripe, Chip, Contactless, RFID, Near Field Communications, Biometrics device enabled in case of future requirement, , Sound wave etc. and also the terminals offered should support all types of Credit, Debit, Pre-paid cards, etc.		The Bidder(s) should provide the necessary documentary proof to this effect. EMV certification (including Level-2 and Business Application) of terminals.
13	*Software of the Terminals should have capability to attach Biometric authentication devices (UIDAI SUPPORT) as per future requirement.*		Bidder should specifically confirm on their letter head in this regard.
14	The terminals offered should support signature based, Chip based, Contactless (NFC) and PIN based cards		Bidder should specifically confirm on their letter head in this regard.
15	The terminals offered should be certified by MasterCard, Visa, AMEX, NPCI, DFS/Diners, China Union Pay/JCB etc. and meet the standards prescribed from time to time by such agencies.		Bidder should specifically confirm on their letter head in this regard.
16	*The terminals should be able to accept VISA/Master Card/Amex/JCB/RuPay/China Union Pay/Discover/Diners. MOPAD or any other changes in future requirement etc.,*		Bidder should specifically confirm on their letter head in this regard.

	cards		
17	Terminal vendor (Bidder) should have repairing/service centre/s, having adequate number (at least 6) of trained personnel in the country covering PAN India.		Bidder should specifically confirm on their letter head in this regard.
18	Terminal vendor has to deliver the terminals as per purchase order to the existing and prospective warehouses of our Technical Service Providers (TSPs)/ Partners at vendor's cost PAN India.		Bidder should specifically confirm on their letter head in this regard.
19	Bidder(s) should be competent to support other value added services including MOPAD, Cash at POS, remittances, utility bill payment, EMI payments, bus ticketing, rail/air ticketing, mobile top up , Dynamic Currency conversion, Pre authorization facility, Yono, e-charge slip etc. as per the existing and future requirement of the SBI Payments. Cost of developing necessary application for value added services is to be factored in the cost.		Bidder should specifically confirm on their letter head in this regard.
20	No Bidder solely or jointly should submit more than one Bid. Joint ventures with one or more Scheduled Bank as partner/stake holder are not eligible		Bidder should specifically confirm on their letter head in this regard.
21	The device should have a LCD panel for amount verification and PIN entry.		Bidder should specifically confirm on their letter head in this regard.
22	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.
23	Bidders/OEMs and their		Bidder should specifically

	associates should not have been blacklisted for deficiency in service by any Scheduled Commercial Bank/ Financial Institution/Central government/ state Government /PSUs/PSBs on any ground during the last 05 years.		confirm on their letter head in this regard.
24	Bidder should have been in operation for minimum 03years including the global tenure.		Length of existence of Bidder should be mentioned.
25	The Bidder should have support setup with 24 hours of response time.		Bidder should specifically confirm on their letter head in this regard.
26	The OEM should be a company and have a local presence of support center and level 3 (highest escalation) locally in India.		Bidder should specifically confirm on their letter head in this regard.
27	03 references of the implementation in India should be provided for a similar deployment.		Bidder should specifically mention this on their letter head.
28	The Bidder should agree to the terms and conditions of Service Level Agreement (format placed at **Annexure-M**)**,** should they become L1/L2/L3 in the reverse auction to execute a contract with SBI Payments		Bidder should specifically confirm on their letter head in this regard.
29	In case of need switching to other Service provider, Bidder will support and provide his service related to switching with TSPs/Partner(s) without any cost.		Bidder should specifically confirm on their letter head in this regard.
30	If in case there is change in connectivity (5G) in PoS industry, the bidder should agree to supply upgraded device (5G compatible with 4G/2G+ Wi Fi+ Bluetooth)		Bidder should specifically confirm on their letter head in this regard.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory

of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

<u>Signature</u>

<u>Seal of Company</u>

Annexure-B1

Technical & Functional Specifications

To qualify in the Technical Evaluation, a Bidder must comply with all the requirements as listed in the table below. Bidder(s) must submit their response in Yes or No only, any compliance with qualified statement shall be treated as non-compliance.

Sr. No.	Technical Specifications/Requirements	Compliance (Y/N)
	As per details below	

The SBI PAYMENTS envisages to procure 50,000 Printerless Android PoS/ 50,000 Printer PoS, 2,000 Adhaar enabled and 1000 ECR *POS terminal over a period of 12 months from the date of commencement of agreement between SBI Payments and Bidder (s) This estimate have been made on the basis of market feedback. However, it may be noted that SBI Payments does not assume any obligation, whatsoever, for the number of POS terminals actually to be purchased during aforesaid period. It may vary as per Market Situation and rapid change in technologies.* -

Tentative Requirement

Type of Terminal Indicative Number

Type of Terminal	Indicative Numbers
Printerless Android PoS	50,000
Printer PoS	50,000
Adhaar Enabled PoS	2,000
Electronic Cash Register (ECR)	1,000
Total	1,03,000

It may also be noted that SBI Payments will not be able to advise schedule of requirements and would procure supplies as per its actual requirement over a period of 12 months depending upon its requirement.

SBI Payments may issue Purchase Order in multiple stages/frequencies as per SBI Payments' requirement over a period of 12 Months. However, warranty of the terminal will be of 36 months which will start from the date of delivery of terminals at designated locations.

The Bidder(s) are required to offer their suitable products in above categories. Following features are pre-requisite for technical qualification.

i) The PCI-PED/PCI-PTS

ii) Europay, RuPay, AMEX, MasterCard, Visa, (EMV), JCB, Dinners compliant and also /standards mentioned by the Regulators(RBI, UIDAI, NPCI etc) should be complied with, including the Prompting of PIN, TLE and DUKPT)

iii) The Bidder(s) products MUST conform to all of the above standards. The details in respect of each of the above product offered for supply should be provided on the following lines.

Requirement	Specification- Make & Model
Operating System for (Printerless PoS + Printer PoS + Adhaar Enabled PoS + ECR)	1) Android operating System 10 & above with the features for upgraded version (for Printer less PoS + Adhaar Enabled PoS + ECR PoS) 2) Any Operating System other than Android with the features for upgraded version (for Printer PoS)
POS Terminal Hardware & Processor	Processor Speed viz, Cortex, Quad Core, GHz, bit etc.
	Magnetic Card Reader (Track Level)
	Smart Card Reader (ISO standards, synchronous and asynchronous card details, EMV level, number of card insertions)
	SAM Card Reader (Security Access Modules) Details
	Soft Keypad Details including number of function keys and rate for number of key presses
	Number of peripheral Ports including details of how these are

	powered / USB details
	Display details including pixel, graphical, backlit information, display inches, character line support
	Weight
Security Features	Level of PCI
	Level of EMV
	SSL Details
	AES Encryption Details
	Master/Session and DUKPT key / line encryption management details
	MasterCard PTS
	ROHS (Restriction of Hazardous Substances) Compliance
Printer:	Printer Details including graphics capabilities, print lines per second, tally roll dimensions
Modem and Connectivity	Modem Details (kbps), Protocol Frequencies

Requirement	Specification
Memory	Total Memory: - Flash - SDRAM - SRRAM - Ability to upgrade RAM using SAM Slots
Environmental	Operating Temperature, humidity tolerance and non-condensing details
Connectivity	Network details and communication options supported
Power	Voltage Input & Output Details
	Battery Details

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A. Terminal Functional Requirements

Product History

The Bidder(s) should include a summary history of each terminal solution being offered. A brief outline of future development strategies should also be detailed (which may include specific Research & Development).

Training

Detailed proposals for all aspects of training required must be separately identified. This should encompass end-user (personnel of Technology service provider/SBI Payments who needs to know for key injection, terminal maintenance and other activities etc.,) training, and where applicable, system administration and configuration, and troubleshooting for the Help Desk area.

POS Terminal & System Software

The POS Terminal/Software requirements for the Terminal Management and Database system/configuration should be given in detail. This should include the estimated costs. Specific costs regarding the original set-up and ad-hoc downloads of new software to the terminal base must be included in the response to the RFP (if any). Key Management solutions and Remote Terminal management system has to be provided. Key injection in the terminals will be done by the SBI Payments'' Technology Service Providers/ Partners. Vendor has to provide all the necessary support for Local key injection or Remote Key Injection, for any operational requirements of the System to the SBI Payments' Technology Service Provider/Partners to cater to further significant growth/expansion during the entire life cycle of the terminals. SBI Payments reserves the right to Opt either LKI or RKI or both as per business requirements.. Particular attention should be paid to any operational requirements of the system and it should cater for further significant growth/expansion.

Support and Release Management Philosophy

The level of on-going support and the overall release management philosophy of the supplier must be set out. The level of support provided and guaranteed response times will be critical. Escalation procedures should also be identified,

and should be included in the proposal. The proposal should detail all available levels of support from helpdesk, remote dial-in support to location/composition of support team.

Terminal Protocols

The Bidder(s) should outline the details of all current terminal message protocols supported. Details of what software is supplied with the POS Terminal should be outlined. The Bidder should have proper ownership/license/authority in respect of such software to provide the same to SBI Payments.

The Bidder should be proactive in monitoring technical developments in the point of sale arena, ensuring that the devices on offer to the customer keep pace with change in that environment. This could include specific Value Added Services (VAS) functionality that a supplier may be able to offer to meet the changing retailer demands or to provide new income streams to both the SBI Payments and the Retailer (e.g. Top Up, Bill Payment, Cash@POS, Dynamic Currency Conversion, MOPAD, EMI etc). While bidding, providing software application for all such value added services also needs to be factored in.

The Bidder must be able to reply to new requirements (enhancements/modifications) which may or may not fall under on-going scheme compliance. Details must be provided for how these changes will be handled.

Terminal Management

The Bidder must be able to adhere a comprehensive Terminal Management System (TMS) compatible to the switches used by SBI Payments' Technology Service Providers (TSPs)/Partners, which will facilitate capability to deploy and remote manage all aspects of the terminal lifecycle cost effectively. The Terminal Management system must provide for mass maintenance/scheduling, based on various criteria, location, and type of business etc. The Bidder should note that the SBI Payments, wishes to undertake terminal management activities directly or through its Technology Service Providers/Partners, and

does not require the supplier to manage any aspects of this, other than in providing licences and any related POS Terminal infrastructure to run the TMS. The Terminal Management System must be able to provide:

i. A central (Remote) download capability for all features/applications that are in the terminal.

ii. Parameter management and Remote update

iii. Heartbeat functionality of terminals

iv. Proactive alerting of terminals

v. Status of Battery and Network

vi. Remote Key Injection (RKI)

vii. Multimedia Content Management

viii. Geo-location tagging of terminals

ix. Remote helpdesk (Terminal Management and trouble shooting)

The Bidder should provide the TMS system (Licenced or Hosted) as per convinence of SBI Payments with above mentioned features with unlimited licence at no extra cost upto 7 years.

Specific costs regarding the original set-up and ad-hoc downloads of new software to the terminal base must be included in the response to the RFP (if any).

The response to the RFP must highlight all aspects of procedure around the management of the database and specifically the issue of remote management/scheduling.

Telecommunications

Full specifications regarding the range of telecommunications options available on all terminals should be clearly laid out in response to the RFP. Ability to connect to IP, GPRS, Bluetooth and dual communication configurations should be supplied.

Value Added Services (VAS)

Values Added Service and Innovative features will enhance the Bidders proposal. Details of all Value Added Services capabilities and Innovative features should be outlined in the response.

EMV (Europay, RUPay, AMEX, MasterCard and Visa),*China Union Pay, JCB, DISCOVER,DINERS, or any other Compliance.*

The terminal must be EMV compliant (minimum standard is EMV 4). The Bidder will have to be an **EmvCo approved vendor**. Some information on the management of Chip Applications would be advantageous. A full list of Card Verification Methods supported should be outlined here. Details of all approvals of Level I and Level II should be included in the response to the RFP.

PCI (Payment card Industry) Approval

The terminal must meet the latest PCI mandates for PCI, PCI, PTS and PCI PED and PCI PTS. Details of all approvals should be provided in the response to the RFP.

Payment Industry Approvals

The terminal should be certified to all the latest Payment Industry Mandates. Details of all approvals should be outlined.

Capacity

The proposal should identify the capacity of entries/transactions the terminal can hold. The proposal should also identify the number of applications that the terminal can facilitate concurrently. If various application configurations have an effect on the capacity of the terminal a matrix showing the various differences should be attached.

General Processing

The architecture and speed should be specified. Processing of transactions, printing of receipts and storage of transactions must operate within acceptable timescales.

Interfaces

If the terminal can interface to EPOS or various front-office devices, please specify the existing system interfaces that have been certified. Is there a terminal (User, sub-user capability at software level) concentrator configuration available to handle a large number of terminals within a specific merchant, perhaps a master/slave concept.

Terminal Stock Lead Time

The response must clearly state the delivery notice for Terminal supply. Maximum lead time/ Turn Around time (TAT) for supply of POS terminals is 15 days from the date of issue of Purchase order.

On-going Maintenance

The proposal should highlight the level of on-going parameter management that can be maintained for the operation of the terminal estate, and the configuration of the software to reflect business relationships. An indication of the various terminals/manufacturers that can be managed on the existing system would also assist in evaluation of the RFP.

Performance Tracking

The ability of the TMS to provide performance tracking on the POS devices (failures, performance, Battery, Network etc) should be covered. The specific MIS that is available from the TMS system should also be clearly identified and included in the response. Any MALFUNCTIONING OR ANY BUG ISSUES of the terminal on account of application error (terminal application supplied by the terminal vendor) and consequent loss if any, suffered by SBI Payments shall be attributable to the vendor and accordingly he shall be liable to

compensate/indemnify SBI payments fully to the extent of RFP order value.However, SBI payments may at its discretion arrange for forensic audit to determine the malfunctioning of the software application.

Security

Details of Security viz., physical and logical, levels of access, contingency and Disaster Recovery capability should be provided.

Terminal Software - Ownership/ IPR.

Ownership of customised application software including the Intellectual Property rights of the software. Escrow arrangements may be required for the application and customised software and proposals in this area are required.

Architecture

The proposal should address the architecture of the software design.   A component-based architecture that will allow for re-use of common modules between applications is desired. The development environment for application software, together with development practices, software inventory, version control, change control and quality assurance should be included.

The functionalities included in the Software Development Kits (SDKs) are to be indicated.

Dynamic Currency Conversion Transaction Processing

The application software should have the ability to be able to offer quotes for Multicurrency transactions.

EMI

The application software should have the capability of EMI facility

Language Support

The Bidder should outline their terminals language capabilities. Details of all Languages supported and how they are supported should be outlined.

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Sound Support

The Bidder should outline their terminals' sound capabilities. Details of all Languages supported and how they are supported should be outlined.

B. **Mandatory Requirements**

(These form part of response for evaluation purpose)

The mandatory functional requirement along with Certification/ Compliance/ Regulatory/ SDK Requirements have been listed in the Exhibit 1. The Bidders should provide their response only in 'Yes' & 'No' mandatorily to all the Certification/Compliance/Regulatory/SDK and Functional requirements stated in Exhibit -1.

Exhibit-1

Mandatory Requirements

<u>**(Bidders have to provide their response for Android and Non Android terminal on the following Conditions/Business conditions only in 'Yes' or 'No')**</u>

<u>**Certification/Compliance/Regulatory/Hardware/SDK Requirements**</u>

Condition	Description	Response
EMV Certification	The terminal is EMV compliant (minimum standard is EMV **4.1** for L1 & L2). The supplier will have to be an EmvCo approved vendor. (VISA/Master Card/Rupay/DFS/Diners/Amex/JCB/CUP)	**YES/NO**
Contactless Certification	VCPS Paywave 2.1.3 or later or the equivalent contactless Kernel (Latest). NCMC Qsparc Amex PayPass version 3.0 or later (Latest) Any future requirements by Card schemes	
Certifications -	1) **Printer PoS -** PCI PTS 6.x SRED | EMV L1 & L2 | EMV contactless L1 | Visa payWave | Mastercard contactless | UPI qUICS | American Expresspay | Discover D-PAS | JCB J/Speedy | Interac Flash | MasterCard TQM | FCC | UL | CE | RoHs | Anate. 2) **Printerless Android PoS, Adhaar Enabled PoS & ECR -** PCI PTS 6.x SRED | EMV L1 & L2 | EMV contactless L1 | Visa payWave |	**YES/NO**

	Mastercard contactless | UPI qUICS | American Expresspay | Discover D-PAS | JCB J/Speedy | Interac Flash | MasterCard TQM | FCC | UL | CE | RoHs | Anate.	
PCI Approval	The terminal meets the latest and future PCI mandates for PCI PTS (6 or above)	**YES/NO**
UIDAI requirements.	For Printer PoS, Printerless and ECR. Terminal should be compatible to upgrade for AEPS (Aadhaar Enabled Payment System) transactions. *Terminals should have capability to acquire & process transactions through biometric finger print scanners (Enabled/Integrated) as per the latest specifications/guidelines of UIDAI/NPCI on bidder's cost.*	**YES/NO**
Regulatory Mandates	The terminal meets all the present and future regulatory requirements like PIN prompting, DUKPT, TLE, P2PE, BIS etc.	**YES/NO**
Sharing of TMS agnostic SDK for SBI Payments Business needs	The terminal vendor should provide the SBI Payments or its representative the TMS agnostic SDK for its use.	**YES/NO**
DES Encryption	3AES Encryption supported	**YES/NO**
Camera	For Printer PoS- Rear Camera (Min 0.3 megapixel) For Printer less- Front Camera (Min 0.3 megapixel) For AEPS- Rear Camera (2 megapixel)	**YES/NO**
Memory	**1. For Printer PoS**	**YES/NO**

	Flash – 128 MB or Above; SDRAM/DDR - 64 MB or Above. **2. For Printer less PoS** Flash – 8 GB or Above; SDRAM/DDR - 1 GB or Above **3. For AEPS -** Flash – 8GB or Above; SDRAM/DDR - 2 GB or Above **3. For ECR** Flash – 16GB & Above; SDRAM/DDR - 2 GB & Above	
Audio Speaker	For Printerless PoS- Minimum 3 Watt	**YES/NO**
Power Adapter	AC/DC INPUT Voltage: 100-240V; 47-63Hz ; and Max OUTPUT: 2.0A *(Full specifications of Power Adapters and their suitability for Indian conditions, particularly in tier-2 & tier-3 centres to be furnished)*	**YES/NO**

Functionality Requirements:

Business Condition	Definition	Response
Card Scheme	Terminals should support all types of Credit, Debit,(VISA/MasterCard/Rupay/Amex/ JCB/China Union Pay/Diners/Discover), Pre-paid cards, BQR, UPI, MOPAD, ETC. NCMC card (National Common Mobility cards),MasterCard Paypass, Visa Paywave, RupayqSparc with certified L2 kernel, Loyalty card	**YES/NO**
Changes Made by Card Schemes	The terminals offered should be certified by MasterCard, Visa, Amex, NPCI, DFS/Diners, China Union Pay/JCB etc. and meet the standards prescribed from time to time by such agencies at bidder's cost.	**YES/NO**

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Chip transactions	Transactions performed using chip cards.	**YES/NO**
Option of Contactless Transactions	Transactions performed using Contactless protocols.	**YES/NO**
Swiped transactions	Transactions performed using magnetic stripe embedded on the card.	**YES/NO**
Keyed transactions	Transactions performed using card numbers entered manually.	**YES/NO**
Blocking Transaction Mode	Option to enable/ disable a particular transaction: • Parameter driven. • Blocked by BIN • Ceiling limit by BIN Keyed	**YES/NO**
Online Authorization	Transaction used to authorize a card is valid or not.	**YES/NO**
Purchase(Sale)	Transaction used to authorize a card and amount.	**YES/NO**
Refund enabled	This transaction is used to credit the money to cardholder account from merchant account.	**YES/NO**
Void	This transaction is used to cancel the previously performed purchase or refund transaction in the same batch.	**YES/NO**
Pre-Authorization	This transaction is mostly used in hotel and lodging environment. This transaction will be stored in separate batch. This will not be settled with the normal batch. This will be moved to normal batch / settlement after sale completion transaction.	**YES/NO**
Cash back/ Cash@POS	This transaction allows cardholder to get cash from merchant.	**YES/NO**
Referral handling, (Force transactions)	Referral is used by issuer, if cardholder activity is suspicious. Cardholder should then call issuer bank, authenticate himself to get referral code and perform transactions.	**YES/NO**
Tip handling	This is mostly used in restaurant merchants to give TIP to restaurant employees.	**YES/NO**

End of Day	This is to settle all the transactions performed during the day. Merchant's account will be credited only after this transaction.	**YES/NO**
Cancel Button	Cancel key is used to cancel any operation and take the terminal back to idle screen display.	**YES/NO**
Enter Button	Enter Key is used to confirm anything on the terminal application.	**YES/NO**
Paper Detection	Paper feed is used to feed the paper in terminal internal thermal printer.	**YES/NO**
Time Display	To display date/time on terminal's display.	**YES/NO**
Batch Purge	This is to clear the open batch transactions.	**YES/NO**
Request current batch totals	This is to give summary of transaction count and amount based on card types, performed in the current batch.	**YES/NO**
Request previous batch totals	This is to give summary of transaction count and amount based on card types, performed in the last settled batch.	**YES/NO**
Duplicate Transaction Printing	This is to print the last transaction charge slip for reference.	**YES/NO**
Security Levels	What Features can be password protected: Voids Refunds Pre-auth Offline forces Batch Purge Supervisor Engineer	**YES/NO**
Shift Totals	This is to give summary of transaction count and amount based on card types, performed in the current batch. Usually used in Petrol pumps etc.	**YES/NO**
Display Transactions	This is to review transactions on the current batch on terminal display.	**YES/NO**

Detail Report	This is to give detailed information of card number, card type, transaction amount, invoice number, expiry date, and totals.	YES/NO
Summary Report	This is to give summary of transaction count and amount based on card types, performed in the current batch.	YES/NO
Search by Number	This is to search transactions based on invoice number or based on last 4 digits of card number.	YES/NO
Search by Amount	This is to search transactions based on transaction amount.	YES/NO
Date/Time	Synchronized with host? Receipt timestamp printed from authorization response.	YES/NO
Display Terminal ID	To display terminal ID for verification and confirmation.	YES/NO
Display Version	Current Software	YES/NO
Print Settings	Print current configuration settings.	YES/NO
Edit Print Option	Turn off printer.	YES/NO
Change Contrast	To adjust contrast of display.	YES/NO
Edit Password	Change password option.	YES/NO
Edit Terminal ID	Password protected.	YES/NO
Edit Date	To change terminal's date/time manually.	YES/NO
Software Download Modes	Must have Remote Key Terminal Management System (TMS). See TMS section.	YES/NO
Remote Key Injection	Must have Remote Key injection facility in (TMS). See TMS section	YES/NO
Multimedia content management	Must have Multimedia content Management facility in TMS	YES/NO
Geo location tagging	Must have Geo location tagging facility in TMS	Yes/NO
Remote Helpdesk	Must have remote helpdesk facility (terminal management /trouble shooting) in TMS	Yes/NO
Multi-Application	Ability to run multiple applications like Payments, loyalty, gift card etc. without affecting other application's data.	YES/NO

Multi Merchant	Ability to support multiple merchants in the same application. This is mostly used under EMI environment.	**YES/NO**

Exhibit 2

Terminal Specifications Evaluation
(Bidders have to provide their response separately on the following technical specifications)

For Printer PoS:

Technical Specification	Criteria & points	Max. Score
POS Terminal Hardware & Processor	Processor Details: • CORTEX A5 **(15)** • ARM Cortex-A7 Quad Core with M3 32 bits & Above **(10)** Operating System • Any Operating System other than Android **(10)** Display Configuration: • 5.5" TFT LCD Capacitive touch screen **(15)** • 5.0" TFT LCD, Capacitive touch screen **(10)**	40
Security Features	Level of PCI approval: • PCI PTS 6.0 **(10)**	10
Memory	SDRAM+ Flash • 64 MB + 128 MB **(10)**	10

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Modem & Connectivity	1) Wireless wide area GSM/GPRS 4G compatible with 4G/2G + Wifi + Bluetooth **(10)** 2) Wireless wide area GSM/GPRS 4G compatible with 4G+ Wifi **(5)**	5
Printer	Integrated thermal with graphics capabilities standard roll paper 58 mm x 40 mm Plastic Bar Tear. (**05**) **Else- Nil**	5
Camera	1) Front Camera 1 MP + 1 MP Rear Camera (10) 2) Front Camera 1 MP + 0.5 MP Rear Camera (8) 3) Only Rear Camera 0.5 MP (5)	10
SIM Slots- Connectivity	Network details and communications supported ▪ Terminals With 02 or more SIM Slots options **(05)** ▪ Terminals with 1 SIM slot option (3)	5
Power/ Battery	• Battery Capacity 5000mAh or more voltage to be defined 5200mAH x 3.6V ⎱ 2600mAH x 7.2V ⎰ (10) Battery output: 2X 3.7V Capacity in mAh : 3500 mAh	10

	Net capacity: 16 Wh to 20 Wh, 3.7 V to 6.4 V	
	• Battery Capacity Less than 5000 mAh and greater than or equal to 2600mAh (05)	
Total		**100**

For Adhar Enabled PoS

Technical Specification	Criteria & points	Max. Score
POS Terminal Hardware & Processor	Processor Details: • ARM CORTEX A53 Qual core **(10)** • ARM Cortex-A7 Quad Core with M3 32 bits & Above **(5)** Operating System • Android 11 OS without GSM or above **(10)** • Android 10 OS or below but more than 8 **(5)** Number of SAM (Security Access Module)Slots: • 1 and more slots **(5)** Display Configuration: • 7." IPS, Capacitive touch screen **(20)** • Less than 7" upto 5" capacitive touch screen (10)	45
Security Features	Level of PCI approval: • PCI PTS 6.0 **(5)**	5
Memory	SDRAM+ Flash • 2 + 16 GB (**10**) • 1+ 8 GB **(5)**	10

Modem & Connectivity	GPRS Wireless wide area GSM/GPRS 4G compatible with 4G/2G + Wifi + Bluetooth **(5)** **Else- Nil**	5
Printer	Integrated thermal with graphics capabilities standard roll paper 58 mm x 40 mm Plastic Bar Tear. (**05**) **Else- Nil**	5
Camera	• Front Camera: 1 Mega Pixel or above and Rear camera 3 Mega Pixel or above with scan/Barcode facilities **(10)** • Front Camera: More than 0.3 Mega Pixel Less than 1 Mega Pixel. Rear camera 2 Mega Pixel or above less than 3 Mega Pixel with scan/Barcode facilities **(7)** • Rear camera 2 Mega Pixel **(5)**	10
SIM Slots- Connectivity	Network details and communications supported ▪ Terminals With 02 SIM Slots options **(05)** ▪ Terminals with 1 SIM slot Option **(3)**	5
Power/ Battery	• Battery Capacity 5000mAh or more voltage to be defined 5200mAH x 3.6V 2600mAH x 7.2V (10) Battery output: 2X 3.7V Capacity in mAh : 3500 mAh Net capacity: 16 Wh to 20 Wh, 3.7 V to 6.4 V	10

	• Battery Capacity Less than 5000 mAh and greater than or equal to 2600mAh **(05)**	
Fingerprint Reader	Fingerprint Reader (FBI Certified - Side Mounted) 256 x 360 pixel,508DPI (5) Else Nil	**5**
Total		**100**

For Printerless Android

Technical Specification	Criteria & points	Max. Score
POS Terminal Hardware & Processor	Processor Details: • ARM CORTEX A53 Qual core **(10)** • ARM Cortex-A7 Quad Core with M3 32 bits & Above **(5)** Operating System • Android 11 OS or above **(10)** • Android Below 11 OS but more than 8 **(5)** Display Configuration: • Above 3.5" IPS, Capacitive touch screen **(15)** • Less than 3.5" upto 3" IPS, Capacitive touch screen **(10)** • ~~Less than 3" upto 5" capacitive touch screen (5)~~	35
Security Features	Level of PCI approval: • PCI PTS 6.0 **(10)**	10
Memory	SDRAM+ Flash • 2 + 16 GB **(15)** • 1+ 8 GB **(10)**	15

Modem & Connectivity	GPRS Wireless wide area GSM/GPRS 4G compatible with 4G/2G + Wifi + Bluetooth **(5)** **Else- Nil**	5
Camera	• Front Camera: above 0.3 Mega Pixel **(10)** • Front Camera: 0.3 megapixel **(5)**	10
SIM Slots- Connectivity	Network details and communications supported ▪ Terminals With 02 SIM Slots options **(05)** ▪ Terminals with 1 SIM slot Option **(3)**	5
Power/ Battery	(Battery Specifications) 2600 mAh /3.6 v or above (10) More than 2000 mAh and less than 2600mAh (5)	10
Speaker	More than 3 Watt (10) 3 Watt (5)	**10**
Total		**100**

For Electronic Cash Register

Technical Specification	Criteria & points	Max. Score
POS Terminal Hardware & Processor	Processor Details: • ARM CORTEX A53 Qual core **(10)** • Application Processor: ARM Cortex-A7 Quad Core with M3 32 bits & Above **(5)** Operating System • Android 10 OS without GSM or above**(10)** • Android less than 10 OS **(5)** Number of SAM (Security Access Module)Slots: • 2 and more slots**(5)** • 1 Slot **(3)** Display Configuration: • Main display 10" IPS, Capacitive touch screen or above **(10)** 8" IPS Capacitive touch screen up to 10" **(5)** • Customer Facing 8" IPS, Capacitive touch screen or above **(10)** 5" IPS Capacitive touch screen up to 8" **(5)**	45
Security Features	Level of PCI approval: • PCI PTS 6.0 **(10)**	10
Memory	SDRAM+ Flash • 4 + 32 GB (**10**) • 2 + 16 GB **(5)**	10
Printer	Integrated thermal with graphics capabilities, 50 lines per second, (**05**)	5

Modem & Connectivity	GPRS Wireless wide area GSM/GPRS 4G compatible with 4G/2G + Wifi + Bluetooth **(5)** **Else- Nil**	5
Camera	Rear camera 5 Mega Pixel with scan/Barcode facilities **(10)** Rear camera 2 Mega Pixel with scan/Barcode facilities **(5)**	10
SIM Slots- Connectivity	Network details and communications supported - Terminals With 02 SIM Slots options **(05)** - Terminals with 1 SIM slot Option **(3)**	5
Power/ Battery	(Battery Specifications) 2600 mAh /7.2 v or above **(10)**	10
Total		**100**

Exhibit 3

Functional Specifications
(Bidders have to provide their response on the following functional parameters)

Functional Parameter	Criteria & points	Max. Scores
Terminal Management System	Relevance of Terminal management System to SBI Payments: Auto (Remote) Software Download. **(5)** Heartbeat functionality **(5)** Proactive alerting of terminals **(5)** Status of battery and Network **(5)** MIS support & Statistics Calculations **(5)**	25
Terminal Software Application	"Terminal software application" is rated on following parameters – ▪ Security offered by application system against unauthorized access. **(10)** ▪ Application Manager offers real time interruption troubleshooting. **(06)** ▪ Terminal application allows local and remote diagnostics. **(04)**	20

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Value Added Services capabilities	Vendor value added services will be evaluated on the spread of services offered as under: ▪ Loyalty programs (Customer/Merchant) **(02)** ▪ Utility Payment Applications. **(02)** ▪ Ticketing Solutions **(02)** ▪ EMI Solutions **(02)** ▪ Various kinds of retail applications etc. **(02)**	10
Expenses of Research & Development activities in last three years (Amt in INR and % of Gross global Turnover to be provided)	What Percentage of global revenue is spent on Research and Development ▪ Organization Spending more than 9 % **(10)** ▪ organization Spending Between 5 to 9 % **(07)** ▪ Organization Spending < 5 % **(00)**	10
No. of locations having Terminal	How many locations having Terminal Repair and Service Centers Across India? ▪ Having centers at > 10 locations	15

Repair Centers across India	**(15)** ▪ Having centers at ≥ 5 &<10 locations **(10)** ▪ Having centers at < 5 locations **(05)**	
Support and Release Management Philosophy	Vendors expertise on support and release management is defined on following parameters ▪ Vendor has robust requirement gathering process. **(02)** ▪ Vendor has quality assurance processes. **(02)** ▪ Vendor has centralized application version maintenance system. **(02)** ▪ Vendor has release management process to assure seamless releases and back up plan in case of failure. **(02)** ▪ Vendor should have agile support system **(02)**	10
Terminal Protocol Service	▪ Terminal protocol is ISO 8583 certified and supported through XML, JSON and other JAVA based applications architecture and Third Party System Messaging. **(10)** ▪ Terminal protocol is not ISO 8583 certified **(00)**	10
Total:		**100**

Evaluation Methodology

After evaluating the response of Bidders to the mandatory conditions of this RFP, fulfilment of eligibility criteria and other conditions described in this document, there will be a two stage evaluation process i.e. A. Technical Evaluation and B. Commercial Evaluation. Technical evaluation and evaluation of eligibility criteria will be done only to shortlist the Bidders for commercial evaluation. Final weightage of Technical and Commercial Parameters will be 0:100respectively.

4A: Technical Specification Evaluation Parameters and Weightings:

Technical parameters have been divided into two parts i.e. (i) POS Terminal Technical Specifications, and (ii) Terminal Functional Capabilities, which would contain weightage of 60:40 respectively. The Bidders are required to score minimum 60% marks in each sub-parameter and minimum combined score of 75% in technical evaluation for each type of terminal to be eligible for commercial bidding in that type of terminal. The technical evaluation parameter with maximum score there against for each part have been given below.

A (i) : POS Terminals Technical specifications:

SBI Payments has decided to allocate 60% of the total technical scores to technical specifications of POS terminals. Bidders should note that the SBI Payments is only interested in receiving proposals regarding technology and POS Terminal which is available today that can be supplied by them immediately on demand. The products offered should be available for demonstration as a Proof of Concept (POC). Any false claim made by a Bidder shall render the response/bid liable for rejection.

(Please refer to exhibit II for the details of evaluation criteria and points to be awarded for various parameters and sub-parameters. Please ensure that the response for all types of terminals for which quotes have been invited is in the same format and contains all the information in respect of the items mentioned in exhibit-2).

The bidder who fails to bid/provide technical specifications for each type or any one of terminal will be dis-qualified and shall not be considered for evaluation

A (ii) : Terminal Functional Capabilities

Bank will award 40% weightage upon the quality, detail, insight and overall relationship proposals. In this evaluation parameter, marks will be available for Bidder proposals on the basis of functional parameters.

(Please refer to exhibit III for the details of evaluation criteria and points to be awarded for various parameters and sub-parameters. Please ensure that the response for all three types of terminals for which quotes have been invited is in the same format and contains all the information in respect of items mentioned in exhibit-3).

4B. Commercial Evaluation Parameters & weightages

I. The commercial evaluation will be conducted separately for each type of POS terminal. The evaluation process will be undertaken through Reverse Auction method explained elsewhere in the RFP. The single commercial evaluation parameters would be the lowest price **(as per Price Breakup Schedule)** for each type of terminal quoted by the bidder during Reverse Auction. Such price shall be exclusive of applicable taxes like VAT, Service tax, local taxes, if any. Prices should be quoted inclusive of import duties and excise, if any.

The bidder who fails to bid/provide technical specifications for each type or any one of terminal will be dis-qualified and shall not be considered for evaluation.

III. It may be noted that commercial evaluation for each type of POS terminal shall be conducted as per the procedure explained in the RFP document on the basis of lowest price quoted by the bidders in Indian National Rupee (INR) for supply at any destination in India.

IV. The bidder quoting lowest price (L-1) in reverse auction shall emerge as preferred supplier. It may be noted that SBI Payments would prefer to obtain supplies from the L-1 Bidder. However, it may, at its sole discretion, procure supplies from other Bidders who match the price & terms due to the reasons mentioned elsewhere in this RFP, it that is considered desirable. The SBI Payments' decision in this regard will be final and binding upon the bidders.

4C. Others:

1. An agreement shall be executed between the SBI PAYMENTS and selected Bidder(s) containing detailed terms and conditions and technical specification. The agreement shall be valid for 60 months, However, the rate of PoS will be applicable for 12 months from the date of SLA execution and procurement will be made within 12 months of contract execution . The warranty of the terminal will start from the date of supply. The period of warranty will be 36 months from the date of invoice or supply.

2.The orders for supply of terminals will be placed in stages as per the SBI Payments requirement subject to the clause mentioned in para B (3) herein above.

3.Bidders should state how they propose to manage the relationship with the SBI Payments and include details of proposed key account management structure. Background and resume information of key staff should be outlined together with reporting lines of staff in India, escalation points within the Bidder's Indian business and how these fit to the Bidder's global business if applicable.

4. Structure charts should also be provided and details included regarding on-going account management and governance, the form and frequency of relationship reviews and Service Level Agreement (SLA) information for questions and escalations raised by the SBI Payments in a business as usual environment.

Annexure-C

Bill of Material and Compliances

Sr.No.	Particulars of Equipment required	Details of equipment to be supplied	Compliance (Y / N)
1	*Printer less Android PoS*		
3	*Printer PoS*		
4	*Aadhar Enabled PoS*		
5	*ECR*		

We confirm that we comply with all the specifications mentioned above & the terms & conditions mentioned in the RFP Document are acceptable to us.

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

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

Duly authorised to sign Bid for and on behalf of

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.	Particulars of the Authorized Signatory of the Bidder a. Name b. Designation c. Address d. Phone Number (Landline) e. Mobile Number f. Email Address	

Signature and Seal of Company

Scope of Work

Scope of Requirements

SBI Payment Services Pvt Ltd (SBI Payments) has pan India presence. In order to create high end POS infrastructure in the country to promote electronic transactions passing through the merchant locations, SBI Payments has plans to add over 1,03,000 (One Lakh Three Thousand only) PoS terminals in next 12 months at various Merchant establishments.

The present RFP is for requirement of 1,03,000 (One Lakh Three Thousand only) PoS POS terminals keeping in view the stock in hand for each type of POS terminal and to meet the business requirement. SBI Payments would have the option to review the prices and other terms of supply at any time, should that be considered desirable. However, once the final price is quoted, no escalation is permitted subsequently during the period of 12 months commencing from the date of execution of POS Purchase Agreement. Supply of POS terminals by the selected vendor for the said 12 months will not confer right to claim supply for the subsequent years requirements. However, SBI Payments reserves the right to procure supply at the same rate for the said period of 12 months. Further SBI Payments will also have an option to procure 25% additional terminals in addition to the quantity mentioned in the RFP, if need arises. As such in present case SBI Payments may procure up terminals from the shortlisted vendor(s) at the L-1 rate.

Tentative Requirement

Type of Terminal Indicative Number

Type of Terminal	Indicative Number
Printer less Android PoS with sound notification.	50,000
Printer PoS	50,000
Aadhar Enabled PoS	2,000
ECR	1,000
Total	**1,03,000**

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IT MAY ALSO BE NOTED THAT SBI Payments WILL NOT BE ABLE TO ADVISE SCHEDULE OF REQUIREMENTS AND WOULD PROCURE SUPPLIES AS PER ITS' ACTUAL REQUIREMENT OVER A PERIOD OF 12 MONTHS DEPENDING UPON ITS REQUIREMENT.

Although, the SBI Payments is confident about achieving the aforesaid numbers, the actual position would depend upon the situation obtaining at the material time including the Government Directives, statutory regulations, market conditions etc., and the SBI Payments does not assume any responsibility for short procurement/nil procurement/ variation/cancellation of orders whatsoever, in this regard. The roll out is envisaged PAN-India simultaneously and covers all types of Merchant Locations.

The POS terminals shall have to be branded having separate colour code and design as per its specifications. The terminals should be branded with SBI payments Logo and SBI Payments name. The details of branding shall be provided by SBI Payments,. The spirit behind this approach is that SBI Payments' POS terminals shall be identifiable and beof the latest technical specifications, equipped with all possible security features and value added services. SBI Payments intends to highlight such features for public awareness in order to impress upon the cardholder to use these terminals at merchant locations. Therefore, it is necessary that SBI Payments' POS should be separately identifiable in terms of colour, design and display. Bidders are also welcome to provide their innovative ideas, which they can provide to the SBI Payments along with their POS terminals to achieve the SBI Payments' objective of having distinctly identifiable POS terminals of the SBI Payments from other players in the field, along with the technical bid. The details related to branding shall be specifically provided by SBI Payments.

Apart from capacity to supply the required number of terminals, vendor should have capability to develop applications (software) and push it from remote

locations. Vendor should have sufficient number of service centres PAN India to take care of repairs of the terminals as and when required.

B. The facilitation process to respond to RFP

1.   The Bidders are required to submit detailed response to the RFP delineating their capabilities to supply the required POS terminals. A Pre-bid meeting will be arranged by the SBI Payments as per the schedule of activities provided at the end of this Section in order to provide clarifications to queries received from the bidders should that be considered relevant. The queries may be sent to the SBI Payments through email at the email addresses of the officials provided elsewhere in this section. However, the SBI Payments, at its sole discretion, reserves the right whether to respond or not to all / some of the queries received from the prospective Bidders or provide written clarifications. The SBI Payments will endeavour to respond to the queries of prospective Bidders received by the prescribed date from the eligible and prospective Bidders. SBI Payments will provide the response to those queries considered relevant to all entities who have been issued the RFP to ensure transparency in this regard. No oral response to a clarification request shall be construed as amending this RFP document. Nothing in this section shall be taken or read as compelling or requiring the SBI Payments to respond to any questions or to provide any clarifications. No extension of any deadline will be granted on the basis or grounds that the SBI Payments has not responded to any question or provided any clarification. SBI Payments, at its sole discretion, may issue addendum to the RFP, if considered desirable.

2. The Bidders are required to submit their detailed response to each of the qualification parameters seriatim listed elsewhere in this document. The documentary proof in support of all claims of performance, certification, standards, financials, references made in the responses may be enclosed failing which,   SBI Payments may not take cognizance of such qualification or even reject the response at its sole discretion. For any assertion made in response to the RFP, SBI Payments reserves the right to seek additional documentary proof, as deemed necessary. Non submission of required proof/

documentary evidence within the time limit prescribed by SBI Payments shall render the response void and it would be treated as withdrawn.

3. No further communication as regard to the venue and time for opening of responses except in case of change thereof will be provided. SBI Payments will notify the revised dates on its website in case any modification is made prior to the last date of submission of response or communicate to the contact person of each responding entities through email if a decision about the change of date is taken.

4. Should the Bidders desire to seek any clarification or any other information in this regard, they may do so by written communication/ email to the following officials:

Vice President (Vendor Management)
SBI Payment Services Pvt. Ltd.,
23rd Floor Urmi Estate, 95 Ganpatrao Marg, Lower Parel,
Mumbai - 400013

Annexure-F

INDICATIVE PRICE PROPOSAL/INDICATIVE COMMERCIAL BID

(Total Equipment Cost with 39 months Warranty with repair charges)

The Chief Operating Officer,
SBI Payment Services Pvt Ltd.
23rd Floor Urmi Estate,
95 Ganpatrao Marg, Lower Parel,
Mumbai – 400013

Dear Sir,

Ref: RFP No. SBI Payments/VM/2024-25/08 dated 10.10.2024.

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Indicative Price Bid of Rs._____ (Rupees _____)
(Total Proposal amount in words and figures) for supply, of the equipment's in conformity with the said Bidding documents

Sl. No.	Type of Terminals	Model	Unit Price (in INR)	Service Charges for Repair	Total Price(in INR) **
1					
2					
3					
4					

(** including cost of terminal, application software, TMS, service charges for repairs per unit, but excluding taxes)

Price discovery shall be made on the basis of the unit price (excluding tax).

**Repair cost to be compulsorily quoted and cannot exceed 4%of terminal cost
***Reverse auction shall be conducted on the basis of cost equipment per unit (i.e unit price).

****The bidder should ensure that they should bid for terminals which are new, unused and of the most recent model.

***** Service charges for repair shall be payable only after completion of warranty period.

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

_____
(Signature)   (Name)   (In the capacity of)
Duly authorised to sign Bid for and on behalf of

Annexure-G

Undertaking of Authenticity

To:

(Name and address of Procuring Office)

Sub: Undertaking of Authenticity for Hardware & Software Supplies
Ref: RFP No. SBI Payments/VM/2024-25/08 dated 10.10.2024

With reference to the equipment being quoted to you vide our Quotation No:_____ dated _____, we hereby confirm that all the components /parts /assembly / software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used. We also undertake to produce certificate from the Original Equipment Manufacturers (if required by you) in support of the above statement at the time of delivery / installation

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

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

4.   In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware / Software already billed, we agree to take back the equipments without demur, if already supplied and return the money if any paid to us by you in this regard.

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

Dated this .... day of 20

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

Duly authorised to sign Bid for and on behalf of
_____

ANNEXURE- H

MANUFACTURERS' AUTHORIZATION FORM

No.   Date:

To:

Dear Sir:

Ref: SBI Payments/VM/2024-25/08 dated 10th October 2024.

We,   who are established and reputable manufacturers / producers of _____having factories / development facilities at (*address of factory / facility)* do hereby authorise M/s _____ *(Name and address of Agent)* to submit a Bid, and sign the contract with you against the above Bid Invitation.

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

3. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Vendor:

   (a) Such Products as the SBI Payments may opt to purchase from the Vendor, provided, that this option shall not relieve the Vendor of any warranty obligations under the Contract; and

   (b) in the event of termination of production of such Products:

      (i)   advance notification to the SBI Payments of the pending termination, in sufficient time to permit the SBI Payments/Bank to procure needed requirements; and

      (ii)   following such termination, furnishing at no cost to the SBI Payments, operations manuals, standards, and specifications of the Products, if requested.

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

                                                                            Yours faithfully,

                                                    (Name of Manufacturer / Producer)

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

<div align="right"><u>**ANNEXURE-I**</u></div>

<u>**FORMAT FOR EMD BANK GUARANTEE**</u>

To:

Dear Sir,

<u>**EMD BANK GUARANTEE FOR**</u>
<u>**RFP FOR PROCUREMENT OF 1.03 LAKH PoS TERMINALS**</u>
<u>**RFP NO. SBI Payments/VM/2024-25/08 dated 10th October 2024**</u>

WHEREAS SBI Payment Services Pvt. Limited (SBI Payments), having its Registered Office at Nariman Point, Mumbai, and Corporate Office at 23rd Floor Urmi Estate, 95 Ganpatrao Marg, Lower Parel, Mumbai – 400013 has invited Request for Proposal for supply, and maintenance of PoS terminals *to SBI* Payment Services Pvt. Limited and such services as are set out in the SBI Payments   ,   Request   for   Proposal _____dated_____

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 SBI Payment Services Pvt. Limited , their Successors, assigns that in the event of the SBI PAYMENTS 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 Payments, pay without demur to the SBI Payments, a sum of Rs._____/- (Rupees _____ Only) that may be demanded by SBI Payments. 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 Payments 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 Payments 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 Payments within 24 hours from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI Payments under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI Payments and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI Payments.

6. We hereby further agree that –

a) Any forbearance or commission on the part of the SBI Payments 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 Payments to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment to us of the sum not exceeding Rs._____/- (Rupees _____ Only)

b) Our liability under these presents shall not exceed the sum of Rs._____/- (Rupees _____ Only)

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force upto 180 days provided that if so desired by the SBI Payments, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI Payments alone is the conclusive proof, whichever date is later.

f)   Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the SBI Payments against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Notwithstanding anything contained hereinabove:

(a) Our liability under this Bank Guarantee shall not exceed Rs………..………./- (Rupees …………………….only)

(b) This Bank Guarantee shall be valid upto ……………………….

(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before …………………

Yours faithfully,

For and on behalf of

_____
Authorized official.

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

ANNEXURE–J

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

THIS PERFORMANCE BANK GUARANTEE AGREEMENT executed at ……..this…….day of ……….. 2023 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"SBI PAYMENTS" (SBI Payment Services Private Limited)**is a subsidiary of State Bank of India established with the objective of carrying out Merchant Acquiring Business activities having its office at 23rd Floor Urmi Estate, 95 Ganpatrao Marg, Lower Parel, Mumbai – 400013 **(procuring office address),** hereinafter referred to as SBI PAYMENTS"" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

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

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

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

WHEREAS, the Bank Guarantee is required to be valid for a total period of _____ months and in the event of failure, on the part of Service Provider, to

fulfill any of its commitments / obligations under the RFP/Agreement, SBI Payments 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 Payments having agreed to entrust the Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI Payments, 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 Payments, pay SBI Payments forthwith the sums so demanded by SBI Payments in each of the demands, subject to a cumulative maximum amount of Rs._____/- (Rupees _____only).

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

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

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

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

(i) Any neglect or forbearance on the part of SBI Payments to Service Provider or any indulgence of any kind shown by SBI Payments 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 SBI Payments 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 Payments 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 Payments or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise

(v)   This guarantee shall be a continuing guarantee during its validity period and the SBI Payments can make its claim in one or more events within the total liability of the Guarantor mentioned herein.

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

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

Notwithstanding anything contained herein above:

(a) Our liability under this Bank Guarantee shall not exceed Rs……….………/- (Rupees ……………………only)

(b)This Bank Guarantee shall be valid upto………………………

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

Yours faithfully,

For and on behalf of Bank.

_____
Authorised official

ANNEXURE-K

PROFORMA OF CERTIFICATE TO BE ISSUED BY SBI PAYMENTS AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE OF THE HARDWARE / SOFTWARE / SERVICES

Date:

M/s.---------------

Sub: Certificate of commissioning of Solution

1. This is to certify that the products / equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) in accordance with the Contract/Specifications. The same has been installed and commissioned.

    a) Bid No. ._____ dated _____ ____

    b) Description of the Solution _____

    c) Quantity _____ _____

    d) Date of commissioning _____

    e) Date of acceptance test _____

2. Details of products not yet supplied and recoveries to be made on that account:

    S.No.   Description   Amount to be recovered

3. The acceptance test has been done to our entire satisfaction and Staff have been trained to operate the Product.

4. The Vendor has fulfilled his contractual obligations satisfactorily*
                                    or
    The Vendor has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

5. The amount of recovery on account of non-supply of Products is given under Para No. 2.

6. The amount of recovery on account of failure of the Vendor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature   _____

Name   _____

Designation with stamp _____

_____

*   Explanatory notes for filling up the certificates:

(a) The Vendor has adhered to the time schedule specified in the contract in dispatching the Products / Manuals pursuant to Technical Specifications.

(b) The Vendor has supervised the commissioning of the solution in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the Product.

(c) Training of personnel has been done by the Vendor as specified in the contract.

(d) In the event of Manuals having not been supplied or installation and commissioning of the Solution having been delayed on account of the Vendor, the extent of delay should always be mentioned.

ANNEXURE-L

Penalties & SLA terms

1. *Delivery of all non-branded equipment should be within 15 days from date of placing of order. In case of specific branded equipement the TAT of supply will be 30 days. In the event of any or all equipment(s) not being delivered, within a period of 15 days (for Non -branded)/30 days(for specific branded) from date of Purchase Order, a penalty of one (1) percent of the total cost of equipments for each week or part thereof of the delay, subject to maximum amount of ten (10) percent of the total cost of equipments will be charged to vendor. In case of the delivery of first lot of equipement(s) a delivery period of 45 days (for non-branded)/75 days (for specific branded) from the date of placing of order shall be permitted. The Penalty as applicable in such case shall be applicable after 45 days (for non-branded)/75 days (for specific branded), if delivery is not made. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware.*The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied products in the conditions prevailing in India.

2. Warranty for Hardware Components: Offsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 36 months from date of from date of delivery.

3. Warranty for the System Software/off-the-shelf Software will be provided to SBI Payments as per the general conditions of sale of such software.

4. The Vendor shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.

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5.   <u>Offsite comprehensive warranty:</u> The warranty would be off-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of three years from the date of acceptance of the hardware and software. The vendor will provide support for Operating Systems and other preinstalled software components during the warranty period of the hardware on which these software & operating system will be installed. The Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.

6.   During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:

a)   Free maintenance services during the period of warranty. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services.

b)   The VENDOR shall ensure that faults and failures intimated by SBI Payments/Bank are set right within 5 (five) working days of receiving the terminal at their repair centre. The maximum TAT (turnaround time) from the date of receipt of terminal at the repair centre to delivery of terminal at the TSP/Partner location will be 10 working days.In the event of the equipment not being repaired or a workable solution not provided during warranty period, a penalty of one (1) percent of the purchase price for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the purchase price will be charged to vendor. The vendor may provide temporary equivalent replacement as a workable solution to avoid the above penalty.

c)   Any penalty due during the Warranty/AMC period will be adjusted against the outstanding bill amounts or performance guarantee given by the Vendor.

d)   The VENDOR shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.

e)   All engineering changes generally adopted hereafter by the VENDOR for equipment similar to that covered by this

AGREEMENT, shall be made to the equipment at no cost to SBI Payments.

f)   Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.

g)   The Bidder shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 09:30 A.M. to 05:30 P.M. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to the SBI Payments/ BANK, with brand new parts or those equivalent to new parts in performance. For this purpose the VENDOR shall keep sufficient stock of spares at SBI Payment's premises and at the premises of The VENDOR.

h)   The VENDOR shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.

i)   SBI Payments shall not pay service charge if the terminal is to be repaired within a period of 90 days from the date of last repairs. Such cost shall have to be borne by the vendor.

j)   The vendor shall have to provide history of repair of a particular terminal while submitting invoice regarding repair charges.

k)   All engineering changes generally adopted hereafter by the VENDOR for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to SBI Payments

l)   Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.

7. Any worn or defective parts withdrawn from the equipment and replaced by the VENDOR shall become the property of the VENDOR and the parts replacing the withdrawn parts shall become the property of SBI Payments.

8. The VENDOR's maintenance personnel shall, be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.

9. However if SBI PAYMENTS desires to shift the equipment to a new site and install it thereof urgently, the VENDOR shall be informed of the same immediately. The SBI Payments shall bear the charges for such shifting and the VENDOR shall provide necessary arrangement to SBI Payments/ Bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the VENDOR.

10. SBI Payments shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for equipment similar to that covered by this Agreement.

11. NO term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

12. If, in any month, the VENDOR does not fulfill the provisions of clauses (b), (c), (d), (e) and (h) only the proportionate maintenance charges for that period during the month will be considered payable by SBI Payment Services Pvt. Limited without prejudice to the right of the SBI Payments to terminate the contract. In such event the VENDOR was credited without deducting the proportionate maintenance charges for that month, the SBI Payments can deduct the same from future payments payable or the VENDOR shall refund the amount forthwith to SBI Payment.   .

12. On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the Equipment, the

VENDOR shall indemnify/pay/reimburse the loss suffered by the SBI Payments/BANK.

14. **Future additions of Hardware / Software:**

14.1 The SBI Payments/ Bank would have the right to:

   a) Shift supplied systems to an alternative site of its choice.

   b) Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor.

   c) Expand the capacity / enhance the features / software supplied, either from the vendor, or developed in-house.

   provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the VENDOR cost of performing repair and maintenance service.

14.2 The warranty terms would not be considered as violated if any of (a), (b) or (c) above takes place. Should there be a fault in the operations of the system, the vendor, would not unreasonably assume that the causes lie with those components / software not acquired from them.

15. 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, SBI Payments at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the SBI Payments/Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the SBI Payments/Bank, at no extra cost to the SBI Payments, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of **as provided in Part-II, (Schedule of Events, Sl No 20)** on demand to the

SBI Payments, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period.

ANNEXURE-M

Service Level Agreement

AGREEMENT FOR PROCUREMENT OF 1.03 Lakh PoS TERMINALS

BETWEEN

………………………………………………………………………………

AND

**………………………………………………………………………………
…**

Date of Commencement   : _____

Date of Expiry   :_____

TABLE OF CONTENTS

AGREEMENT

This agreement for **Procurement of ………………….. (……………..) Pos Terminals** (hereinafter '**the Agreement**') made on _____ day of _____.

Between

SBI PAYMENT SERVICES PRIVATE LIMITED constituted under the Indian Companies Act, 1956 having its Registered office at 12th floor, State Bank Bhawan, Madam Cama Road, Nariman Point, Mumbai- 400002 and having one of its corporate Office at 23rd Floor Urmi Estate, 95 Ganpatrao Marg, Lower Parel, Mumbai – 400013 (hereinafter referred to as "SBI Payments" which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns) of the First Part.

And

M/s_____, incorporated as per Company Act having its registered office _____ and hereinafter referred to as "**Service Provider**" (Supplier of PoS) which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

SBI Payments and …………(service provider)…….. are sometimes individually referred to as a "Party" and collectively as "Parties" throughout this Agreement, and the words Party and Parties shall be construed accordingly.

Confidential & Proprietary

RECITALS

WHEREAS

(i) The SBI PAYMENTS is desirous of availing services for **Procurement of 1,03,000 PoS Terminals.**;

(ii) The Service Provider is in the business of providing **PoS Terminals** and has agreed to provide the services as may be required by the Bank mentioned in the Request of Proposal (RFP) No. **SBI Payments/VM/2024-25/08 dated 10th October 2024** issued by the SBI Payments, referred hereinafter as a "RFP" and same shall be part of this Agreement. However, the current SLA is related to Procurement of PoS terminals. The parties shall be bound by the terms and conditions in the RFP, subject to modifications in this Agreement.

(iii) The below listed products shall be purchased by SBI Payments and sold by -------------------- at the per unit price mentioned below and in accordance with the terms of this Agreement and as per the price agreed in writing with SBI Payments from time to time for which separate purchase orders will be placed by SBI Payments referring to this Agreement. SBI Payments envisages to procure ……………. POS terminals over a period of 36 months from the date of execution of agreement between SBI Payments and M/s……………... This estimate has been made on the basis of market feedback. However, it may be noted that SBI Payments does not assume any obligation, whatsoever, for the number of POS terminals actually to be purchased during aforesaid period. It may vary as per market situation and rapid change in technologies. Further, SBI Payments will also have an option to procure 25% additional terminals in addition to the quantity mentioned in the RFP, if need arises.

(iv)

PoS Type	Quantity	Amount	Total amount (Rs.)

(v)   Above prices are exclusive of GST and these will be reimbursable on actual basis by the SBI Payments. However, the prices are inclusive of logistics and CVD (countervailing duty).

(vi)   The products (PoS Terminals) should be duly certified by Card Schemes (Visa, Master Card, RuPay, AMEX, Discover, CUP, JCB etc), SBI PAYMENTS's Service Providers/partners

(vii)   Name and Logo of the SBI Payments/Bank shall be branded as per the specifications given by the SBI Payments at prominent place (clearly visible to the Card Holder) on the PoS Terminals as per new logo specification.

(viii)   The terminal is compliant with Europay, RuPay, AMEX, MasterCard, Visa, (EMV), JCB, Diners as well as standards mentioned by the Regulators (RBI, UIDAI, NPCI etc) which should be complied with and meets all the present and future regulatory requirements like PIN prompting, UKPT/DUKPT, TLE, BIS etc. M/s………….. shall be in a position to upgrade to DUKPT without any additional cost as and when required by SBI Payments.

(ix)   Service provider shall ensure that the specifications as detailed in Annexure V are fulfilled.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1   **DEFINITIONS & INTERPRETATIONS**

1.1   **Capitalised Terms :** The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement:

1.1.1 "**Agreement**" means this agreement including all its Annexure, Schedules, Appendix and all amendments therein agreed by the Parties in writing.

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

.

1.1.3 **"Project Cost"** means the price payable to Verifone under the Agreement for the full and proper performance of its contractual obligations.

1.1.4 **"SBI Payments"** shall mean the SBI Payment Services Private Limited.

1.1.5 **"Request for Proposal (RFP)"** shall mean RFP NO SBI Payments/VM/2024-25/08 dated 10th October 2024 along with its clarifications/ corrigenda issued by the SBI Payments time to time.

1.1.6 **"Service"** means services to be provided as per the requirements specified in the Agreement and any other incidental services and other obligations of the Service Provider covered under the Agreement.

1.1.7 **"Specification"** means the specifications that each point of sales terminal must comply with as more particularly detailed in Annexure V.

Interpretations:

1.1.8 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).

1.1.9 The singular includes the plural and vice verse.

1.1.10 Reference to any gender includes each other gender.

1.1.11 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.

1.1.12 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.

1.1.13 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.

1.1.14 The terms not defined in this Agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industry practices.

1.1.15 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.

1.1.16 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

2   **COMMENCEMENT & TERM**

2.1   This Agreement shall commence from its date of execution mentioned above.

2.2 *This Agreement shall be in force for a period of **05(Five)** year(s)from the date of execution, unless SBI PAYMENTS terminated by SBI Payments by notice in writing in accordance with the termination clauses of this Agreement.*

2.3 The SBI Payments/ Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of **02 (Two)** years on the same terms and conditions.

2.4 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

3 **SCOPE OF SERVICES:**

3.1 The scope and nature of the work which the Service Provider has to provide to the SBI PAYMENTS (Services) is as follows:

3.1.1 SBI PAYMENTS at its sole discretion, go in for fresh engagement by way of RFP or may decided to procure supplies from any one or all the shortlisted vendors during the subsequent years also or subsequent to termination or contract with M/s..............................

3.1.2 Key Injection in the terminals will be done by SBI Payments' technology service provider(s)/Partners. (M/s service Provider) has to provide all the necessary support for key injection, for any operational requirement of the TMS to SBI Payments' Technology Service Providers/Partners to cater further significant growth/expansion during the entire life cycle of the POS terminals. (service provider) would   not   be responsible for mismanagement of SBI Payments' keys by any third party/SBI Payments' service provider.

3.1.3 (Service Provider)- will   provide a comprehensive Terminal Management system ("TMS") which will facilitate capability to deploy and remote manager all aspects of the POS terminal lifecycle cost effectively. The TMS will provide for mass maintenance/scheduling, based on various criteria, location, and type of business etc. (Service Provider)- is aware that SBI Payments, wishes to undertake terminal management activities directly or through its Technology Services Provider(s)/Partner(s), and does not require (Service Provider)- to manage any aspects of this, other than in providing licenses and any related PoS Terminal.

3.1.4 For Products purchased by SBI Payments from (Service Provider)- and used in India, (Service Provider)- will provide the warranty (as detailed in the SLA terms and conditions for Terminal, software and Maintenance Services attached to RFP and subject to exclusions as detailed in Annexure I for a period of 39 months from the date of delivery of terminals at the designated locations/ warehouse of SBI Payments' TSP(s)/Partner(s). Transit insurance shall be for an amount equal to 110 percent of the value of the Products from "(Service Provider)- 's warehouse/site to SBI Payments' TSP/Partner warehouse/hub" on "All Risks" basis, valid up to delivery at TSPs/Partners location. Workmanship, material and software components of the Products shall conform to the requirements given in RFP. SBI Payments shall return the defective products (PoS Terminal components, spares, parts, kits as and when necessary) during warranty and (Service Provider)- shall repair or replace such products at its own expenses to the satisfaction of SBI Payments. During the three year warranty period, maintenance/upgradation of terminal application, necessary for smooth functioning of PoS terminal will be responsibility of (Service Provider)- and (Service Provider)- shall ensure that faults and failures intimated by SBI Payments are set right within 5 (five) working days of receiving the terminal and their repair centre. The maximum TAT (turnaround time) from the date of receipt of terminal at the repair centre to delivery of terminal to designated location will be 10 (ten) working days.

3.1.5 (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 standard recognized by international professional bodies and shall observe sound management practices. It shall employ appropriated advanced technology and safe and effective equipment, machinery, material and methods.

3.1.6 (Service Provider)- has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to SBI Payments.

3.1.7 (Service Provider)- shall duly intimate to SBI Payments immediately, the changes, if any in the constitution of (Service Provider)-.

3.1.8 The Service Provider represents and warrants to SBI Payments that the services and products provided by (Service Provider)- to SBI Payments do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.

3.1.9 (Service Provider)- warrants SBI Payments against any license or IPR violations on its part or on the part of subcontractor, wherever permitted, in use of any technology/software/product for performing services or developing software for SBI Payments as part of this Agreement.

3.1.10 In the event of the equipment not being repaired or a workable solution not provided during Warranty period, a penalty of one (1) percent of the total consideration for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total consideration will be charged to (Service Provider)-.

3.1.11 Except in respect of the indemnification obligation of (Service Provider)- under Section 17.3 below, in all other cases (Service Provider)-'s aggregated liability for direct damages herein shall be limited to the maximum amount of Rs. …………/- (Rs. ……………….. only) representing the expected value of order to be placed under the Purchase orders to be issued from time to time under this RFP/ SLA and hence the Contract Value of this agreement.

3.1.12 Nothing contained in this Agreement shall impair SBI Payments right to claim damage without any limitation for an amount equal to the loss suffered for non-performance of software in addition to its rights at law or equity.

4   REPRESENTATIONS AND WARRANTIES

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

4.1.1 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.

4.1.2 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.

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

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

4.1.5 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.

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4.2   Additional Representation and Warranties by SBI Payments: NIL

4.3   Additional Representation and Warranties by (Service Provider)-.

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

4.3.2 (Service Provider)- has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to SBI Payments.

4.3.3 (Service Provider)- shall duly intimate to SBI Payments immediately, the changes, if any in the constitution of (Service Provider)-.

4.3.4 The services and products provided by (Service Provider)- to SBI Payments do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.

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

4.3.6 (Service Provider)- warrants that the products supplied under the Agreement are new, unused, of the most recent or as per specification or model no mentioned in above mention para iii and they incorporate all   recent improvements in design and / or features. (Service Provider)- further warrants that for the 36 months warranty period, all the products supplied under this Agreement shall have no defect, arising from design or from any act of omission of (Service Provider)-, that my develop under normal use of the supplied products in the conditions prevailing in India.

4.3.7 (Service Provider)- shall make all endeavours to provide the Services promptly and diligently, as provided under the terms of this Agreement. Subject to dependencies on SBI Payments in performance of Services and any force majeure events, (Service Provider)- also undertakes to ensure that no delays or disruption is caused in the execution or completion of the Services and that no additional costs are incurred by SBI Payments in relation to the Services.

Warranty for PoS Terminal Components : (Service Provider)- shall ensure that a comprehensive warranty shall be obtained for all the PoS Terminal components including free replacement of spares, parts, kits as and when necessary will be 39 months from the date of delivery subject to Exclusion Terms as detailed out in Annexure I.

4.3.8 Warranty for the System software/off-the -shelf Software will be provided to SBI Payments as per the general conditions of seal of such software.

4.3.9 Comprehensive warranty : (Service Provider)- shall ensure that the warranty herein would be comprehensive in nature and back to back support from the OEM. (Service Provider)- will warrant all the PoS Terminal/Mobile terminal/Electronic cash Register and software will be free of and against defects including those arising out of faulty design, materials and media workmanship etc. and ensure such warranty remains valid and existing for a period of three years from the date of delivery of the PoS Terminal and software. Any defect found in the product i.e. hardware or software during the intervening period between date of acknowledgement of deliver of delivery of terminals and accessories and date of commencement of warranty, it will be replaced immediately by (Service Provider)- without any cost to SBI Payments. (Service Provider)- will provide support from Operating Systems and other preinstalled software components during the warranty period of the PoS Terminal on which these software and operating system will be installed. (Service Provider)- shall repair or replace worn out or defective parts including all plastic parts of the equipment at its own cost including cost of transport. After repair of the terminal, the cost of transport from the service centre to the TSPs'/Partners' designated locations shall have to be borne by (Service Provider)-.

4.3.10 During the term of the Agreement, (Service Provider)- will provide the following repairs and maintenance services:

a)   Free maintenance services during the period of warranty. Professionally qualified personnel who have expertise the PoS terminal and system software supplied by (Service Provider)- will provide these services.

b)   (Service Provider)- shall rectify any defects, faults and failure in the equipment and shall repair/replace worn out or defective parts of the equipment. In order to repair or rectify and defects, faults and failures in the equipment within the period mentioned in section 3.1.10, the engineers of (Service Provider)- may be required to work beyond their normal schedules in case the situation so warrants. In cases where unserviceable parts of the equipment need replacement, (Service Provider)- shall replace such parts, at no extra cost to SBI Payments, with brand new parts. For this purpose (Service Provider)- shall keep maintain sufficient stock of spares at the premises of (Service Provider)-.

c) (Service Provider)- shall ensure that faults and failures intimated by SBI Payments or its Service provider are set right within the agreed TAT.

d) (Service Provider)- shall ensure that the full configuration of the PoS terminal is available to SBI Payments in proper working Condition.

e) In the event of the PoS Terminal not being repaired or a workable solution not provided during warranty period, a penalty of one (1) percent of the total consideration for each week or part thereof the delay, subject to maximum amount of Ten (10) percent of the total consideration will be charged to (Service Provider)-. (Service Provider)- may provide temporary equivalent replacement as a workable solution to avoid the above penalty. If (Service Provider)- fails to pay to SBI Payments on demand, any penalty due during the warranty period such penalty will be adjusted from the performance guarantee provided by (Service Provider)-. Qualified maintenance engineers of (Service Provider)- who are totally familiar with the equipment shall perform all repairs and maintenance service described herein.

4.3.11 Any worn of defective parts withdrawn from the equipment and replaced by (Service Provider)- shall become the property of (Service Provider)- and the parts replacing the withdrawn parts shall become the property of SBI Payments. (Service Provider)- further agrees to destroy and delete all confidential information and data of SBI Payments or its customers contained in such worn of defective parts.

4.3.12 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent has been waived or consented in writing and signed by SBI Payments.

4.3.13 Subject to the limits specified in Clause 17 (Limitation of Liability), on account of any negligence, commission or omission by (Service Provider)- or its employees/engineers and if any loss or damage caused to the Equipment or SBI Payments, (Service Provider)- aggregate liability for direct damages, regardless of the cause, shall be limited to the expected aggregate order value (i.e. Rs.) and hence the Contract Value of this Agreement. However the limitation of liability mentioned herein shall not be applicable to the IPR (Intellectual Property Rights) indemnity. Except as agreed in this Agreement, under no circumstances can (Service Provider)- be bound vis-à-vis SBI Payments for the reparation of any indirect or consequential losses of or punitive damages.

4.3.14 Future additions of Software and positioning of PoS Terminals :

SBI Payments would have the right to:
a) Shift supplied systems to an alternative site of its choice,
b) Disconnect/connect software acquired from another vendor.
c) Expand the capacity/enhance the features /software supplied, either from (Service Provider)-, or developed in-house.

4.3.15 Provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase (Service Provider)- cost of performing repair and maintenance service.

4.3.16 The warranty terms would not be considered as violated if any or (a), (b) or (c) in 4.3. 14 above takes place, should there be a fault in the operations of the system, (Service Provider)-, would not unreasonably assume that the causes lie with those components/ software not acquired from them.

4.3.17 The ownership and source code of the customized software developed specifically for SBI Payments shall be PCIDSS compliant and be deposited with SBI Payments or kept under escrow arrangement and the source code shall be open for review by SBI Payments at any point of time. The source code and compiling processes for the solution/product should be made available to SBI Payments or be deposited in escrow account in India only. As and when source code undergoes change, periodic updates shall be updated to escrow account.

4.3.18 (Service Provider)- will be responsible for arranging and procuring all relevant permissions / road permits, etc. for transportation of the equipment to the designated location/warehouse of SBI Payments TSP.

5 RESPONSIBILITIES OF SBI Payments

5.1 Any software provided by (Service Provider)- under the Agreement/RFP shall be governed by the below standard license:

a (Service Provider)-'s products and software contain proprietary electronics, software and technical information of (Service Provider)- or its licensor and that ownership of all patents, copyrights, mask work rights, trademarks, trade names and other intellectual property rights relating to or residing in the products and software shall remain with (Service Provider)- or its licensor.

b Without limiting clause a above, with regard to any software being provided by (Service Provider)- to SBI Payments, (Service Provider)- grants to licensee a non-exclusive, non- transferable limited license to use such software (in object code form only) together with the products and software provided by (Service Provider)- in India subject to the restrictions imposed in clause (c) below.

c SBI Payments may not reverse engineer, decompile, disassemble, translate, copy, modify, alter or otherwise change any product, or part, or otherwise obtain the source code for any software provided by (Service Provider)- by any means, without the prior express written consent of (Service Provider)-.

d   If SBI Payments shares the software with their (Service Provider)- for the purpose of testing the software with (Service Provider)- Products, software and services, such sharing shall be under obligations of confidentiality and in accordance with this standard licence.

6   RESPONSIBILITIES OF (Service Provider)-

6.1.   The responsibility of (Service Provider)- is as per the scope of work as provided in Clause 3, the Specifications provided in Annexure V and other provisions of the Agreement.

7   **CONFIDENTIALITY**

7.1   For the purpose of this Agreement, Confidential Information shall mean (i) information of all kinds, whether oral, written or otherwise recorded including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.

7.2   In consideration of each Party providing the other Party or its' representatives with the Confidential Information, the Parties agree as follows:

7.2.1 Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.

7.2.2 Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.

7.2.3 Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and those of its subsidiaries who are involved in the negotiation or evaluation of the Project, and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.

7.2.4 The confidentiality obligation shall not apply to such portions of the Confidential Information (other than the Customer details/ data of SBI Payments) which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement, (ii) were in its possession on a non-confidential basis prior to the date hereof or (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information.

7.2.5 In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

7.2.6 In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, that (i) no notes, memoranda, analyses, studies or other documents prepared by it or its advisers in connection with the Services shall be returned or destroyed, but they shall be disposed in accordance with any specific directions in this Agreement or held and kept confidential, and that (ii) each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.

7.2.7 By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or wilful default.

7.3 (Service Provider)- shall not, without SBI Payments prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of SBI Payments in connection therewith, to any person other than a person employed by (Service Provider)- in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.

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7.4   (Service Provider)- shall not, without SBI Payments prior written consent, make use of any document or information received from SBI Payments except for purposes of performing the services and obligations under this Agreement.

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

7.6   The obligations set out in this Article shall continue even after the termination/ expiry of this Agreement. Confidentiality obligations of (Service Provider)- in respect of any customer data/ details of SBI Payments shall be absolute, unconditional and without any time limit, irrespective of the expiry/ termination of the Agreement.

7.7   (Service Provider)- agrees to indemnify and hereby keeps SBI Payments indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which SBI Payments may suffer or incur on account of breach of confidentiality obligations as per this Agreement by (Service Provider)- or its employees, agents, representatives, Sub-contactors. (Service Provider)- further agrees to make good the loss suffered by SBI Payments upon first demand by SBI Payments which shall be final, conclusive and binding on (Service Provider)-.

8   RELATIONSHIP BETWEEN THE PARTIES.

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

8.2   Neither (Service Provider)- nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of SBI Payments.

8.3   None of the employees, representatives or agents of (Service Provider)- shall be entitled to claim permanent absorption or any other claim or benefit against SBI Payments.

8.4   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.

8.5   All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.

9 SUB-CONTRACTING

9.1 No sub-contracting of any part of the Services by (Service Provider)- shall be allowed other than those specifically mentioned in this Agreement or agreed by SBI Payments in writing.

9.2 (Service Provider)- agrees to obtain prior approval/consent of SBI Payments of the use of sub-contractors by (Service Provider)- for any part of the Services.

9.3 Before engaging Sub-Contractor, (Service Provider)- shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of SBI Payments and SBI Payments should have access to such records.

9.4 In the event of sub-contracting (Service Provider)- shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and (Service Provider)- shall ensure that the secrecy and faith of SBI Payments data / processes is maintained.

9.5 Notwithstanding approval of SBI Payments for sub-contracting, (Service Provider)- shall remain liable to SBI Payments for all acts/omissions of sub-contractors.

9.6 In respect of that part of the services where chain outsourcing and sub-contractors are permitted by SBI Payments, the sub-contractor should have same level of obligations as that of (Service Provider)- and (Service Provider)- agrees to obtain suitable documents in this regard from the sub-contractor.

10 PERFORMANCE GUARANTEE & PENALTY

10.1 (Service Provider)- has to furnish a performance guarantee for an amount of 15% of the purchase order value for a period of 36 Months from a Scheduled Commercial Bank other than State Bank of India or its Associate Banks in a format provided/ approved by SBI Payments. Separate Performance Guarantee shall have to be submitted for each entity and for each purchase order.

10.2 The performance guarantee is required to protect the interest of SBI Payments 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 (Service Provider)- results in imposition of liquidated damages then also SBI Payments reserves the right to invoke the performance guarantee.

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

10.4 Any unexcused delay by (Service Provider)- in the performance of its obligations shall render (Service Provider)- liable to termination of the Agreement for default.

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

10.6 (Service Provider)- shall be liable to pay penalty at the rate mentioned below in respect of any delay beyond the permitted period in providing the Services.

10.7 Delivery of all equipment should be within 15 days (Non-branded) and 30 days (for specific branded) from date of placing of order in case of terminals. In the event of the any or all equipment(s) not being delivered, within a period of 15 days (for Non-branded)/30 days (for specific branded) from date of Purchase Order, a penalty of one (1) percent of the total cost of equipment for each week or part thereof of the delay, subject to maximum amount of ten (10) percent of the total cost of equipment will be charged to (Service Provider)-. In case of the delivery of first lot of terminals a delivery period of 45 days (for non branded)/75 days (for branded) from the date of placing of order shall be permitted. The Penalty as applicable in such case shall be applicable after 45 days (for Non-branded)/75 days (for branded), if delivery is not made. This amount of penalty so calculated shall be deducted at the time of making final payment of invoices. In addition to the penalty on delayed supplies, SBI Payments also reserves the right to cancel the Purchase Order and forfeit the EMD/PBG

10.8 (Service Provider)- warrants that the products supplied under the Agreement are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. (Service Provider)- further warrants that all the Products supplied under this Agreement shall have no defect, arising from design or from any act of omission of (Service Provider)- that may develop under normal use of the supplied products in the conditions prevailing in India.

10.9 Warranty for Hardware Components: Offsite Comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 36 months from date of delivery at designated location.

10.10 Warranty for the System Software/off-the-shelf Software will be provided to SBI Payments as per the general conditions of sale of such software.

10.11 (Service Provider)- shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to (Service Provider)-, these guarantees are not attained in whole or in part (Service Provider)- shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Agreement at its own cost and expense and to carry out further performance tests.

10.12 Off-site comprehensive warranty: The warranty would be offsite comprehensive in nature and back to back support from the OEM. (Service Provider)- will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of three years from the date of acceptance of the hardware and software. (Service Provider)- will provide support for Operating Systems and other preinstalled software components during the warranty period of the hardware on which these software & operating system will be installed. (Service Provider)- shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport. The warranty would not include free of cost battery & adapter replacement.

10.13 During the term of the Agreement, (Service Provider)- will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:

a)   Free maintenance services during the period of warranty. Professionally qualified personnel who have expertise in the hardware and system software supplied by (Service Provider)- will provide these services.

b)   (Service Provider)- shall ensure that faults and failures intimated by SBI Payments are set right within 5 (five) days of receiving the terminal at their repair centre. The maximum TAT (turnaround time) from the date of receipt of terminal at the repair centre to delivery of terminal at the merchant location will be 10 days.

c)   In the event of the equipment not being repaired or a workable solution not provided during warranty period, a penalty of one (1) percent of the purchase price for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the purchase price will be charged to (Service Provider)-. (Service Provider)- may provide temporary equivalent replacement as a workable solution to avoid the above penalty.

d)   Any penalty due during the Warranty/AMC period will be adjusted against the outstanding bill amounts or performance guarantee given by (Service Provider)-.

e)   (Service Provider)- shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.

f)   All engineering changes generally adopted hereafter by (Service Provider)- for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to SBI Payments.

g)   Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.

h)   (Service Provider)- shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 9.30 A.M. to 5.30 P.M. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of (Service Provider)- are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, (Service Provider)- shall replace such parts, at no extra cost to SBI Payments, with brand new parts or those equivalent to new parts in performance. For this purpose (Service Provider)- shall keep sufficient stock of spares at SBI Payments premises and at the premises of (Service Provider)-.

i)   (Service Provider)- shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.

j)   SBI Payments shall not pay service charge if the terminal is to be repaired within a period of 90 days from the date of last repairs. Such cost shall have to be borne by (Service Provider)-.

k)   (Service Provider)- shall have to provide history of repair of a particular terminal while submitting invoice regarding repair charges.

l)   All engineering changes generally adopted hereafter by (Service Provider)- for equipment similar to that covered by this Agreement, shall be made to the equipment at no cost to SBI Payments.

m)   Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.

10.14 Any worn or defective parts withdrawn from the equipment and replaced by (Service Provider)- shall become the property of (Service Provider)- and the parts replacing the withdrawn parts shall become the property of SBI Payments.

10.15 (Service Provider)-'s maintenance personnel shall, be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.

10.16 However if SBI Payments desires to shift the equipment to a new site and install it thereof urgently, (Service Provider)- shall be informed of the same immediately. SBI Payments shall bear the charges for such shifting and (Service Provider)- shall provide necessary arrangement to SBI Payments in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on (Service Provider)-.

10.17 SBI Payments shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust

within the acceptable limits required for equipment similar to that covered by this Agreement.

10.18 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

10.19 If, in any month, (Service Provider)- does not fulfill the provisions of clauses (b), (c), (d), (e) and (h) only the proportionate maintenance charges for that period during the month will be considered payable by SBI Payments without prejudice to the right of SBI Payments to terminate the contract. In such event (Service Provider)- was credited without deducting the proportionate maintenance charges for that month, SBI Payments can deduct the same from future payments payable or (Service Provider)- shall refund the amount forthwith to SBI Payments on demand by SBI Payments.

10.20 Subject to the limits specified in Clause 17 (Limitation of Liability), on account of any negligence, commission or omission by the engineers of (Service Provider)- and if any loss or damage caused to the Equipment, (Service Provider)- shall indemnify/pay/reimburse the loss suffered by SBI Payments.

10.21 Future additions of Hardware / Software:
SBI Payments would have the right to:
i. Shift supplied systems to an alternative site of its choice;
ii. Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor;
iii. Expand the capacity / enhance the features / software supplied, either from (Service Provider)- or developed in-house provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the VENDOR cost of performing repair and maintenance service.

10.22 The warranty terms would not be considered as violated if any of (i), (ii) or (iii) above takes place. Should there be a fault in the operations of the system, (Service Provider)-, would not unreasonably assume that the causes lie with those components / software not acquired from them.

10.23 In the event of failure of (Service Provider)- to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, SBI Payments at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, SBI Payments shall give prior notice to (Service Provider)-. (Service Provider)- shall continue to provide services as per the terms of

contract until a 'New Vendor' completely takes over the work. During the transition phase, (Service Provider)- shall render all reasonable assistance to the new vendor within such period prescribed by SBI Payments, at no extra cost to SBI Payments, for ensuring smooth switch over and continuity of services. If (Service Provider)- is breach of this obligation, they shall be liable for liquidated damages as provided in Part-II, (Schedule of Events, Sr. No. 18 of RFP) on demand to SBI Payments, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period

11   FORCE MAJEURE

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

11.2   For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, vis major acts of Government that affect a party's ability to conduct regular business but do not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

11.3 If a Force Majeure situation arises, (Service Provider)- shall promptly notify SBI Payments in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by SBI Payments in writing, (Service Provider)- shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

11.4   If the event of Force Majeure continues for a period more than 30 days, SBI Payments shall be entitled to terminate this Agreement at any time thereafter. 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.

12   COMPLIANCE WITH LAWS.

12.1 (Service Provider)- hereby agrees and declares that it shall be the sole responsibility of (Service Provider)- to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by (Service Provider)- as envisaged under this agreement.

12.2 (Service Provider)- shall procure and maintain all necessary licenses permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement.

12.3 (Service Provider)- shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents, representatives and sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Laws relating to Contract Labour, Minimum Wages, etc., and SBI Payments shall have no liability in these regards. Further, (Service Provider)- would indemnify/make good for the losses to SBI Payments for non-compliance or any claims against SBI Payments arising out of any non-compliance as above.

12.4 (Service Provider)- confirms that it has full authority to enter into this Agreement and render the Services as envisaged under this Agreement and all Corporate or other necessary approvals have been obtained for entering into this Agreement with SBI Payments. Further, the persons executing this Agreement on behalf of (Service Provider)- have full authority and power to execute this Agreement and bind (Service Provider)-.

13   RIGHT TO AUDIT

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

13.2 Where any deficiency has been observed during audit of (Service Provider)- on the risk parameters finalized by SBI Payments or in the certification submitted by the Auditors, it is agreed upon by (Service Provider)- that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that (Service Provider)- shall provide certification of the auditor to SBI Payments 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 SBI Payments, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of SBI Payments / Reserve Bank of India and or any regulatory authority required for conducting the audit. SBI Payments reserves the right to call and/or retain for any relevant material information / reports

including audit or review reports undertaken by (Service Provider)- (e.g., financial, internal control and security reviews) and findings made on (Service Provider)- in conjunction with the services provided to SBI Payments.

14 FEES, TAXES DUTIES & PAYMENTS

14.1 (Service Provider)- shall be paid fees and charges in the manner detailed in hereunder written subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by SBI Payments.

14.1.1 The payment will be processed within 30 days from the date of delivery or submission of complete and correct invoice, whichever is later. In both cases, acknowledgement of receipt of terminals by SBI Payments' TSP is mandatory.

14.2 All other taxes including service tax, duties and other charges which may levied shall be borne by (Service Provider)- and SBI Payments shall not be liable for the same.

14.3 All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by (Service Provider)-

15 GENERAL INDEMNITY

15.1 (Service Provider)- agrees and hereby keeps SBI Payments indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which SBI Payments may suffer or incur on account of any deficiency in Services rendered by (Service Provider)- or (Service Provider)-'s breach of its warranties, covenants, declarations or 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 SBI Payments on first demand made by SBI Payments in this regard which shall be final conclusive and binding on (Service Provider)-.

15.2 (Service Provider)- further undertakes to promptly notify SBI Payments in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, SBI Payments 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.

15.3 (Service Provider)- shall be directly and vicariously liable to indemnify SBI Payments in case of any misuse of data/information of SBI Payments by (Service Provider)-, deliberate or otherwise.

15.4 (Service Provider)- shall indemnify and keep fully and effectively indemnified SBI Payments against any fine or penalty levied on SBI Payments for improper payment of tax for the reasons attributable to (Service Provider)-.

15.5 (Service Provider)- shall indemnify and keep fully and effectively indemnified SBI Payments against all costs, claims, damages, demands, expenses and liabilities of 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 software or any other product under this Agreement, subject to the following condition(s):

15.5.1 SBI Payments shall promptly notify (Service Provider)- in writing of any allegations of infringement of which it has notice;

15.5.2 SBI Payments shall not make any admission of claims causing prejudice to the defence of (Service Provider)- against such claims without (Service Provider)-'s prior written consent.

16   TERMINATION

16.1 SBI Payments may, without prejudice to any other remedy for breach of Agreement, upon written notice of not less than 30 (thirty) days sent to (Service Provider)-, terminate the Agreement in whole or in part:
(a) if (Service Provider)- fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by SBI Payments;
(b) if (Service Provider)- fails to perform any other obligation(s) under the RFP or this Agreement;
(c) if (Service Provider)- violates any terms and conditions stipulated in the RFP or this Agreement;
(d) on the happening of any termination event mentioned herein above in this Agreement;

16.2 SBI Payments, by written notice of not less than 90 (ninety) days sent to (Service Provider)-, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for SBI Payments' convenience, the extent to which performance of (Service Provider)- under the Agreement is terminated, and the date upon which such termination becomes effective.

16.3 SBI Payments shall have a right to terminate the Agreement immediately by giving a notice in writing to (Service Provider)- in the following eventualities:

16.3.1 If any Receiver/Liquidator is appointed in connection with the business of (Service Provider)- or (Service Provider)- transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority/Regulator which has the effect of suspension of the business of (Service Provider)-.

16.3.2 If (Service Provider)- applies to the Court or passes a resolution for voluntary winding up of (Service Provider)- or any other creditor / person files a petition for winding up or dissolution (Service Provider)-.

16.3.3 If (Service Provider)-, in the reasonable opinion of SBI Payments is unable to pay its debts or discharge its liabilities in normal course of business.

16.3.4 If (Service Provider)- is unable to render the services up to the mark as envisaged under this Agreement upon a reasonable assessment of the circumstances by SBI Payments which affect rendering of the services by (Service Provider)- as envisaged under this Agreement.

16.3.5 If any acts of commission or omission on the part of (Service Provider)- or its agents, employees, sub-contractors or representatives, in the reasonable opinion of SBI Payments tantamount to fraud or prejudicial to the interest of SBI Payments or its customers.

16.3.6 If (Service Provider)- is owned/ controlled wholly/ partly by any other third party that has business identical or similar to that of SBI Payments operating in India

16.3.7 If any officer/ employee/ director of (Service Provider)- or their relatives as defined in section 2(77) of the Companies Act, 2013 becomes a director of SBI Payments.

16.4   In the event SBI Payments terminates the Agreement in whole or in part for the breaches attributable to (Service Provider)-, it may procure, upon such terms and in such manner as it deems appropriate, products and services similar to those undelivered, and (Service Provider)- shall be liable to SBI Payments for any increase in cost for such similar products and/or services. However, (Service Provider)- shall continue performance of the Agreement to the extent not terminated.

16.5 In the event of the termination of the Agreement, (Service Provider)- shall be liable and responsible to return to SBI Payments all records, documents, data and information including Confidential Information pertains to or relating to SBI Payments in its possession.

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

16.7 In the event of termination of the Agreement or on the expiry of the term/ renewed term of this Agreement, (Service Provider)- shall render all reasonable assistance and help to SBI Payments and any new contractor engaged by SBI Payments for the smooth switch over and continuity of the Services or if so

required by SBI Payments take all necessary steps to bring the Services to a close in a prompt and orderly manner.

16.8 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:
(a) such rights and obligations as may have accrued on the date of termination or expiration;
(b) the obligation of confidentiality and indemnity; and
(c) any right which a Party may have under the Application Law.

17   LIMITATION OF LIABILITY

17.1 For breach of any obligation mentioned in this Agreement, subject to obligations mentioned in clause 17.3, in no event (Service Provider)- shall be liable for damages to SBI Payments arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project i.e. INR (Rupees only)

17.2 (Service Provider)- will ensure SBI Payments' data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/SBI Payments' related information to the extent of loss so caused.

17.3 The limitations on liability of (Service Provider)- set forth herein shall not apply in circumstances including but not limited to:
a. claims that are the subject of indemnification pursuant to IPR infringement;
b. damage(s) occasioned by the gross negligence, fraud or wilful misconduct of Service Provider;
 c. damage(s) occasioned by Service Provider for breach of Confidentiality Obligations;
d. when a dispute is settled by the Court of Law in India;
e. regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the SBI PAYMENTS/Bank, provided such guidelines were brought to the notice of Service Provider and non-compliance is due to the vendor.

18   CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS.

18.1 (Service Provider)- shall arrange and ensure proper contingency plans to meet any unexpected obstruction to (Service Provider)- or any employees or sub-contractors of (Service Provider)- in rendering the Services or any part of the same under this Agreement to SBI Payments.

18.2 (Service Provider)- agrees for the following continuity arrangements to ensure the business continuity of SBI Payments.

18.2.1 In the event of this Agreement comes to end on account of termination or by the expiry of the term/ renewed term of the Agreement or otherwise, (Service Provider)- shall render all reasonable assistance and help to SBI Payments and

to any new contractor engaged by SBI Payments, for the smooth switch over and continuity of the Services.

18.2.2 In the event of failure of (Service Provider)- to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, SBI Payments at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, SBI Payments shall give prior notice to (Service Provider)-. (Service Provider)- shall continue to provide services as per the terms of this Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, (Service Provider)- shall render all reasonable assistance to the new Service Provider within such period prescribed by SBI Payments, at no extra cost to SBI Payments, for ensuring smooth switch over and continuity of services. If (Service Provider)- is breach of this obligation, they shall be liable for paying a penalty of 10% of the total contract value on demand to SBI Payments, which may be settled from the payment of invoices or performance guarantee for the contracted period.

19   ARBITRATION

19.1 Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein, or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 (Arbitration Act) or any amendments thereof. Prior to submitting the Disputes to arbitration the parties shall make all endeavours to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.

19.2 The place of arbitration shall be at Mumbai and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a mutually appointed sole arbitrator. If the Parties are unable to agree upon a sole Arbitrator, each Party shall appoint one arbitrator and the two arbitrators so appointed by the Parties shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.

19.3 The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act, 1996 Act shall be enforceable in any court of competent jurisdiction.

19.4 Pending the submission to arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim

order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement.

20   GOVERNING LAW & JURISDICTION

20.1 The Agreement shall be governed and construed in accordance with the Laws of Republic of India.

20.2 The Parties agree to submit to the exclusive jurisdiction of the appropriate court in Mumbai in connection with any dispute between the Parties under the Agreement.

21   ENTIRE AGREEMENT

21.1 This Agreement along with RFP constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. It is clarified that if any portion of the RFP has been missed out in this Agreement, it shall be deemed to have been included in this Agreement. However, notwithstanding anything to the contrary stated herein, in case of conflict between the contents of the RFP and this Agreement, this Agreement shall prevail.

21.2 This Agreement comprises this Agreement and the following Appendices/Addendums/Annexure/Schedules which shall be integral part of this Agreement, and the Parties shall be bound by the terms and conditions contained therein:

21.2.1 Annexure I
21.2.2 Annexure II
21.2.3 Annexure III
21.2.4 Annexure IV

21.3 If there is any ambiguity between any clause in this Agreement and any clause in any of the Appendices/Annexure, etc., or any ambiguity among the Appendices, Annexure, etc., the order of priority of documents in resolving such ambiguity shall be as follows:

21.3.1 this Agreement
21.3.2 RFP

22   SEVERABILITY

22.1 If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

23   NOTICES

23.1   Any notice, invoice, approval, advice, report or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, telegram or facsimile or e-mail to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by telegram or facsimile) or seven (7) clear days after posting (if sent by post).

23.2 A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later. In the event that notices cannot be delivered as provided for above for due to the persisting Covid-19 situation, parties agree that service of notices by email will be an acceptable mode of service.

23.3   Address for communication to the Parties are as under:

23.3.1 To SBI Payments
       23rd Floor Urmi Estate,
       95 Ganpatrao Marg, Lower Parel,
       Mumbai – 400013

23.3.2 To (Service Provider)-

24   MISCELLANEOUS

24.1   Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.

24.2   No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power of privilege. The rights and remedies

herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

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

24.4   (Service Provider)- shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

24.5   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.

24.6   If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.

24.7   (Service Provider)- shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of SBI Payments. SBI Payments may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.

24.8   All plans, drawings, specifications, designs, reports and other documents prepared by (Service Provider)- in the execution of the Agreement shall become and remain the property of SBI Payments, and before termination or expiration of this Agreement (Service Provider)- shall deliver all such documents, prepared under this Agreement along with a detailed inventory thereof, to SBI Payments.

24.9   (Service Provider)- agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of SBI Payments in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of Payments.

24.10 (Service Provider)- agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/regulatory obligation of SBI Payments in this regard.

24.11 The Parties agree that SBI Payments shall have the right, but without any obligation to monitor and assess the Services to enable SBI Payments to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of (Service Provider)- or the employees of (Service Provider)-.

24.12 SBI Payments should have right to conduct surprise check of (Service Provider)-'s activities in respect of the Services.

24.13 (Service Provider)- agrees that the Complaints/feedback, if any received from the customers of SBI Payments in respect of the Services by Service Providers shall be recorded and SBI Payments /Reserve Bank of India shall have access to such records and redressal of customer complaints by (Service Provider)-.

24.14 (Service Provider)- agrees that SBI Payments shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association.

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

SBI Payment Services Pvt. Ltd.   **Name of service provider----------------- ------------**

By: **By:**
Name: **Name:**
Désignation: **Désignation:**
Date: **Date:**

By:
Name:
Designation:
Date:

WITNESS:
1.   1.

2.   2.

ANNEXURE, SCHEDULE, ETC.

(Please provide the Annexure, Schedules, etc.,)

ANNEXURE I

Warranty violations: The warranty shall be deemed violated if occurrence of any of the following events in found :

a) If alteration or repairs are carried out by unauthorized persons/repairs centers.
b) Physical damage due to mishandling.
c) The product is used with unauthorized consumables like battery/power adaptors etc.
d) Defects due to causes beyond control like lightening, abnormal voltage, riot, act of God.
e) In all such cases a mentioned above in Warranty, the service/repair cost and component cost as per actuals will be paid by customer, price list of such components/services will be shared with SBI Payments.
f) (Service Provider)- and its sub-contract will ensure that the repair service is delivered with sincerity and maintain confidentiality.

In all such above cases the units will be termed as warranty "chargeable" & will be repaired on chargeable basis i.e. spare parts cost, one way transportation, octroi/taxes, etc. will be charged from SBI Payments as per enclosed price list of (Service Provider)-.

ANNEXURE II

i.   However after the repairs are approved by SBI Payments, the repaired unit will enjoy the balance warranty benefits. The repair TAT of chargeable units will be counted from the next day of the date approval by SBI Payments under the standard timelines as set by SBI Payments for the warranty units (IW).

ii.   That the units which have completed their warranty will be repaired as per the rate list mentioned in Annexure II. For such chargeable repairs SBI Payments would also be charged one way transportation cost, octroi/taxes. The repair TAT of out of Warranty (OOW) units will be counted from the next day of the date of approval by SBI Payments under the standard timelines as set by the customer for the warranty units (IW).

ANNEXURE III

Service Level Agreement for Terminals, Software & Maintenance Services

1.   (Service Provider)- warrants that the products supplied under Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and /or features. (Service Provider)- further warrants that all the products supplied under this contract shall have no defect, arising from design or from any act of omission of (Service Provider)- that may develop under normal use of the supplied products in the conditions prevailing in India.

2.   Warranty/AMC for POS Terminal Components: Comprehensive warranty for all the POS Terminal components including free replacement of spares, parts, kits, resolution of problems, if any, as and when necessary will be 36 months. For Annual Maintenance Contract (AMC) for subsequent two (02) years, the number of terminals to be covered under AMC will be decided by SBI Payments at its sole discretion. Warranty period will start two months from the date of invoice.

3.   Warranty for the system Software/off-the-shelf software will be provided to SBI Payments as per the general conditions of sale of such software.

4.   (Service Provider)- shall in addition comply with the performance guarantees specified under the Agreement. If, for reasons attributable to (Service Provider)-, these guarantees are not attained in whole or in part, (Service Provider)- shall make such changes, modifications and/or additions to the products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Agreement at its own cost and expense and to carry out further performance tests.

5.   Off-site comprehensive warranty: The warranty would be off- site and comprehensive in nature and back to back support from the OEM. (Service Provider)- will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of three years from the date of acceptance of the hardware and software ("Warranty Period"). (Service Provider)- will provide support for Operating Systems and other preinstalled software components during the warranty period of the hardware on which these software & operating system will be installed. During the Warranty Period, (Service Provider)- shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.

6.   During the term of the Agreement, (Service Provider)- will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:

a)   Free maintenance services during the period of warranty and AMC. Professionally qualified personnel who have expertise in the POS Terminal and system software supplied by (Service Provider)- will provide these services.

b)   (Service Provider)- shall ensure that faults and failures intimated by SBI Payments are set right within 5 (five) working days of receiving the terminal at their repair centre. The maximum TAT (turnaround time) from the date of receipt of terminal at the repair centre to delivery of terminal at the merchant location will be 10 (ten) working days.

c)   In the event of equipment not being repaired or workable solution not provided during Warranty period, a penalty of one(1) percent of the purchase price for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the purchase price will be charged to (Service Provider)-. (Service Provider)- may provide temporary equivalent replacement as a workable solution to avoid the above penalty.

d)   Any penalty due during the Warranty/AMC period will be adjusted against the outstanding bill amounts or performance guarantee given by (Service Provider)-.

e)   (Service Provider)- shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.

f)   All engineering changes generally adopted hereafter by (Service Provider)- for equipment similar to that covered by this Agreement, shall be made to the equipment at no cost to SBI Payments.

g)   Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.

7. Any worn or defective parts withdrawn from the equipment and replaced by (Service Provider)- shall become the property of (Service Provider)- and the parts replacing the withdrawn parts shall become the property of SBI Payments.

8. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have whether or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

9. Subject to the limitations in clause 17 (limitation of liability) on account of any negligence, commission or omission by the engineers of (Service Provider)- and if any loss or damage caused to the Equipment, (Service Provider)- shall indemnify/pay/reimburse the loss suffered by SBI Payments.

10. Future additions of POS Terminal/Software:

10.1 SBI Payments would have the right to:

a) Shift supplied system to an alternative site of its choice.

b) Disconnect/connect/substitute peripherals such as printers, etc. or devices or any equipment/software acquired from another vendor.

c) Expand the capacity/enhance the features/upgrade the POS Terminal/software supplied, either from (Service Provider)-, or developed in-house.

Confidential & Proprietary

ANNEXURE IV

Price Breakup Schedule
(Total Equipment Cost with 36 months Warranty with repair charge)
(The Cost of Adapter, Battery and Motherboard to be declared separately)

		Unit	Amount in INR
A	Cost of Equipment/POS Terminal (Hardware, software, OS, SDK etc.)		
	Cost of Adapter (included in A) **Rs_____** Cost of Battery (included in A) **Rs_____** Cost of Motherboard (included in A) **Rs_____**	1	
B	Repairing charge per unit	1	
	Total {A +B)	1	

This [date}

Price discovery shall be made on the basis of the unit price (i.e. total cost of POS terminal as per A above) (excluding tax).

**Repair cost to be compulsorily quoted and cannot exceed 4% of terminal cost
***Reverse auction shall be conducted on the basis of cost equipment per unit.
****(Service Provider)- should ensure that terminals are new, unused and of the most recent model as per terms of the RFP.
***** Service charges for repair shall be payable only after completion of warranty period

Annexure V
Specifications

Each of the Point of Sales systems shall comply with the following specifications:

- The terminal meets the latest and future PCI mandates for PCI PTS (6.0 or above).
- The terminals will be branded as per the terms of RFP.
- The terminals will be branded with SBI Payments Logo and SBI Payments name.
- The colour of the Logo and SBI Payments name will be of blue colour – (PANTONE 2745c and PANTONE 2995c).
- The Logo and SBI Payments name will be properly imprinted so that these two are visible properly and the blue used will be bright including date.
- Screen printing must done on PoS terminal along with paper roll cover as well as adaptors.
- Model name along with the date of supply will be branded on adaptor for better stock management.
- There will be clear demarcation of terminal model/type viz. D-GPRS/ Android/ECR
- The PoS terminals shall also contain the following features:

  i. The prevailing PCISSC (Payment Card Industry, Security Standards Council) Certifications i.e. PCI PTS, PCI compliant products.
  ii. Europay Master Card Visa (EVM) complaint: The Hardware and Processor, Security Features, Terminals application, Printer features, Modem and connectivity, memory, Environmental features, Connectivity and power etc. relating to the above mentioned PoS terminals to be supplied by Service Provider. Any deviation without the written approval of SBI Payments would result in cancellation of the orders. (Service Provider)- will ensure proper quality check before dispatch of terminals.
  iii. Any malfunctioning of the terminal on account of application error (terminals application supplied by (Service Provider)-) during the 39 Month warranty period shall be reviewed mutually by SBI Payments and other stake holders (Terminals Service Provider, SBI Payments Service Provider and Network operator). However, SBI Payments may at its discretion arrange for forensic audit to determine the malfunctioning of the software application. If the loss is established to be attributed to (Service Provider)-, then (Service Provider)- shall be bound by the liability clause as Clause no. 17.

ANNEXURE-N

NON-DISCLOSURE AGREEMENT

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

_____ constituted under the _____ Act, _____ having its Corporate Centre at _____ _____ (hereinafter referred to as "SBI PAYMENTS " which expression includes its successors and assigns) of the ONE PART;

And

_____ (hereinafter referred to as "_____" which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. _____ is carrying on business of providing _____, has agreed to _____ for the SBI PAYMENTS and other related tasks.

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

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

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

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

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

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

2.   Restrictions

(a)   Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider shall appoint any Sub-Contractor then the Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving

the SBI PAYMENTS an undertaking in similar terms to the provisions of this clause.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

(1) the statutory auditors of the SBI PAYMENTS and

(2) regulatory authorities regulating the affairs of the SBI PAYMENTS and inspectors and supervisory bodies thereof

(c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement

(d) 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.

(e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. **Rights and Remedies**

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized 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 (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

a. Suspension of access privileges

b. Change of personnel assigned to the job

c. Financial liability for actual, consequential or incidental damages

d. Termination of contract

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

4. **Miscellaneous**

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

(b) Any document provided under this Agreement is provided with RESTRICTED RIGHTS.

(c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

(d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

(e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any

Confidential & Proprietary

provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

(g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. **Suggestions and Feedback**

(a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this _____ day of _____ at _____

                        (month)   (place)

For and on behalf of _____

Name		
Designation		
Place		

        Confidential & Proprietary

Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

ANNEXURE-O

Pre-Bid Query Format
(To be provided strictly in Excel format)

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

ANNEXURE-P

PRE CONTRACT INTEGRITY PACT
(TO BE STAMPED AS AN AGREEMENT on Minimum Rs 600 stamp paper or higher if applicable in the state of execution.

General

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20 , between, on the one hand, the SBI Payment Services Private Ltd, a subsidiary company of State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Registered Office at 23rd Floor Urmi Estate, 95 Ganpatrao Marg, Lower Parel, Mumbai – 400013

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(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 Operating Officer (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

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

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER SBI PAYMENTS is a subsidiary of State Bank of India performing Merchant Acquiring functions for 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:

Commitments of the BUYER

1.1   The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.

1.2   The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other 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, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.

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

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

2.6 The BIDDER further confirms and declares to the BUYER that the

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

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

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

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

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

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

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

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

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

3. Previous Transgression

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

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

4. Earnest Money (Security Deposit)

4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of SBI Payment Services Pvt Ltd from a nationalized Bank including SBI or its Subsidiary Banks. However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any nationalized Bank other than SBI or its Subsidiary Banks and promising payment of the guaranteed sum to the BUYER on

demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.

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

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

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

5. Sanctions for Violations

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

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

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

(iii)   To immediately cancel the contract, if already signed,

without

giving any compensation to the BIDDER.

(iii)   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.

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

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

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

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

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

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

5.2   The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any

one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3   The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER.

6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/ systems or subsystems with same or higher configuration at a price lower than that offered in the present Bid to any other PSU Bank /Pvt Bank/Fintech, if the quantity is equivalent or lesser than this RFP. If it is found at any stage that similar product/systems or sub systems (same or higher configuration and Equivalent or lesser quantity) was supplied by the BIDDER to any other PSU Bank /Pvt Bank/Fintech at a lower price, then the same rate shall be applicable for future supply to be made to SBI Payments.

7.   **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.

7.   **Law and Place of Jurisdiction**

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

8.   **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.

9. **Validity**

10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the BUYER.

10.2 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.

11. The parties hereby sign this Integrity Pact at_____ on _____

For BUYER   For BIDDER

Name of the Officer.

Designation

SBI Payment Services Pvt. Ltd.

Witness   Witness

1   1.

2   2.

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

Note: This agreement will require stamp duty as applicable in the State where it is executed.

Annexure -Q

Certificate of Local Content

Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered

accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.

Date:

To

The Chief Operating Officer,
SBI Payment Services private Limited,
23rd Floor Urmi Estate,
95 Ganpatrao Marg, Lower Parel,
Mumbai – 400013,

Dear Sir,

Ref. : RFP No. : SBI PAYMENTS/VM/2024-25/02 dated 31st October 2024

This is to certify that proposed _____ model of _____ make PoS terminals with native application is having the local content of _____ %as defined in para 17.7 of Appendix I of RFP No. SBI Payments/VM/2023-24/08 dated 31st July 2023.
 and amendment thereto.

2. This certificate is submitted in reference to the Public Procurement (Preference toMake in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II)dated May 28, 2018.

 Signature of Statutory Auditor/
Cost Auditor
Registration Number:
Seal

Counter-signed :

Bidder   **OEM**

The Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.