



**REQUEST FOR PROPOSAL FOR PROCUREMENT OF THERMAL
PAPER ROLLS FOR PoS TERMINALS**

Ref: SBI PAYMENTS/VM/2023-24/12 Dated 27.12.2023

**SBI PAYMENT SERVICES PRIVATE LTD
1st Floor, Madhuli Building, Opp Nehru Planetarium, Shiv Sagar Estate,
Worli MUMBAI- 400 018**

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1. INVITATION TO BID:

- i. **State Bank of India**” (hereinafter referred to as ‘SBI/the Bank’), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, Foreign Offices etc.) of State Bank of India, branches/ other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group or ‘SBG’** hereinafter).
- ii. **“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 Thermal paper rolls for PoS terminals”**.
- iii. In order to meet the Services requirements, SBI Payments proposes to invite tenders from eligible vendors as per details/**scope of work** mentioned in **Annexure-E** of this RFP document.
- iv. Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria given in Annexure-B** of this RFP and willing to provide the Services as required in this 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).
- v. Address for submission of Bids, contact details including email address for sending communications are given in given in part II of this RFP document.
- vi. The purpose of SBI Payments behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Services desired in this document.
- vii. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

viii. 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 providing Services to 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 Services adhering to SBI Payments' requirement 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 advices/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. The 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 respect will be at the Bidder's risk and may result in rejection of the Bid.

3. Definitions:

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

- i. **“SBI PAYMENTS”** means **SBI Payment Services Private Limited** incorporated under the Companies Act, 1956 and having its registered office at State Bank Bhavan, 12th floor, Nariman Point, Madam Cama Road, Mumbai 400 002 and Corporate Office at 1st Floor, Madhuli Bldg, Shiv Sagar Estate, Opp Nehru Planetarium, Worli, Mumbai- 400 018
- 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 the SBI Payments.
- vi. **“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.
- vii. **“Services”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of the Vendor covered under this RFP.

4. Scope of Work:

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

5. Eligibility and Technical Criteria:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Annexure-B & Annexure-C** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
 - (a) If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP.
 - (b) Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.
- ii. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed by the Govt. of India (**Annexure-L**) 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 the RFP, shall not be considered.

5. 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. The 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-K** 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 SBI Payments, if any, have been

taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by 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 addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in 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 Bid documents:

- 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 and 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 Pay Order or Bank Guarantee [on the lines of **Annexure-G/standard format of Public Sector Bank**], 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 2 weeks 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-H**.
- vii. No interest is payable on EMD.
- viii. The EMD may be forfeited:-

- a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
- b) if a 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.
- d) If the bidder fails to comply with the terms and conditions as mentioned in the RFP.

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

10. Bid Preparation and submission:

- i. The Bid is to be submitted in two separate envelopes. One of the envelope is to be prominently marked as **'Technical Proposal for supply of Paper Rolls for PoS Terminals in response to the RFP No. SBI Payments/VM/2023-24/12 dated 27.12.2023.'** 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 letter head: -
 - (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-C.**
- (d) Bidder's details as per **Annexure-D** on Bidder's letter head.
- (e) Any deviations sought from technical criteria/specifications given in RFP.
- (f) Audited balance sheets and profit and loss account statement for last three years i.e. 2019-20, 2020-21 and 2022-23.
- (g) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.
- ii. A second sealed envelope prominently marked as **Indicative Price Proposal for supplying Paper Rolls for PoS Terminals in response to the RFP No. SBI Payments/VM/2023-24/12 dated 27.12.2023. 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 Services it proposes to provide.
 - b. A signed/ digitally signed soft copy on a CD/ Pendrive should also be kept in a separate envelope within the envelope of technical Bid. Voluminous documents should be submitted only on CDs/Pendrives.
 - c. While submitting the Technical Bid, literature on the Services 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. **A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.**
- 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. 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 the SBI Payments and deliver 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 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 SBI Payments, the Bids will be received upto the appointed time on the next working day.
- c. In case 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.

12. Modification and Withdrawal of Bids:

- a. The Bidder may modify or withdraw its Bid after the Bid submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by 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 Bid 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 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, the 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:

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that 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 Software Solution/service proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by 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 Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of SBI Payments, the capability of the Services to support all the required functionalities at their cost in their lab or those at other organizations where similar Services are in use.
- ii. 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.

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 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 SBI Payments / Authorised service provider. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.
- iv. The L1/TC1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the Reverse Auction/Techno Commercial Evaluation, as the case may be.
- 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 all the items/Services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or Service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s)

quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, SBI Payments reserves the right to reject all such incomplete Bids.

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 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 notify successful Bidder (**L1/TC1**) 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.
- ii. Notwithstanding the size of Thermal Paper Roll requirement of the SBI Payments during the contracted period stated in RFP, SBI Payments will order based on the actual requirement which is dependent upon POS terminals installed by the SBI Payments and the volume of transactions executed on the SBI Payments' POS terminals. The quantity of the Purchase Orders so placed with the Vendor(s) during the period of the Contract may differ from the quantity stated in RFP and SBI Payments will not be liable for any financial or any other loss cause or likely to be caused to the Vendor(s) by difference in projected and ordered quantities.
- iii. Every participant must bid for 17 meter each paper rolls, during the bidding.

- iv. Contract will be awarded between L1, L2 and L3 bidders in the ratio of 50:30:20 respectively. An offer will be made to L2 and L3 bidder to match the price quoted by the L1 and in case, L2 and/or L3 refuse to accept the said offer, offer will be made to L4 and so on. In case, any of the bidder fails to match the price offered by L1 for L3 position or no bidder qualifies for L3 position, the share of L3 bidder i.e. 20% will be equally distributed between L1 and L2. Further, in the event, any of the bidder fails to match the price offered by L1 for L2 position or no bidder qualifies for L2 position, SBI Payments may decide to award the entire contract to L1.
- v. 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
- vi. In case only single bid is received in the reverse auction matching the floor price as decided by SBI Payments than the whole contract can be awarded to the single bidder or the RFP can be cancelled at sole discretion of SBI Payments.
- vii. 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-H of this document together with acceptance of all terms and conditions of RFP.
- viii. 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.
- ix. The notification of award will constitute the formation of the Contract.
- x. 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 as may be decided by the SBI Payments.

xi. Until the execution of a formal contract, the Bid document, together with the SBI Payments's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the SBI Payments and the successful Bidder.

xii. 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

xiii. 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.

xiv. 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.

xv. The EMD of each unsuccessful Bidder will be discharged and returned.

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 thereof 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 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 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 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 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. Contract Amendments:

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

23. 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.

24. 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-H** is to be submitted by the finally selected Bidder. The PBG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the SBI Payments about their Bid finally selected. Purchase Order will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.
- ii. The PBG is required to protect the interest of SBI Payments against the risk of non-performance of the successful Bidder in respect of successful implementation of the project which may warrant invoking of PBG, also if any act of the supplier results in imposition of Liquidated Damages then also the SBI Payments reserves the right to invoke the PBG.

25. Compliance with IS Security Policy:

The Vendor shall have to comply with SBI Payments' 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 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 SBI Payments
- viii. Data Encryption/Protection requirements of SBI Payments. ix. In general, confidentiality, integrity and availability must be ensured.

26. Penalties:

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

27. 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.

28. Purchase Price:

- i. Total cost of Services would be the Total Cost of Ownership (TCO) and has to be quoted in commercial Bid.
- ii. Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial Bid over the validity period defined in this RFP.
- iii. The applicable TDS will be deducted at the time of payment of invoices.
- iv. Terms of payment are given in Part-II of this RFP document.

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

29. Right to Audit:

- i. The Selected Bidder (Service Provider) has to get itself annually audited by internal/ 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 the SBI Payments and the Service Provider is required to submit such certification by such Auditors to SBI Payments. The Service Provider and or his / their outsourced agents / sub – contractors (if allowed by SBI Payments) shall facilitate the same The 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 SBI Payments.
- ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by SBI Payments or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the

Auditors covering the respective risk parameters against which such deficiencies have been observed.

- iii. Service Provider shall, whenever required by SBI Payments, 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. SBI Payments 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 SBI Payments.

30. 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 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 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 SBI Payments can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to SBI Payments and if require, SBI Payments may evaluate the same.

31. Validity of Agreement:

The Agreement/ SLA will be valid for the period as specified in scope of work. SBI Payments reserves the right to terminate the Agreement as per the terms of RFP.

32. Limitation of liability:

- i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to SBI Payments arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project. 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.
- 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 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 SBI Payments, provided such guidelines were brought to the notice of Service Provider.

33. 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 SBI Payments relating to its business practices and their competitive position in the market place provided to the selected Bidder by 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 safeguarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, 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 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 SBI Payments.

34. Delay in the Vendor's Performance:

- i. 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 and performance of Services, the Vendor shall promptly notify SBI Payments in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of the Vendor's notice, 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 Vendor may result in imposition of penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document)

35. 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 is obliged to work closely with SBI Payments' staff, act within its own authority and abide by directives issued by SBI Payments from time to time and complete implementation activities.
- iii. The Vendor will abide by the job safety measures prevalent in India and will free 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 SBI Payments responsible or obligated.
- iv. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- v. 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 SBI Payments as explained under 'Non-Disclosure Agreement' in **Annexure-J** of this document.

36. Patent Rights/Intellectual Property Rights:

- i. For any licensed software used by the finally selected L1/ TC1 Vendor for performing services for SBI Payments, the Vendor shall have the right as well as the right to license for the outsourced services. Any license or IPR violation on the part of Vendor/ Subcontractor should not put the SBI Payments at risk. SBI Payments 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 SBI Payments 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.

- iii. The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If SBI Payments 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.

37. Liquidated Damages:

If the Vendor fails to deliver and perform any or all the services within the stipulated time schedule as specified 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 in part II (Schedule of Events, SI No 19)**. Once the maximum deduction is reached, SBI Payments may consider termination of the Contract.

38. 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, 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 SBI Payments, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to 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 a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - (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 subclause 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 SBI Payments in the preparation of any documents, design or technical specifications of the Project.

39. Fraud & Corrupt Practices:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, 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 the SBI Payments under Clause 21.1 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/ coercive/ undesirable or restrictive practices, as the case may be.
- iii. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the 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.

40. 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 and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by 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; or
 - d. Discrepancies/deviations in the agreed processes and/or Services.; or
 - e. Violations of terms and conditions stipulated in this RFP.
- ii. In the event SBI Payments terminates the Contract in whole or in part for the breaches attributable to the Vendor, SBI Payments may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Vendor shall be liable to SBI Payments for any increase in cost for such similar 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' data or any other relevant information to SBI Payments 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 SBI Payments.
- iv. During the transition, the Vendor shall also support 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.

- vi. 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, SBI Payments 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 SBI Payments, at no extra cost to 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, SI No 20)** on demand to SBI Payments, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.

41. 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 SBI Payments in writing of such condition and the cause thereof. Unless otherwise directed by 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.

42. 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 SBI Payments.

43. 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 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.

44. 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.

45. Governing Language:

The governing language shall be English.

46. Applicable Law:

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

47. Taxes and Duties:

- 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 Service tax, GST/ 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 SBI Payments shall not be liable for the same. Only specified taxes/ levies and duties in the **Annexure-F** will be payable by 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 tSBI 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 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.

48. 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.

49. 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.

50. Notices:

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

Part-II

SCHEDULE OF EVENTS

	Particulars	Remarks
	<p>Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)</p>	<p>Chief Operating Officer,, SBI Payment Services Pvt. Ltd., 1st Floor, Madhuli Building, Shiv Sagar Estate, Opp. Nehru Planetarium, Worli, Mumbai – 400018 Phone No. 022-41722202 e-mail coo@sbipayments.com</p> <p>Vice President (Vendor Management) 1st Floor, Madhuli Building, Shiv Sagar Estate, Opp. Nehru Planetarium, Worli, Mumbai – 400018 Phone No. 022-41722210 e-mail: vpvm.ops@sbipayments.com</p>
	<p>Bid Document Availability including changes/amendments, if any to be issued</p>	<p>RFP document may be downloaded from SBI PAYMENTS's website https://www.SBI Payments.com from 27th December 2023.</p>
	<p>Pre - Bid Meeting at (venue)</p>	<p>From 03 pm (time) to 05 pm (time) on 04.01.2024(date) at SBI Payment Services Pvt. Ltd., 1st Floor, Madhuli Bldg, Shiv Sagar Estate, Opp. Nehru Planetarium, Worli , Mumbai – 400 018</p>
	<p>Clarifications to queries raised at pre-Bid meeting will be provided by SBI Payments.</p>	<p>08.01.2024</p>
	<p>Last date and time for Bid submission</p>	<p>3 pm (time) on 23.01.2024</p>

	Address for submission of Bids	SBI Payment Services Pvt. Ltd., 1 st Floor, Mdhuli Bldg, Opp Nehru Planetarium, Shiv Sagar Estate, Worli, Mumbai – 400 018	
	Date and Time of opening of Technical Bids	04 pm (time) on 23.01.2024 (date 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.	
	Opening of Commercial Bids	03.00 pm (time) on (date) 29.01.2024 OR On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.	
	Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.	
	Tender Fee	Amount Rs.10,000/- (Rs. Ten Thousand Only Non-refundable by means of a DD or Bankers' cheque payable at Mumbai in favour of SBI Payment Services Pvt. Ltd.	
	Earnest Money Deposit	Rs.25 Lakh (Twenty lakh only)	Validity period from the date of Bid opening –
	Performance Bank Guarantee	(PBG required would be in proportio n to the award criteria)	The vendor has to furnish a Performance Bank Guarantee for 10% of Purchase

			Order(PO) amount for a period of 36 months plus 3 months claim period from a Scheduled Commercial bank other than State Bank of India in line with format provided with RFP/standard format of Public sector bank and changes, if any, approved by Board.
	Price validity from the date of price discovery	During validity period of RFP	
	Contact details of agency appointed for conducting Reverse Auction	Will be advised in due course.	
	Delivery schedule	Will be advised in due course.	
	Terms of payment	30 days from the date of delivery	
	Delivery locations	Will be advised in due course	

ANNEXURES

Annexure	Index
A	Bid form (Technical Bid)
B	Bidder's Eligibility criteria
C	Technical & functional specifications
D	Bidder details
E	Scope of work
F	Indicative Commercial Bid
G	Format for Bank Guarantee as Earnest Money Deposit
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I	Penalties
J	Non-disclosure Agreement
K	Pre Bid Query Format
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M	Indicative Service Level Agreement

ANNEXURE–A

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

Date: _____

To:
Chief Operating Officer
SBI Payment Services Pvt Ltd,
1st Floor, Madhuli Building, Shiv Sagar Estate,
Worli Mumbai 400018.

Dear Sir,

Ref: RFP No. SBI Payments/VM/2023-24/12 dated 27.12.2023
~~~~~

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by SBI Payments and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial Bid through online auction to be conducted by 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 providing Services within the period specified in this document.
  4. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement as 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 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 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, 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 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 name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the SBI Payments and/or communicated to the successful Bidder(s).
15. The commercial bidding process will be through the reverse auction process to be conducted by SBI Payments or a company authorized by 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.
16. 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.**

**Annexure-B****Bidder's Eligibility Criteria**

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

**Commercial:**

| <b>S. No.</b> | <b>Eligibility Criteria</b>                                                                                                                                                                                                                                         | <b>Compliance (Yes/No)</b> | <b>Documents to be submitted</b>                                                                                                                                                               |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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. 15 crores per annum from sales of thermal paper rolls during last 3 financial year(s) i.e. FY 2020-21, 2021-22 & 2022-23. Bidder must produce self declaration on the company's letter head in this regard. |                            | Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years.                                                                                  |
| 3.-           | The Bidder should be profitable organization (based on Operating Profit) for last 3 financial years i.e. 2021, 2022 and 2023.                                                                                                                                       |                            | Copy of the audited balance sheets along with profit and loss statement for corresponding years and / or Certificate of the Chartered Accountant                                               |



|     |                                                                                                                                                                                                                                                |  |                                                                                                                          |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------|
| 4.  | Bidder should have experience of minimum 3 years in providing the Services.                                                                                                                                                                    |  | Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report. |
| 5   | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects.<br>(Start and End Date of the Project to be mentioned) in the past (At least 3 client references are required) |  | 1.<br>2.<br>3.                                                                                                           |
| 6.  | Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of SBI Payments)                                                                                                      |  | Brief details of litigations, disputes, if any are to be given on Company's letter head.                                 |
| 7.  | Bidders should not have been blacklisted for deficiency in service by any Public Sector Bank during the last 3 years.                                                                                                                          |  | Bidder should specifically confirm on their letter head in this regard.                                                  |
| 8.  | Bidder should have been in operation for minimum 3 years                                                                                                                                                                                       |  | Length of existence of Bidder should be mentioned.                                                                       |
| 10. | The Bidder should agree to the terms and conditions of Service Level Agreement as per <b>Annexure-M</b> , should they become L1/TC1 in the reverse auction to execute a contract with SBI Payments.                                            |  | Bidder should specifically confirm on their letter head in this regard.                                                  |

|     |                                                                                                                                                                                                                                                     |  |                                                                         |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------|
| 11. | The Bidder should not have any Service Level Agreement pending to be signed with the SBI Payments for more than 6 months from the date of issue of purchase order issued by any of the Department at SBI Payments as on the date of Bid submission. |  | 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.

Signature

Seal of Company

**Annexure-C****Technical Specifications**

1.SBI Payments will evaluate the technical specification quoted by the Bidder as under :

| Sr. No. | Technical Eligibility                                                                                     | Comments |
|---------|-----------------------------------------------------------------------------------------------------------|----------|
| 1       | Monthly Manufacturing/ Converting capacity (minimum 20 lac rolls of 17 meter length) Higher               | Yes/No   |
| 2       | Monthly Printing capacity (minimum 20 lac rolls of 17 meters length) Higher.                              | Yes/No   |
| 3       | Minimum 6 colors printing capability                                                                      | Yes/No   |
| 4       | Minimum 3 years' experience in supplying Thermal Paper Rolls for the use of POS or ATM                    | Yes/No   |
| 5       | Minimum Storage capability for 20 lac of 17 meters Paper Rolls Higher.                                    | Yes/No   |
| 6       | Bidder must have Import License (IEC No.) and Excise Registration in case the bidder Imports the material | Yes/No   |
| 7       | Arrangement for delivery (contract with courier co. etc.)                                                 | Yes/No   |

## 2. Technical & Functional Specifications of Product \*

| Items                  | Description                                                                                             |
|------------------------|---------------------------------------------------------------------------------------------------------|
| Paper Quality          | The thermal paper can be Indian or imported but must be of high standards with following specifications |
| GSM                    | 55 mm                                                                                                   |
| Width                  | 57 mm                                                                                                   |
| Thickness              | 60 microns                                                                                              |
| Shelf Life of Printing | It should be minimum 18 months                                                                          |
| Packaging              | Packing should in 5 ply corrugated hard board boxes to ensure safe delivery at destination.             |
| Image                  | Vendor may supply Black or Blue image paper. No preference is there for any of the colours.             |

**\*Vendor to submit a Quality Test Report on the above norms which SBI Payments may get verified from reputed laboratories in India or abroad.**

### **Other Requirements for the product:**

- 1.Indigenous/ Imported thermal paper, 17 meters (length), 57 mm (width), 55 mm (GSM), 60 microns (thickness), 6 Color printing on the both sides of charge slips
- 2.Cost of paper rolls should be inclusive of courier charges for delivery at merchant or TSP location.
- 3.Minimum supply of rolls per location will be 100.
- 4.Delivery should be Pan India as per requirement of TSPs/SBI Payments .
- 5.Delivery within 2 weeks from date of Purchase Order.
- 6.Minimum 18 months shelf life guarantee of paper and printing.

**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<br>a. Name<br>b. Designation<br>c. Address<br>d. Phone Number (Landline)<br>e. Mobile Number<br>f. Email Address |         |

Signature and Seal of Company

**Annexure-E**

**Scope of Work**

To supply Thermal Paper Rolls strictly as per technical specifications provided in RFP. The specifications given are minimum. Bidders can quote equivalent or higher technical specifications to meet SBI Payments'. However no weightage would be given for higher configurations. SBI Payments expects to procure 5 crores Thermal Paper Rolls (10 to 15 lakhs Paper Rolls per month) of 17 meters lengths in the 36 months period starting from the finalisation of the Contract as a result of this RFP process. Further SBI Payments will also have an option to procure 25% additional Paper Rolls in addition to the quantity mentioned in the RFP at the same cost, if need arises. However depending upon the actual demand based on terminals installed in the corresponding period and demand from the merchants, the actual requirement may differ.

**1. Vendor's Obligation:-**

- 1.1 Vendor shall supply Thermal Paper rolls, as may be required by SBI Payments from time to time, under various orders issued in accordance with the provisions of this agreement.
- 1.2 Vendor shall adhere to the terms of the purchase order to the quantity Completion/Delivery period & point of supply etc.
- 1.3 Vendor shall provide the service to the satisfaction of SBI Payments and if the Paper rolls is found to be defective by SBI Payments or not as mentioned in order, then the vendor shall replace the same with the quality Thermal Paper rolls, again free of cost within the time specified by SBI Payments

**2. Delivery Schedule/ Completion Period :**

Time shall be of the essence for the purposes of any provision of this agreement. The vendor hereby assures all deliveries shall be completed within 2 weeks from the date of Purchase Order.

### **3. Payment Terms:**

3.1 Vendor shall raise the bill/invoice on SBI Payments on or before the 10<sup>th</sup> of the next month.

3.2 SBI Payments shall clear payment within 30 days after completion of delivery and receipt of bill/invoice by way of credit their account through NEFT/RTGS or by issue cheque drawn in favour of the Vendor only.

3.3 SBI Payments reserves the right to hold the payment for any non-satisfactory performance of the orders.

3.4 The vendor agrees to apply the rates as finalised through reverse auction process.

3.5 The vendor agrees that the above rates will pertain and remain unchanged during the period of this agreement.

**Annexure-F**

**Indicative Commercial Bid**

The indicative commercial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – **“Indicative Commercial Bid for Procurement of Thermal Paper Rolls”**.

**Name of the Bidder:**

| Sl. No. | Items                       | Unit Price (One Thermal Paper Roll) in figures (Rs.) | Unit Price (One Thermal Paper Roll) in words (Rs.) |
|---------|-----------------------------|------------------------------------------------------|----------------------------------------------------|
| 1       | 17 meter Thermal Paper Roll |                                                      |                                                    |

**Every participant must bid for 17 meter paper rolls, during the bidding.**

Signature

Seal of Company



**ANNEXURE-G**

**FORMAT FOR EMD BANK GUARANTEE**

To:

SBI Payment Services pvt Ltd.  
1<sup>st</sup> Floor, Madhuli Bldg, Opp Nehru Planetarium,  
Shiv Sagar Estate, Worli, Mumbai- 400018

Dear Sir,

**EMD BANK GUARANTEE FOR RFP TO SUPPLY OF THERMAL PAPER  
ROLLS FOR PoS TERMINALS TO SBI PAYMENTS**

**RFP NO.SBI Payments/VM/2023-24/12 DATED 27.12.2023.**

WHEREAS SBI Payment Services pvt Ltd (SBI Payments), having its registered office at Nariman Point, Mumbai, and corporate office at 1<sup>st</sup> Madhuli Bldg, Opp Nehru Planetarium, Shiv Sagar Estate, Worli, , Mumbai has invited Request for Proposal to provide \_\_\_\_\_ (name of Services) as are set out in the Request for Proposal :xx:xx dated dd/mm/yyyy.

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ Only) as Earnest Money Deposit.
3. M/s. \_\_\_\_\_, (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only)

**4. NOW THIS GUARANTEE WITNESSETH THAT**

We \_\_\_\_\_ (Bank) do hereby agree with and undertake to the SBI Payments, their Successors, assigns that in the event of 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 SBI Payments within 24 hours from the date of receipt of the notice as aforesaid. We confirm that our obligation to SBI Payments under this guarantee shall be independent of the agreement or agreements or other understandings between SBI payments and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of SBI Payments

6. We hereby further agree that –

- a) Any forbearance or commission on the part of 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 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 by us of the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)

- b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto 180 days provided that if so desired by 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 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 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-H**

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

**THIS PERFORMANCE BANK GUARANTEE AGREEMENT** executed at  
.....this.....day of ..... 20 by ..... (Name of the SBI  
Payments)..... 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 IN FAVOUR OF "SBI PAYMENTS"  
(SBI Payment Services Private Limited)** established with the objective of  
carrying out Merchant Acquiring Business activities having its office at 1<sup>st</sup> floor,  
Madhuli building, Shiv Sagar Estate, worli, Mumbai 400018 (**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 develop, implement and support ..... (name of Services)  
(hereinafter referred to as "**Services**") to SBI Payments in accordance with the  
Request for Proposal (RFP) No. dated dd/mm/yyyy.

WHEREAS, SBI Payment 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 BankGuarantee 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 notwithstanding 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 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 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 against us within three (3) months from that date i.e. on or before \_\_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

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

Notwithstanding anything contained herein above:

(a) Our liability under this Bank Guarantee shall not exceed Rs...../-  
(Rupees .....only) (b) This Bank Guarantee shall  
be valid upto.....

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI Payments serve upon us a written claim or demand on or before ..... (date which is 3 months after date mentioned at (b) above.

Yours faithfully,

For and on behalf of Bank

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



**ANNEXURE-I**

**Penalties**

1. Delivery should be within 2 weeks from date of placing of order.
2. In the event of the Thermal Paper Rolls not being delivered within a period of 2 weeks from date of Purchase Order, 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 may be charged to vendor at the discretion of SBI Payments.
3. In the event of any issue in printing, quality, Self life of rolls, the penalty will be deducted 10% of per rolls price.
4. This amount of penalty if so levied by SBI Payments, will be deducted at the time of making payment of bills.
5. SBI Payments also reserves the right to cancel the Purchase Order in case of non- adherence of delivery timelines and invoke the Performance Guarantee. In the event of such cancellation, the vendor is not entitled to any compensation. PLEASE NOTE THE DELIVERY SCHEDULE SHALL BE FOLLOWED STRICTLY AS STIPULATED. ANY DELAY AND QUALITY SHALL BE VIEWED SERIOUSLY AND PENALTIES LEVIED.

**ANNEXURE-J**

**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 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 use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (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 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 \_\_\_\_\_ 20 at \_\_\_\_\_  
(month) (place)

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

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

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

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

**ANNEXURE-K**

**Pre-Bid Query Format (To be provide strictly in Excel format)**

| <b>Vendor Name</b> | <b>SI. No</b> | <b>RFP Page No</b> | <b>RFP Clause No.</b> | <b>Existing Clause</b> | <b>Query/Suggestions</b> |
|--------------------|---------------|--------------------|-----------------------|------------------------|--------------------------|
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |



**ANNEXURE-L**

**PRE CONTRACT INTEGRITY PACT**  
***(TO BE PRINTED ON THE STAMP PAPER OF RS 600 AS AN AGREEMENT)***

**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 12<sup>th</sup> Floor, State Bank Bhavan, Nariman Point, Mumbai through its Corporate Office at 1<sup>st</sup> Floor, Madhuli Building, Shiv Sagar Estate, Opp. Nehru Planetarium, Worli, Mumbai 400018. ----- --

-----,-----,

(hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s \_\_\_\_\_ represented by

Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

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

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

NOW, THEREFORE,

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

- Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

## **2. Commitments of BIDDERS**

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
  2. 2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any

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

- 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 Payments 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 three years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### **5. Sanctions for Violations**

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding

payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding

could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive



on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

**6. Fall Clause**

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

**7. 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.

**8. Law and Place of Jurisdiction**

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

**9. 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.

## 10. Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 3 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

Name of the Officer.

Designation

Office / Department / Branch State

SBI Payment Services pvt Ltd.

Witness

1

2

For BIDDER

Chief Executive Officer

Witness

1.

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-M**

**Indicative Service Level Agreement**

1. Delivery should be within 2 weeks from date of placing of order.
2. In the event of the Thermal Paper Rolls not being delivered within a period of 2 weeks from date of Purchase Order, 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 may be charged to vendor at the discretion of the SBI Payments.
3. In the event of any issue in printing, quality, Self life of rolls, the penalty will be deducted 10% of per rolls price
4. This amount of penalty if so levied by the SBI Payments, will be deducted at the time of making payment of bills.
5. SBI Payments also reserves the right to cancel the Purchase Order in case of non- adherence of delivery timelines and invoke the Performance Guarantee. In the event of such cancellation, the vendor is not entitled to any compensation.

PLEASE NOTE THE DELIVERY SCHEDULE SHALL BE FOLLOWED STRICTLY AS STIPULATED. ANY DELAY SHALL BE VIEWED SERIOUSLY AND PENALTIES LEVIED.