



भारतीय स्टेट बैंक
State Bank of India

हर भारतीय का बैंक
THE BANKER TO EVERY INDIAN

**REQUEST FOR PROPOSAL
FOR PROCUREMENT
OF 5 LAKH PoS TERMINALS**

Ref: SBI-MAB-IT/16-17/02 dated: 15/03/2017

**State Bank of India,
MAB IT Ops, GITC,
Plot No. 222/2, Omsagar Building,
MIDC, Nerul, Navi Mumbai- 400706**



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1. INVITATION TO BID:

- i. **State Bank of India** (herein after referred to as '**SBI/the Bank**') is having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, etc. of State Bank of India, its five associate banks (viz. State Bank of Bikaner & Jaipur, State Bank of Hyderabad, State Bank of Mysore, State Bank of Patiala and State Bank of Travancore) and branches/other offices, other exchange companies in available at various locations and managed by the Bank (collectively referred to as **State Bank Group or 'SBG'** hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBG** for procurement of 5 lakh PoS terminals.
- ii. In order to meet the IT hardware requirement, the Bank proposes to invite tenders from eligible vendors to undertake supply, installation, testing, commissioning and maintenance of IT hardware as per details/**scope of work** mentioned in **Annexure-D** of this RFP document.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria given in Annexure-B** of this RFP and willing to provide the goods and services as required in this bidding document. The interested bidders who agree to all the terms and conditions contained in this document may submit their bids with the information desired in this bidding document (Request for Proposal).
- iv. Address for submission of bids, contact details including email address for sending communications are given in given in part II of this RFP document.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the IT hardware/product and services desired in this document. The proposed product must integrate with Bank's existing infrastructure seamlessly.
- vi. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested bidders are advised to go through the entire document before submission of bids to avoid any chance of elimination. The eligible bidders desirous of taking up the project for supply of proposed product and services for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of



the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed hardware and services adhering to Bank's requirements outlined in this RFP.

2. Disclaimer:

- i. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this RFP document.
- ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the selected Bidder.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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 Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case



may be, for the Project and the Bank 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. **"The Bank"** means the State Bank of India (including domestic branches and foreign offices), its Associate Banks and subsidiaries.
- 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 Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 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 bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank.
- 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. **"The Equipment/Product"** means all the hardware, it's all components, associated software/firmware/operating software which the Vendor is required to supply to the Bank under the Contract.
- viii. **"The Services"** means those services ancillary to the supply of the equipment/product, such as transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, maintenance and other such obligations of the Vendor covered under the Contract.



- ix. **“The Project”** means supply, installation, testing and commissioning, integration of computer hardware and services with support under Warranty and annual maintenance contract, if required for the contract period.
- x. **“The Project Site”** means locations where supply and services as desired in this RFP document are to be provided.

4. Scope of Work:

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

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

- i. Bid is open to all Bidders who meet the eligibility criteria and Technical & functional specifications as given in **Annexure-B & Annexure-B1** of this document. The bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- ii. The bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical bid as prescribed by the Govt. of India (**Annexure- M**) duly signed by the bidder on each page and witnessed by two persons. The agreement shall be stamped as applicable in the State where it is executed. Bid submitted without PRE-CONTRACT INTEGRITY PACT, as per the format provided in RFP, shall not be considered.

6. Cost of bid document:

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

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

- i. Bidder requiring any clarification of the Bidding Document may notify the Bank in writing **strictly as per the format given in Annexure-L** 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 the Bank thereof will be posted on the Bank's website or conveyed to the bidders.
- iv. SBI reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment which will be made available to the bidders by way of corrigendum/addendum. The interested parties/bidders are advised to check the Bank's website regularly till the date of submission of bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating bidders. Bank will not take any responsibility for any such omissions by the bidder. SBI, at its own discretion, may extend the deadline for submission of bids 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 thereof.
- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded/acted upon.

8. Contents of bidding document:

- i. The bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in the bidding document or submission of bid not responsive to the bidding documents in any respect



will be at the Bidder's risk and responsibility and the same may finally result in rejection of its bid. SBI 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 the Bank 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 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 Bank against the risk of Bidder's conduct.
- iii. The EMD may be in the form of a Demand Draft or Pay Order or Bank Guarantee [on the lines of **Annexure-G**], issued by a Scheduled Commercial Bank in India, other than State Bank of India or its Associate Banks, drawn in favour of State Bank of India 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 5 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.
- ix. If EMD is forfeited for any reasons mentioned above, the concerned bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

10. Bid Preparation and submission:

- i. 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 5 lakh PoS terminals in response to the Ref: SBI-MAB-IT/16-17/02 dated : 15/03/2017.**' 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-B1.**
 - (d) Bidder's details as per **Annexure-C** on bidder's letter head.
 - (e) Licensing details of operating software/firmware.
 - (f) Undertaking of Authenticity - **Annexure-E**



- (g) Format for Manufacturer's Authorization Form– **Annexure- F**
- (h) Any deviations sought from technical criteria/specifications given in RFP.
- (i) Audited balance sheets and profit and loss account statement for last three years
- (j) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the bid document.
- (k) Detailed explanation of functioning of Hardware/firmware.
- ii. A second sealed envelope prominently marked as **Indicative Price Proposal for supply of 5 lakh PoS terminals in response to the Ref: SBI-MAB-IT/16-17/02 dated: 15/03/2017. This envelope should contain only indicative price bid**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.
- iii. Bidders may please note:
 - a. The Bidder should quote for the entire package on a single responsibility basis for hardware / software / services it proposes to supply.
 - b. A soft copy (Word format) on a CD should also be kept in a separate envelope within the envelope of technical bid. Voluminous documents should be submitted only on CDs.
 - c. While submitting the Technical Bid, literature on the hardware and its associated operating software should be segregated and kept together in one section / lot in a separate envelope.
 - d. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
 - e. The bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to bid and make commitments on behalf of the Bidder is to be attached.
 - f. Bids are liable to be rejected if only one (i.e. Technical Bid or Indicative Price Bid) is received.
 - g. Prices quoted by the Bidder shall remain fixed for the period specified in part II of this document and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. . **A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.**



- h. If deemed necessary the Bank may seek clarifications on any aspect from the bidder. However that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted.
- 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 company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- m. Any inter-lineation, erasures or overwriting shall be valid **only** if they are initialled by the person signing the Bids.
- n. The bid document shall be spirally bound.
- o. The Bank 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 Bank 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, the Bank will assume no responsibility for the bid's misplacement or its premature opening.

11. Deadline for Submission of Bids:

- a. Bids must be received by the Bank at the address specified and by the date and time mentioned in the "Schedule of Events".
- b. In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received upto the appointed time on the next working day.



- c. In case the Bank extends the scheduled date of submission of bid document, the bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and bidders will remain the same.
- 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's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- b. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.
- c. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- d. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.
- e. Withdrawn bids, if any, will be returned unopened to the Bidders.

13. Period of Validity of Bids:

- a. Bids shall remain valid for 180 days from the date of reverse auction. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.
- b. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request, however, in such case, Bank will not forfeit its EMD. However, any extension of validity of bids will not entitle the bidder to revise/modify the bid document.
- c. The Bank reserves the right to call for fresh quotes at any time during the validity period, if considered, necessary.

14. Bid integrity:



Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that Bank may take. All the submissions, including any accompanying documents, will become property of SBI. The bidders shall be deemed to license, and grant all rights to SBI, to reproduce the whole or any portion of their 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. The Bank 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. The Bank may, at its discretion waive any minor non-conformity or irregularity in a bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical bids and preliminary evaluation, some or all the bidders may be asked to make presentations on the hardware, operating software/firmware proposed to be offered by them.



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

16. Technical Evaluation:

- i. Technical evaluation will include technical information submitted as per technical bid format, demonstration of proposed product/services, reference calls and site visits, wherever required. The bidder may highlight the noteworthy/superior features of their product. The bidder will demonstrate/substantiate all claims made in the technical bid to the satisfaction of the Bank, the capability of the product to support all the required functionalities at their cost in their lab or those at other organizations where similar product is in use.
- ii. The Bank reserves the right to evaluate the bids on technical & functional parameters including factory/workplace visit and witness demos of the system and verify functionalities, response times, etc.
- iii. Bank will evaluate the technical and functional specifications of all the equipments quoted by the Bidder.
- iv. During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders for clarification on the bids received. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.
- v. The evaluation will also take into account:
 - a. 'The product' to be supplied/services offered by the bidder to any noticeable bank in India. The bidder should furnish the details.
 - b. Does the proposed product handles the projected volumes and offers a proven solution to meet the requirements
 - c. Is the product offered by the Bidder a complete system or does it have integrations with third party solutions.
 - d. Upgrade(s) assurance by the bidder as per requirements of the Bank for the duration of the project.
 - e. Capability of the proposed product to meet future requirements outlined in the RFP.
 - f. Support on open platforms and product based on latest technology (both hardware, operating software/firmware).
 - g. Bidder support facilities: Support requirement like online support/ email support/ offline support, time period



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

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 Bank's authorized service provider on behalf of the Bank, 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 Bank's authorized service provider for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorised service provider. The details of e-business rules, processes and procedures will be provided to the short-listed bidders.
- iv. The L1 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 within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action.
- vi. Errors, if any, in the price breakup format will be rectified as under:
 - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, the bid will be rejected.
 - (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total bid price for the bid shall be taken as correct.
 - (c) If the 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, the Bank reserves the right to reject all such incomplete bids.

18. Contacting the Bank:

- i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time, the Contract is awarded.
- ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

19. Award Criteria:

- i. Bank will notify successful bidder **(L1)** in writing by letter or fax/email that its bid has been accepted. The Selected bidder has to return the duplicate copy of the same to the Bank within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- ii. 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-J** of this document together with acceptance of all terms and conditions of RFP.
- iii. 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.
- iv. The notification of award will constitute the formation of the Contract.
- v. The successful bidder shall be required to enter into a contract/ SLA with the Bank, within 30 days of award of the tender or within such extended period as may be decided by the Bank.
- vi. Until the execution of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.



- vii. 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
- viii. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- ix. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.
- x. Upon notification of award to the L1 Bidder, the Bank will promptly notify the award of contract to the successful bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.
- xi. Since, Bank may choose to procure supplies of POS terminals from multiple suppliers to reduce dependency on single vendor, it may, at its sole discretion, offer remaining highest scoring bidders (L2, L3, L4.....) to quote the price to match the price/scores/terms, as the case may be, offered by L-1.
- xii. L1 bidder will be considered first for award of contract and thereafter L-2 vendor (L-3 vendor, if L-2 vendor does not agree to match the L-1 price, L-4 vendor if L-2 and L-3 vendors does not agree to match the L-1 price and so on) in case the Bank desires so. **However, order quantity will be split between the L1 and other vendor who is agreeable to match the L1 price in the ratio of 65:35.**
- xiii. The Bank shall exercise the option of procuring POS terminals from other selected bidders in the event of performance of any of short listed bidders is not satisfactory. The decision of the Bank shall be final and binding upon all concerned.

20. Powers to Vary or Omit Work:

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any,



suggested variations would, in the opinion of the finally selected bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation 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 the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail.

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

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

22. Change in Orders:



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

- (a) Method of shipment or packing;
- (b) Place of delivery;
- (c) Quantities to be supplied subject to 25% above or below the originally declared quantities.

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

23. Contract Amendments:

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

24. Bank's Right to Accept Any Bid and to Reject Any or All Bids:

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

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

On acceptance of the bid by the Bank, the bidder needs to submit the undertaking of authenticity on the lines of Annexure-E along with documentary evidence of their eligibility/qualifications to perform the Contract to the Bank's satisfaction:

- i. that in case of a Bidder offering to supply products and/or services mentioned in the scope of work, the bidders need to provide the evidence that bidder has been duly authorized by the OEM strictly on the lines of authorization letter **Annexure-F**.



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

26. Performance Bank Guarantee:

- i. Performance Bank Guarantee [PBG] of the amount with validity period specified in Part II of this RFP strictly on the format at **Annexure-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 its Associate Banks needs to be submitted within the specified time of receipt of formal communication from the Bank about their bid finally selected. Purchase Order will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.
- ii. The PBG is required to protect the interest of the Bank against delay in supply/installation and or the risk of unsuccessful implementation of the project, or performance of the material or services sold, which may warrant invoking of PBG. In case any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.

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

- i. All equipments and components thereof to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.
- ii. For purposes of this clause, “origin” means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related product is supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

28. Delivery, Installation, Commissioning & Documentation:

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



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

- ii. Delivery, installation and commissioning of the equipment shall be made by the Vendor in accordance with the system approved / ordered and within the time schedule given in the Scope of work given in **Annexure-D** of this document.
- iii. The delivery will be deemed complete when the equipments/ components/ associated software/firmware are received in good working condition at the designated locations, mentioned in part II of this RFP.
- iv. The installation will be deemed to be completed, when the product including all the hardware, accessories/components, firmware/system software, and other associated software have been supplied, installed and operationalised as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank. The Bidder has to resolve any problem faced during installation and operationalisation.
- v. The details of the documents to be furnished by the Vendor are specified hereunder:-
 - (a) 2 copies of Vendor's Invoice showing contract number, products description, quantity, unit price and total amount.
 - (b) Delivery Note or acknowledgement of receipt of products from the Consignee or in case of products from abroad, original and two copies of the negotiable clean Airway Bill.
 - (c) 2 copies of packing list identifying contents of each of the package.
 - (d) Insurance Certificate.
 - (e) Manufacturer's / Vendor's warranty certificate.
- vi. The above documents shall be received by the Bank before arrival of products (except where it is handed over to the Consignee with all documents). If these documents are not received, the Vendor will be responsible for any consequent expenses.



- vii. Penalties as specified in **Annexure-I** will be applicable for the any kind of default in delay in delivery, installation/commissioning/support etc. expected in scope of work which will be deducted at the time of making payment(s).
- viii. In addition to the penalty on delayed supplies, Bank also reserves the right to cancel the Purchase Order and forfeit the EMD. In the event of such cancellation, the vendor is not entitled to any compensation, whatsoever.
- ix. For the System & other Software/firmware required with the hardware ordered for, the following will apply:-
 - (a) The vendor shall supply standard software/firmware package published by third parties in or out of India in their original publisher-packed status only, and should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.
 - (b) The Vendor shall provide complete and legal documentation of all sub systems, licensed operating systems, licensed system software/firmware, licensed utility software and other licensed software. The Vendor shall also provide licensed software for all software/firmware whether developed by them or acquired from others.
 - (c) In case the Vendor is providing software/firmware which is not its proprietary software then the Vendor must submit evidence in the form of agreement he has entered into with the software/firmware vendor which includes support from the software/firmware vendor for the proposed software for the entire I period required by the Bank.
 - (d) The ownership of the software license shall be that of the Bank from the date of delivery of the same. In other words, wherever the ownership of the licenses is indicated, the name "State Bank of India" must appear to indicate that the Bank is the perpetual owner of the software/license. Evidence to this effect must be submitted before the payment can be released.

29. Services:

- i. All professional services necessary to successfully implement the proposed '**product/solution/services**' will be part of the RFP/contract. These services include, but are not limited to, Project Management, Training, Deployment methodologies etc
- ii. The bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product.



- iii. Bidder should ensure that vendor's key personnel with relevant skill-sets are available to the Bank.
- iv. Bidder should ensure that the quality of methodologies for delivering the products and services, adhere to quality standards/timelines stipulated therefor.
- v. Bidder shall be willing to transfer skills to relevant personnel from the Bank, by means of training and documentation.
- vi. Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS) as and when released by the Vendor/ OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.
- vii. Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the OS/firmware/Middleware etc in case the Bank chooses not to upgrade to latest version.
- viii. Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract.
- ix. All product updates, upgrades & patches shall be provided by the Bidder/ Vendor free of cost during warranty and AMC/ ATS/ S&S period.
- x. Bidder shall provide legally valid firmware/software solution. The detailed information on license count and type of license should also be provided to the Bank.
- xi. The ownership of the software/firmware license and the hardware shall be that of the Bank from the date of delivery of the same to the Bank. In other words, wherever the ownership of the licenses/hardware is indicated, the name "State Bank of India" must appear to indicate that the Bank is the perpetual owner of the hardware/operating software/firmware, etc. associated with the hardware. Evidence in this regard must be submitted before the payment is released.
- xii. The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware and should ensure support during warranty and AMC/ATS/S&S.

30. Warranty and Annual Maintenance Contract:



- i. The selected Bidder shall support the product and its associated items/components including OS/firmware during the period of warranty and AMC (if included in purchase order) as specified in Scope of work in this RFP from the **date of acceptance of the product** by State Bank of India.
- ii. During the warranty and AMC period (if desired), the Bidder will have to undertake comprehensive support of the entire product (hardware/components/ operating software/firmware) supplied by the Bidder at no additional cost to the Bank. During the support period, the Bidder shall maintain the product (hardware/ software, etc.) to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the product (hardware/ equipment/ components/ software or any component/ part thereunder), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- iii. During the support period (warranty and AMC, if desired), the vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the product and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the system as per the Bank's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of product (hardware, system software or any of its components), the Bidder shall ensure that product is made operational to the full satisfaction of the Bank within the given timelines. The selected Bidder shall provide preventive maintenance schedules as per periodicity, which shall be specified in advance.
- iv. On site comprehensive warranty for the solution would include free replacement of spares, parts, kits, resolution of problem, if any, in solution.
- v. Warranty/ AMC (if opted) for the system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such software.



- vi. Support (Warranty/ AMC, if opted) would be on-site and comprehensive in nature and must have back to back support from the OEM/Service Provider. Undertaking on the lines of **Annexure-F** of this RFP document is required to be submitted by the vendor, duly endorsed by the OEM that in case vendor fails to provide services then OEM shall provide the same at no extra cost, to the satisfaction of the Bank. The vendor will warrant products against defect arising out of faulty design, materials, etc. during the specified support period . The vendor will provide support for operating systems and other pre-installed software components/system software during the specified period of the hardware on which these software and operating system will be installed. The vendor shall repair or replace worn out or defective parts including all plastic parts of the equipments at his own cost including the cost of transport.
- vii. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
 - a. Diagnostics for identification of systems failures
 - b. Protection of data/ Configuration
 - c. Recovery/ restart facility
 - d. Backup of system software/ Configuration
- viii. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
- ix. The bidder shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.
- x. Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
- xi. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

31. Compliance with IS Security Policy:

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

- i. Responsibilities for data and application privacy and confidentiality
- ii. Responsibilities on system and software access control and administration



- iii. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
- iv. Physical Security of the facilities
- v. Physical and logical separation from other customers of the Vendor
- vi. Incident response and reporting procedures
- vii. Password Policy of the Bank
- viii. Data Encryption/Protection requirements of the Bank.
- ix. In general, confidentiality, integrity and availability must be ensured.

32. Penalty/SLA conditions:

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

33. Right to Verification:

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

34. Purchase Price:

- i. Total cost of product/solution (hardware equipments/ components/ software) with support (warranty and AMC, if desired) would be the Total Cost of Ownership (TCO) and has to be quoted in commercial bid.
- ii. Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial bid over the validity period defined in this RFP.
- iii. The order will be placed for total Cost of "hardware, software/firmware/services/warranty and AMC/ATS/S&S. Bank may also issue a separate order for AMC after expiry of the warranty period.
- iv. The applicable TDS will be deducted at the time of payment of invoices.
- v. Terms of payment are given in Part-II of this RFP document.
- vi. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.



- vii. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- viii. The Bank reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software.

35. Inspection and Quality Control Tests

- i. The Bank reserves the right to carry out pre-shipment factory / godown inspection by a team of Bank officials or demand a demonstration of the product on a representative model at Bidder's place.
- ii. The Inspection and Quality Control tests before evaluation, prior to shipment of goods and at the time of final acceptance would be as follows:
 - a) Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation tests at full load, facilities etc., as per the standards / specifications and may be done at factory site of the supplier before dispatch of goods, by the Bank / Bank's Consultants / Testing Agency.
 - b) The Vendor shall intimate the Bank before dispatching the goods to various locations/offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the supplier;
 - c) Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.
 - d) In the event of the product failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.
 - e) The inspection and quality control tests may also be conducted at the point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. In case of failure by the vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging



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

- f) Nothing stated herein above shall in any way release the supplier from any warranty or other obligations under this Contract.
- iii. The Bank's right to inspect, test and where necessary reject the products after the products arrival at the destination shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by the Bank or its representative prior to the products shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.
- Iv. Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.

36. Right to Audit:

- i. The Selected bidder (Service Provider) has to get itself annually audited by internal/ external empanelled Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the Service Provider are required to submit such certification by such Auditors to the Bank. The Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.
- ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, 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 the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the



Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected bidder in conjunction with the services provided to the Bank.

37. Subcontracting:

- i. As per scope of the RFP, subcontracting is prohibited. However, if the bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.
- ii. In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.

38. Insurance:

- i. The insurance shall be for an amount equal to 110 percent of the value of the Products from “Warehouse to final destination” on “All Risks” basis, valid for a period of one month after delivery of products at the defined destination.
- ii. Should any loss or damage occur, the Vendor shall:
 - a) initiate and pursue claim till settlement and
 - b) Promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

39. Validity of Agreement:

The Agreement/ SLA will be valid for the period up to end of support period including AMC, if opted. The Bank reserves the right to terminate the Agreement as per the terms of RFP.



40. Limitation of liability:

- i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.
- ii. The limitations set forth herein shall not apply with respect to:
 - a) claims that are the subject of indemnification pursuant to IPR infringement,
 - b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
 - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - d) When a dispute is settled by the Court of Law in India.
 - e) Loss occasioned by Non-compliance of Statutory or Regulatory Guidelines.

41. Confidentiality:

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



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

42. Delay in the Vendor's Performance:

- i. Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Bank 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, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by the supplier may result in imposition of penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document)

43. Vendor's obligations:

- i. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.
- iii. The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.



- iv. The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- v. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- vi. Vendor shall provide necessary training from the OEM to the designated SBI officials on the configuration, operation/ functionalities, maintenance, support & administration for software/ hardware and components, installation, troubleshooting processes of the proposed solution.
- vii. The Vendor shall treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Annexure-K** of this document.

44. Technical Documentation:

- i. The Vendor shall deliver the following documents to the Bank for every firmware/software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.
- ii. The vendor shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable.
- iii. The Vendor should also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above mentioned documentation should be supplied by the Vendor to the Bank, free of cost in timely manner. The vendor shall



develop customized documentation as per Bank's requirement, if desired by the Bank.

45. Patent Rights/Intellectual Property Rights:

- i. For any licensed software/firmware used by the finally selected L1 Vendor for performing services, the Vendor shall have the right as well as the right to license for the outsourced services. The vendor shall, if applicable, furnish a photocopy of the Agreement with their Principals/OEM in respect of 'Product' and services offered. Any license or IPR violation on the part of Vendor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor.
- ii. The Vendor shall, at its own expenses without any limitation, defend and indemnify the Bank against all third party claims or infringements of intellectual Property Rights including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secrete or industrial design, the supplier shall after due inspection and testing get the solution redesigned for the Bank, at no extra cost.
- iii. The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the Vendor shall be fully responsible therefore, including all expenses and court and legal fees.
- iv. The Bank will give notice to the Vendor of any such claim without delay, provide reasonable assistance to the vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

46. Liquidated Damages:

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



47. Conflict of Interest:

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

- (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 sub-clause if the shareholding of such person in the intermediary is less than



26% of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

48. Fraud & Corrupt Practices:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the Bidding Process.
- ii. Without prejudice to the rights of the Bank under Clause 21.1 hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.
- iii. For the purposes of this Clause , the following terms shall have the meaning hereinafter, respectively assigned to them:



- (a) “**corrupt practice**” means (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 Bank 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 Bank, 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 Bank 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 the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

49. Termination for Default:



- i. The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part:
 - a. If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; 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 the Bank; or
 - d. Discrepancies/deviations in the agreed processes and/or products; or
 - e. Violations of terms and conditions stipulated in this RFP.
- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Products and/or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.
- iii. If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, the vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- v. The Bank's right to terminate the Contract will be in addition to the penalties /liquidated damages and other actions as deemed fit.

50. Force Majeure:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.



- ii. . For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Vendor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

51. Termination for Insolvency:

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

52. Termination for Convenience:

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

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

All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out



of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (SBI 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 the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

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

54. Governing Language:

The governing language shall be English.

55. Applicable Law:

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

56. Taxes and Duties:

- a. The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Vendor shall include all such taxes in the contract price.
- b. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as Service tax, VAT/ Sales tax, Excise duty, Custom duty, Octroi, etc. should be specified in the separate sheet.



- c. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by the Vendor and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in **Indicative Commercial Bid** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder.
- d. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- 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.

57. Tax deduction at Source:

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.
- ii. The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.



58. Right to use defective product:

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

59. Tender Fee:

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

60. Notices:

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



Part-II

SCHEDULE OF EVENTS

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	Kanchan Baran Chakraborty Deputy General Manager, MAB IT Ops, GITC, State Bank of India, Plot No. D 222/2, MIDC, Nerul, Navi Mumbai – 400 706 Phone Number: +91-22-39218388 Mobile Number: +917572024473 Email: dgm.mabops@sbi.co.in Anil Kumar Chief Manager MAB IT Ops, GITC, State Bank of India, Plot No. D 222/2, MIDC, Nerul, Navi Mumbai – 400 706 Phone Number: +91-22-39218007 Mobile Number: +919004444954 Email : cm5.mab@sbi.co.in
2	Bid Document Availability including changes/amendments, if any to be issued	- RFP may be downloaded from Bank's website https://www.bank.sbi procurement news from 15.03.2017 to 22.03.2017
3	Last date for receipt of written request(s) for clarification	Upto 22.03.2017 before 16.00 hrs (All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail)
4	Pre - bid Meeting at the abovementioned address in Sl. No.1	From 15.00 hrs to 18.00 hrs on 27.03.2017 (date) at the abovementioned address in Sl. No.1
6	Last date and time for Bid submission	On 12.04.2017 upto 15.00 hrs
7	Address for submission of bids	MAB IT Ops, GITC, State Bank of India,



		Plot No. D 222/2, MIDC, Nerul, Navi Mumbai – 400 706 To Shri Anil Kumar	
8	Date and Time of opening of Technical Bids	16.00 hrs on 12.04.2017 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.	
9	Date and Time of opening of commercial Bids	11.00 hrs on 13.04.2017	
10	Reverse Auction	11.00 hrs on 05.05.2017	
11	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 State Bank of India	
12	Earnest Money Deposit	Rs. 10 Lakh	Validity period from the date of bid opening – 90 days
13	Performance Bank Guarantee	Rs. 80 Crore	78 months from date of SLA plus claim period of 3 months
14	Price validity from the date of price discovery	180 days	
15	Contact details of agency appointed for conducting Reverse Auction	Will be advised in due course	



ANNEXURES

Annexure	Index
A	Bid form
B	Bidder's Eligibility criteria
B1	Technical & functional specifications
C	Bidder details
D	Scope of work
E	Undertaking of authenticity
F	Manufacturer's authorization form.
G	Format for Bank Guarantee as Earnest Money Deposit
H	Format for submission of Performance Bank Guarantee
I	Penalties and SLA terms
J	Service Level Agreement
K	Non-disclosure Agreement
L	Pre-Bid Query Format
M	Pre-Contract Integrity Pact <Strike of, if not applicable>



ANNEXURE-A

BID FORM (TECHNICAL BID)

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

Date: _____

To:
< address of tendering office >

Dear Sir,
Ref: SBI-MAB-IT/16-17/02 dated: 15/03/2017

~~~~~

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to supply, Install, test, commission and support the desired equipments detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial bid through online auction to be conducted by the Bank's 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 the Bank, without any exception.

3. If our offer is accepted, we undertake to complete the formalities for supply, installation, testing and commissioning of the equipment within the period specified in this document.
4. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement as per sample available at **Annexure-J** of this document and



the rates quoted therein for the orders awarded by the Bank 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 certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
8. It is further certified that the contents of our bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the bid.
9. 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.
10. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
11. If our bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.
13. 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 Bank and/or communicated to the successful bidder(s).
14. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.
15. We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the RFP document.



Dated this ..... day of ..... 201

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

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_

**Seal of the company.**





### **Documents to be submitted as part of Response**

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

1. A Demand Draft for Rs. 10 lakh in favour of State Bank of India (valid for three months)
2. Technical specifications of each type of POS terminals offered, Indicative Commercial Bid and other information as per all Exhibits.
3. Other Supporting documents.
4. Detailed overview of supported Value Added Services offered and key Innovative features.
5. Detailed overview of Terminal Management Capabilities
6. Self declaration regarding supply of terminals in India.
7. Proof for financial soundness, Balance Sheets and Profit & Loss A/C
8. List of Service Centres
9. Deviations, if any, from the RFP conditions should be detailed in full in a separate document. Failure to indicate such deviations would imply that those deviations are absent.
10. Any other document mentioned in this RFP document and required to be produced.
11. Any other issue considered relevant by Respondents as Annexure.



**INDICATIVE PRICE PROPOSAL/INDICATIVE COMMERCIAL BID**

(Respondents have to provide their response, **separately**, for Each Type of terminal  
**(Total Equipment Cost with 03 years Warranty + 02 years AMC)**)

Dear Sir,  
The Deputy General Manager,  
State Bank of India, MAB IT Ops, GITC,  
Plot No. D 222/2, Omsagar Building,  
MIDC, Nerul, Navi Mumbai- 400 706

**Ref: SBI-MAB-IT/16-17/02 dated: 15/03/2017**

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

| Sl. No. | Type of Terminals                      | Unit | Price(in INR) |
|---------|----------------------------------------|------|---------------|
| 1       | NFC PSTN Biometric Enabled             | 1    |               |
| 2       | NFC Desktop GPRS Biometric Enabled     | 1    |               |
| 3       | NFC Portable GPRS Biometric Enabled    | 1    |               |
| 4       | NFC PSTN Biometric Integrated          | 1    |               |
| 5       | NFC Desktop GPRS Biometric Integrated  | 1    |               |
| 6       | NFC Portable GPRS Biometric Integrated | 1    |               |

Dated this ..... day of ..... 201

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(In the capacity of)

Duly authorised to sign Bid for and on behalf of



**Price Breakup Schedule**  
**(To be submitted after Reverse Auction)**

(Respondents have to provide their response, **separately**, for Each Type of terminal)

**Total Equipment Cost with 03 year Warranty + 02 years AMC)**

(The Cost of Adapter, Battery and Motherboard to be declared separately)

|   |                                                                                                                                                           |      |               |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------------|
| A | Cost of Equipment/POS Terminal (Hardware, software, OS, SDK etc.)                                                                                         | Unit | Amount in INR |
|   | Cost of Adapter (included in A) <b>Rs</b> _____<br>Cost of Battery (included in A) <b>Rs</b> _____<br>Cost of Motherboard (included in A) <b>Rs</b> _____ | 1    |               |
| B | AMC Charges for Year- IV                                                                                                                                  | 1    |               |
| C | AMC Charges for Year- V                                                                                                                                   | 1    |               |
|   | <b>Total {Price as per Section 5, clause (10)}<br/>(A+B+C)</b>                                                                                            | 1    |               |

this ..... day of ..... 201

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(In the capacity of)

Duly authorised to sign Bid for and on behalf of



## Annexure-B

### Bidder's Eligibility Criteria

The Bank invites offers from the interested Respondents who meet the following eligibility criteria:-

- a) Existing manufacturers of Points of Sale Terminals who are in the line of activity for the minimum period of three year as on March. 31, 2017.
- b) The minimum capital and free reserves of the company as per the latest balance sheet should not be less than Rs. 50 crores including that of parent company as on March. 31, 2016.
- c) Respondents should have supplied 75,000 POS terminals for capturing Merchant Acquiring transactions in India in last one year. Bank reserves the right to reject the bid in case terminals are not successfully tested and deployed in India.
- d) Company should be earning profit during each of last three financial years.
- e) Bidders should not have been blacklisted for deficiency in service by any Public Sector Bank.
- f) The bidder should agree to the terms and conditions of Service Level Agreement, should they become L1 in the reverse auction to execute a contract with the Bank.
- g) The bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order issued by any of the Department at SBI GITC as on the date of bid submission. [No change/ addition or deletion to be made by the bidder to any of the clauses.]
- h) The Respondent(s) have in-house capabilities to develop Points of Sales Terminals, software application and customize it to Banks' requirements. Respondent(s) has to inform the Bank the source of supply of POS terminals and Bank reserves the right to reject the bid in case the source of supply is not disclosed.
- i) The Respondent(s) MUST have capabilities and necessary certifications for manufacturing Europay MasterCard Visa (EMV), Payment Card Industry



Security Standards Council (PCISSC) Standards e.g. PCI PTS, PCI PADSS, PCI DSS compliant products. All devices should be PCI PED (PIN Entry Device)/PTS (PIN Transaction Security) 4.0 certified. The Respondent(s) should provide the necessary documentary proof to this effect. EMV certification (including Level-2 and Business Application) of terminals for SBI's Technology Service Providers will be the responsibility of the Respondent(s)/ terminal vendor and the cost for the same will also have to be borne by the Respondent(s)/terminal vendor.

- j) The Respondent(s) should have capabilities to supply terminals that can process all form factors of cards such viz., Mag-stripe, Chip, Contactless, RFID, Near Field Communications, Biometrics cards, Sound wave etc. and also the terminals offered should support all types of Credit, Debit, Pre-paid cards, SBI Buddy etc.
- k) Terminals should have integrated capability to capture data for biometric authentication.
- l) The terminals offered should support signature based, Chip based, Contactless (NFC) and PIN based cards.
- m) The terminals offered should be certified by MasterCard, Visa, Amex, NPCI, DFS/Diners, China Union Pay/JCB etc. and meet the standards prescribed from time to time by such agencies.
- n) The terminals should be able to accept VISA/Master Card/Amex/JCB/RuPay/China Union Pay/Diners etc., cards
- o) Terminal vendor (Respondent) should have service centres, having adequate number of trained personnel, at minimum 10 locations spread in different states of the country.
- p) Terminal vendor has to deliver the terminals as per purchase order to the existing and prospective warehouses of our Technical Service Providers (TSPs) on vendor's cost PAN India.
- q) Respondent(s) should be Competent to support other value added services including Cash at POS, remittances, utility bill payment, EMI payments, bus ticketing, rail/air ticketing, mobile top up , Dynamic Currency conversion, Pre authorization facility etc. as per the existing and future requirement of



the Bank. Cost of developing necessary application for value added services is to be factored in the cost.

**Capabilities preferred from the Respondent(s):**

- a) The Respondent(s) should have the experience of minimum three years supplying POS devices to at least one Bank/FI in India for Merchant Acquiring Business and should have supplied minimum of 75,000 terminals in last one year with satisfactory track record. A self declaration with details in this regard to be submitted along with the technical bid. .
- b) The software solution should support attendant features such as Banks' Green Channel initiative, loyalty points, EMI payments, issue of insurance policies e.g. SBI Life, LIC, General Insurance etc. as per the requirement, cash back, discounts, gift vouchers/coupons, rewards, contests and periodical schemes. In this regard, the terminal / terminal application should have the capability of getting the download through remote terminal management (RTM) system. The selected terminal vendor should provide the necessary software support for RTM. The quoted cost of the terminal should include all these facilities.
- c) The Terminals proposed to be supplied should have integrated NFC, biometric reader, Sound wave etc..
- d) The terminals should be able to integrate with PC for the purpose of reading the value of transaction and automated printing of the chargeslip from the terminal instead of manually swiping the card on the terminal/PC.
- e) The terminal vendor/Respondent(s) should provide the Bank (SBI) or its representative the SDK (Software Development kit) for its use.

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-B1**

**Technical & Functional Specifications**

1. The Bank envisages to procure 5,00,000 POS terminal in a period of 18 months from the date of execution of agreement between Bank and Respondent (s) This estimate have been made on the basis of market feedback. However, it may be noted that Bank does not assume any obligation, whatsoever, for the number of POS terminals actually to be purchased during aforesaid period. Following types of POS Terminals are expected to be procured : (Indicative only- we may inter change the types of terminal, quantity as per our actual requirement within the overall RFP value)

**Tentative Requirement**

| Type of Terminal            | Indicative % of Total Number |
|-----------------------------|------------------------------|
| Desktop - PSTN and Ethernet | 10%                          |
| Desktop - GPRS              | 35%                          |
| Portable – GPRS             | 55%                          |

Bank will have full interchangeability among above POS terminals models i.e. Desktop - PSTN and Ethernet , Desktop – GPRS and Portable GPRS.

However for évaluation, number of terminals will be taken as under:

| Type of Terminal                | Indicative Number |
|---------------------------------|-------------------|
| NFC Desktop - PSTN and Ethernet | 50,000            |
| NFC Desktop - GPRS              | 1,75,000          |
| NFC Portable – GPRS             | 2,75,000          |
| <b>Total</b>                    | <b>5,00,000</b>   |

- 2 The Respondents are required to offer their suitable products in above categories. Following features are pre-requisite for technical qualification :



- i) The PCI-PED/PCI-PTS
  - ii) Europay MasterCard Visa (EMV) compliant and also /standards mentioned by the Regulators should be complied with, including the Prompting of PIN, TLE and DUKPT)
  - iii) Integrated Shield to cover Key Pad of POS terminals.
- 3 The Respondent(s) products MUST conform to all of the above standards. The details in respect of each of the above product offered for supply should be provided on the following lines :

| Requirement                       | Specification- Make & Model                                                                                        |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Operating System (OS)             | Adaptability of the terminal to take new versions of OS in case of up- gradation or change                         |
| POS Terminal Hardware & Processor | Processor Speed viz., ARM, MHz, bit etc.                                                                           |
|                                   | Magnetic Card Reader (Track Level)                                                                                 |
|                                   | Smart Card Reader (ISO standards, synchronous and asynchronous card details, EMV level, number of card insertions) |
|                                   | SAM Card Reader (Security Access Modules) Details                                                                  |
|                                   | Keypad Details including number of function keys and rate for number of key presses                                |
|                                   | Number of peripheral Ports including details of how these are powered / USB details                                |
|                                   | Display details including pixel, graphical, backlit information, display inches, character line support            |
|                                   | Weight                                                                                                             |
| Security Features                 | Level of PCI                                                                                                       |
|                                   | Level of EMV                                                                                                       |
|                                   | SSL Details                                                                                                        |
|                                   | 3DES Encryption Details                                                                                            |



|                        |                                                                                                                                                             |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                        | Master/Session and DUKPT key / line encryption management details                                                                                           |
|                        | MasterCard PTS                                                                                                                                              |
|                        | ROHS (Restriction of Hazardous Substances) Compliance                                                                                                       |
| Printer:               | Printer Details including graphics capabilities, print lines per second, tally roll dimensions                                                              |
| Modem and Connectivity | Modem Details (kbps), Protocol Frequencies                                                                                                                  |
| <b>Requirement</b>     | <b>Specification</b>                                                                                                                                        |
| Memory                 | Total Memory: <ul style="list-style-type: none"> <li>- Flash</li> <li>- SDRAM</li> <li>- SRRAM</li> <li>- Ability to upgrade RAM using SAM Slots</li> </ul> |
| Environmental          | Operating Temperature, humidity tolerance and non-condensing details                                                                                        |
| Connectivity           | Network details and communication options supported                                                                                                         |
| Power                  | Voltage Input & Output Details                                                                                                                              |
|                        | Battery Details                                                                                                                                             |

## A. Terminal Functional Requirements

### Product History

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

### Training

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

### POS Terminal & System Software



The POS Terminal/Software requirements for the Terminal Management and Database system/configuration should be given in detail. This should include the estimated costs. Specific costs regarding the original set-up and ad-hoc downloads of new software to the terminal base must be included in the response to the RFP (if any). Key injection in the terminals will be done by the Bank's Technology Service Provider. Vendor has to provide all the necessary support for key injection, for any operational requirements of the System to the Bank's Technology Service Provider to cater further significant growth/expansion during the entire life cycle of the terminals. Particular attention should be paid to any operational requirements of the system and it should cater for further significant growth/expansion.

### **Support and Release Management Philosophy**

The level of on-going support and the overall release management philosophy of the supplier must be set out. The level of support provided and guaranteed response times will be critical. Escalation procedures should also be identified, and should be included in the proposal. The proposal should detail all available levels of support from helpdesk, remote dial-in support to location/composition of support team.

### **Terminal Protocols**

The Respondent should outline the details of all current terminal message protocols supported. Details of what software is supplied with the POS Terminal should be outlined. The respondent should have proper ownership/license/authority in respect of such software to provide the same to Bank.

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



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

### **Terminal Management**

The Respondent must be able to provide a comprehensive Terminal Management System (TMS) compatible to the switches used by Bank's Technology Service Providers (TSPs), which will facilitate capability to deploy and remote manage all aspects of the terminal lifecycle cost effectively. The Terminal Management system must provide for mass maintenance/scheduling, based on various criteria, location, and type of business etc. The Respondent should note that the MAB Vertical in SBI, wishes to undertake terminal management activities directly or through its Technology Service Provider, and does not require the supplier to manage any aspects of this, other than in providing licences and any related POS Terminal infrastructure to run the TMS.

The Terminal Management System must be able to provide a central (Remote) download capability for all features/applications that are in the terminal today and also cater for the forthcoming plans to roll out new VAS (Value Added Services) solutions etc.

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

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

Detailed analysis with regard to the type of Database (relational etc), the system benefits with regard to capacity for terminals, future growth potential should be clearly documented in this section of the response.

The TMS system is one of the key factors and existing reference sites should be highlighted with the relevant key contacts.

### **Telecommunications**

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



### **Value Added Services (VAS)**

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

### **EMV (Europay MasterCard and Visa) Compliance**

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

### **PCI (Payment card Industry) Approval**

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

### **Payment Industry Approvals**

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

### **Capacity**

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

### **General Processing**

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

### **Interfaces**

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





### **Terminal Stock Lead Time**

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

### **On-going Maintenance**

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

### **Performance Tracking**

The ability of the TMS to provide performance tracking on the POS devices (failures, performance etc) should be covered. The specific MIS that is available from the TMS system should also be clearly identified and included in the response. Any malfunctioning of the terminal on account of application error (terminal application supplied by the terminal vendor) and consequent loss if any, suffered by the Bank shall be attributable to the vendor and accordingly he shall be liable to compensate/indemnify the Bank fully to the extent of RFP order value. However, Bank may at its discretion arrange for forensic audit to determine the malfunctioning of the software application.

### **Security**

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

### **Terminal Software - Ownership/ IPR.**

The RFP must address ownership of application software including the Intellectual Property rights of the software. Escrow arrangements may be required for the application and operating system software and proposals in this area are required.

### **Architecture**

The proposal should address the architecture of the software design. A component-based architecture that will allow for re-use of common modules between applications is desired. The development environment for application



software, together with development practices, software inventory, version control, change control and quality assurance should be included.

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

### **Dynamic Currency Conversion Transaction Processing**

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

### **Language Support**

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

## **B. Mandatory Requirements**

(These form part of response for evaluation purpose)

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



Exhibit-1

## Mandatory Requirements

**(Respondents have to provide their response for Each type of terminal separately on the following Conditions/Business conditions only in 'Yes' or 'No')**

**Certification/Compliance/Regulatory/Hardware/SDK Requirements**

| Condition                               | Description                                                                                                                                                                                                                                        | Response |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| EMV Certification                       | The terminal is EMV compliant (minimum standard is EMV 4.0 for L1 & L2). The supplier will have to be an EmvCo approved vendor.                                                                                                                    | YES/NO   |
| Contactless Certification               | VCPS Paywave 2.1.3 or later or the equivalent contactless Kernel 3.<br>PayPass version 3.0 or later<br>Any future requirements by Card schemes.                                                                                                    | YES/NO   |
| PCI Approval                            | The terminal meets the latest and future PCI mandates for PCI DSS, PCI PA DSS, PCI PTS (4.0 or above)                                                                                                                                              | YES/NO   |
| Regulatory Mandates                     | The terminal meets all the present and future regulatory requirements like PIN prompting, DUKPT, TLE, BIS etc.                                                                                                                                     | YES/NO   |
| Sharing of SDK for Banks Business needs | The terminal vendor should provide the bank (SBI) or it representative the SDK for its use.                                                                                                                                                        | YES/NO   |
| DES Encryption                          | 3 DES Encryption supported                                                                                                                                                                                                                         | YES/NO   |
| Memory                                  | Flash – 32 MB & Above; SDRAM - 32 MB & Above                                                                                                                                                                                                       | YES/NO   |
| Power Adapter                           | AC/DC INPUT Voltage: 100-240V; 47-63Hz ; and Max Consumption: 210mA, Output : 8V 2A <b><i>(Full specifications of Power Adapters and their suitability for Indian conditions, particularly in tier-2 &amp; tier-3 centres to be furnished)</i></b> | YES/NO   |



### Functionality Requirements:

| Business Condition                 | Definition                                                                                                            | Response |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------|----------|
| Chip transactions                  | Transactions performed using chip cards.                                                                              | YES/NO   |
| Option of Contactless Transactions | Transactions performed using Contactless protocols.                                                                   | YES/NO   |
| Swiped transactions                | Transactions performed using magnetic stripe embedded on the card.                                                    | YES/NO   |
| Keyed transactions                 | Transactions performed using card numbers entered manually.                                                           | YES/NO   |
| Blocking Transaction Mode          | How to enable/ disable a particular transaction?<br>Parameter driven.<br>Blocked by BIN<br>Ceiling limit by BIN Keyed | YES/NO   |
| Online Authorization               | Transaction used to authorize a card is valid or not.                                                                 | YES/NO   |
| Purchase (Sale)                    | Transaction used to authorize a card and amount.                                                                      | YES/NO   |
| Refund                             | This transaction is used to credit the money to cardholder account from merchant account.                             | YES/NO   |
| Void                               | This transaction is used to cancel the previously performed purchase or refund transaction in the same batch.         | YES/NO   |



|                                            |                                                                                                                                                                                                                                                         |               |
|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Pre-Authorization                          | This transaction is mostly used in hotel and lodging environment. This transaction will be stored in separate batch. This will not be settled with the normal batch. This will be moved to normal batch / settlement after sale completion transaction. | <b>YES/NO</b> |
| Cash back/<br>Cash@POS                     | This transaction allows cardholder to get cash from merchant.                                                                                                                                                                                           | <b>YES/NO</b> |
| Referral handling,<br>(Force transactions) | Referral is used by issuer, if cardholder activity is suspicious. Cardholder should then call issuer bank, authenticate himself to get referral code and perform transactions.                                                                          | <b>YES/NO</b> |
| Tip handling                               | This is mostly used in restaurant merchants to give TIP to restaurant employees.                                                                                                                                                                        | <b>YES/NO</b> |
| End of Day                                 | This is to settle all the transactions performed during the day. Merchant's account will be credited only after this transaction.                                                                                                                       | <b>YES/NO</b> |
| Cancel Button                              | Cancel key is used to cancel any operation and take the terminal back to idle screen display.                                                                                                                                                           | <b>YES/NO</b> |
| Enter Button                               | Enter Key is used to confirm anything on the terminal application.                                                                                                                                                                                      | <b>YES/NO</b> |
| Paper Detection                            | Paper feed is used to feed the paper in terminal internal thermal printer.                                                                                                                                                                              | <b>YES/NO</b> |
| Time Display                               | To display date/time on terminal's display.                                                                                                                                                                                                             | <b>YES/NO</b> |
| Batch Purge                                | This is to clear the open batch transactions.                                                                                                                                                                                                           | <b>YES/NO</b> |
| Request current batch totals               | This is to give summary of transaction count and amount based on card types, performed in the current batch.                                                                                                                                            | <b>YES/NO</b> |
| Request previous batch totals              | This is to give summary of transaction count and amount based on card types, performed in the last settled batch.                                                                                                                                       | <b>YES/NO</b> |
| Duplicate Transaction Printing             | This is to print the last transaction charge slip for reference.                                                                                                                                                                                        | <b>YES/NO</b> |



|                      |                                                                                                                                                |               |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Security Levels      | What Features can be password protected:<br>Voids<br>Refunds<br>Pre-auth<br>Offline forces<br>Batch Purge<br>Supervisor<br>Engineer            | <b>YES/NO</b> |
| Shift Totals         | This is to give summary of transaction count and amount based on card types, performed in the current batch. Usually used in Petrol pumps etc. | <b>YES/NO</b> |
| Display Transactions | This is to review transactions on the current batch on terminal display.                                                                       | <b>YES/NO</b> |
| Detail Report        | This is to give detailed information of card number, card type, transaction amount, invoice number, expiry date, and totals                    | <b>YES/NO</b> |
| Summary Report       | This is to give summary of transaction count and amount based on card types, performed in the current batch.                                   | <b>YES/NO</b> |
| Search by Number     | This is to search transactions based on invoice number or based on last 4 digits of card number.                                               | <b>YES/NO</b> |
| Search by Amount     | This is to search transactions based on transaction amount.                                                                                    | <b>YES/NO</b> |
| Date/Time            | Synchronized with host?<br>Receipt timestamp printed from authorization response.                                                              | <b>YES/NO</b> |
| Display Terminal ID  | To display terminal ID for verification and confirmation.                                                                                      | <b>YES/NO</b> |
| Display Version      | Current Software                                                                                                                               | <b>YES/NO</b> |
| Print Settings       | Print current configuration settings.                                                                                                          | <b>YES/NO</b> |
| Edit Print Option    | Turn off printer.                                                                                                                              | <b>YES/NO</b> |
| Change Contrast      | To adjust contrast of display.                                                                                                                 | <b>YES/NO</b> |
| Edit Password        | Change password option.                                                                                                                        | <b>YES/NO</b> |
| Edit Terminal ID     | Password protected?                                                                                                                            | <b>YES/NO</b> |
| Edit Date            | To change terminal's date/time manually.                                                                                                       | <b>YES/NO</b> |



|                         |                                                                                                                         |               |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------|---------------|
| Software Download Modes | Must have Terminal Management System (TMS).<br>See TMS section.                                                         | <b>YES/NO</b> |
| Multi-Application       | Ability to run multiple applications like Payments, loyalty, gift card etc. without affecting other application's data. | <b>YES/NO</b> |
| Multi Merchant          | Ability to support multiple merchants in a same application.<br>This is mostly used under EMI environment.              | <b>YES/NO</b> |





**Exhibit 2**

**Terminal Specifications Evaluation**

**(Respondents have to provide their response for Each type of terminal i.e. separately on the following technical specifications)**

| Technical Specification           | Criteria & points                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Max. Score |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| POS Terminal Hardware & Processor | <p>Processor Details:</p> <ul style="list-style-type: none"> <li>ARM 11, 500 MIPS, 400 Mhz clock frequency<br/>(7)</li> <li>ARM 9, Less than 500 MIPS, Less than 400 Mhz clock frequency<br/>(5)</li> <li>Older than ARM 9<br/>(00)</li> </ul> <p>Magnetic Card Reader: Number of Insertions Supported:</p> <ul style="list-style-type: none"> <li>Triple track (tracks 1, 2, 3),<br/>(3)</li> <li>Less Than Triple track (tracks 1, 2),<br/>(0)</li> </ul> <p>Smart Card Reader details:</p> <ul style="list-style-type: none"> <li>Synchronous and asynchronous, with Insertions of 3.00 lac or more<br/>(3)</li> <li>Synchronous &amp; asynchronous, with Insertions of less than 3.00 lac<br/>(2)</li> </ul> <p>Number of SAM (security Access Module) Slots:</p> <ul style="list-style-type: none"> <li>3 or more<br/>(3)</li> <li>2 slots<br/>(2)</li> <li>Less than 2 slots<br/>(0)</li> </ul> <p>Key Pad Details:</p> <ul style="list-style-type: none"> <li>0.5 million or more<br/>(2)</li> <li>0.25 to 0.5 million<br/>(1.5)</li> <li>Less than 0.25 million<br/>(1)</li> </ul> <p>Number of Peripheral Ports (Ethernet, USB &amp; RS232)</p> <ul style="list-style-type: none"> <li>All the 3 Ports<br/>(3)</li> </ul> | 25         |



|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |    |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
|                   | <ul style="list-style-type: none"> <li>• 2 Ports<br/>(2)</li> <li>• Less than 2 Ports<br/>(0)</li> </ul> <p>Display Configuration:</p> <ul style="list-style-type: none"> <li>• 160X80 resolution, 8X21 characters<br/>(3)</li> <li>• 128x64 resolution, 8x21 characters<br/>(2)</li> <li>• 128x64 resolution, 4x21 characters<br/>(1)</li> </ul> <p>Weight: (With Battery in case of Portable GPRS terminals (both NFC and Non-NFC))</p> <ul style="list-style-type: none"> <li>• Less Than 400 Gms<br/>(1)</li> <li>• 400 – 500 Gms<br/>(.5)</li> <li>• More Than 500 Gms<br/>(0)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                              |    |
| Security Features | <p>Level of PCI approval:</p> <ul style="list-style-type: none"> <li>• PCI PTS 5.0 (4)</li> <li>• PCI PTS 4.0 (2)</li> <li>• Platforms with lesser versions (0)</li> </ul> <p>EMV Compliance Level:</p> <ul style="list-style-type: none"> <li>• EMV 4.2 L1 &amp; EMV 4.3 L2 (4)</li> <li>• EMV 4.0 for L1 &amp; L2 (3)</li> <li>• EMV lesser than 4.0 (0)</li> </ul> <p>SSL (Secured Socket Layer) Encryption Support:</p> <ul style="list-style-type: none"> <li>• SSL Supported (3)</li> <li>• SSL Not Supported (0)</li> </ul> <p>3 DES Encryption Support</p> <ul style="list-style-type: none"> <li>• 3 DES Supported (3)</li> <li>• 3 DES Not Supported (0)</li> </ul> <p>Master/ Session and DUKPT key management details:</p> <ul style="list-style-type: none"> <li>• Supports (2)</li> <li>• Do not Support (0)</li> </ul> <p>MasterCard PTS Support:</p> <ul style="list-style-type: none"> <li>• PTS Supported (2)</li> <li>• PTS Not Supported (0)</li> </ul> | 20 |



|                      |                                                                                                                                                                                                                                                                                                                                                                  |    |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
|                      | <b>ROHS (Restriction of Hazardous Substances) Compliance</b> <ul style="list-style-type: none"> <li>Compliant (2)</li> <li>Non-Compliant (0)</li> </ul>                                                                                                                                                                                                          |    |
| Memory               | <b>Flash</b> <ul style="list-style-type: none"> <li>64 MB &amp; above (10)</li> <li>32 MB (07)</li> <li>Less than 32 MB (00)</li> </ul> <b>SDRAM</b> <ul style="list-style-type: none"> <li>Above 32 MB (10)</li> <li>32 MB (07)</li> <li>Less than 32 MB (00)</li> </ul>                                                                                        | 20 |
| Modem & Connectivity | <b>PSTN</b> <ul style="list-style-type: none"> <li>Standard 56 kbps modem –Bell 103/212a, CCITT V.21/V.22/V.22bis/V.32/V.32bis- (300/1200/2400/9600/14400/ 33.6/56) and HC Fast Connect for 1200bps. – (10) else Nil</li> </ul> <b>GPRS</b> <ul style="list-style-type: none"> <li>Wireless wide area GSM/GPRS on 850/900/1800/1900 MHz (10) else Nil</li> </ul> | 10 |
| Printer              | Integrated thermal with graphics capabilities, 18 lines per second, 24 or 32 columns; standard roll paper 58 mm (2.25 in.) x 25 M (82 ft.) Plastic Bar Tear. (05) else Nil                                                                                                                                                                                       | 5  |
| Environmental        | <b>Capability to work in different environmental conditions</b> <ul style="list-style-type: none"> <li>Operating Temperature (&lt;0 to + &gt;50) and Non-Condensing (5)</li> <li>Operating Temperature (0 to +50) and Non-Condensing (3)</li> <li>Operating Temperature (&gt;0 to &lt; 50) and Non-Condensing (0)</li> </ul>                                     | 5  |
| Connectivity         | Network details and communications supported                                                                                                                                                                                                                                                                                                                     | 5  |



|                |                                                                                                                                                                                                                                                                                                                                                                                                            |            |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
|                | <ul style="list-style-type: none"> <li>Terminals with all 03 options-PSTN, Ethernet &amp; GPRS, (05)</li> <li>Terminals With 02 options (03)</li> <li>Terminals with 01 option (0)</li> </ul>                                                                                                                                                                                                              |            |
| Power/ Battery | <b>PSTN &amp; Desktop GPRS</b> <ul style="list-style-type: none"> <li>AC input 100 - 240 VAC, 50/60 Hz; DC Output 8.2V 2.25A – (10) else Nil</li> </ul> <b>Portable GPRS (Battery Specifications)</b> <ul style="list-style-type: none"> <li>Battery Capacity 2000 mAh or more (10)</li> <li>Battery Capacity &lt;2000 mAh &amp; &gt;=1800 mAh (05)</li> <li>Battery Capacity &lt;1800 mAh (00)</li> </ul> | 10         |
| <b>Total:</b>  |                                                                                                                                                                                                                                                                                                                                                                                                            | <b>100</b> |



**Exhibit 3**

## **Functional Specifications**

**(Respondents have to provide their response for Each type of terminal separately on the following functional parameters)**

| <b>Functional Parameter</b>       | <b>Criteria &amp; points</b>                                                                                                                                                                                                                                                                                                                                   | <b>Max. Scores</b> |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| Terminal Management System        | <p>Relevance of Terminal management System to SBI :</p> <ul style="list-style-type: none"> <li>Auto (Remote) Software Download. (15)</li> <li>MIS support &amp; Statistics Calculations (10)</li> </ul>                                                                                                                                                        | 25                 |
| Terminal Software Application     | <p>"Terminal software application" is rated on following parameters –</p> <ul style="list-style-type: none"> <li>Security offered by application system against unauthorized access. (10)</li> <li>Application Manager offers real time interruption troubleshooting. (06)</li> <li>Terminal application allows local and remote diagnostics. (04)</li> </ul>  | 20                 |
| Value Added Services capabilities | <p>Vendor value added services will be evaluated on the spread of services offered as under:</p> <ul style="list-style-type: none"> <li>Loyalty programs (Customer/Merchant) (02)</li> <li>Utility Payment Applications. (02)</li> <li>Ticketing Solutions (02)</li> <li>EMI Solutions (02)</li> <li>Various kinds of retail applications etc. (02)</li> </ul> | 10                 |
| Expenses of                       | What Percentage of global revenue is spent on Research and Development                                                                                                                                                                                                                                                                                         | 10                 |



|                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |    |
|----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| Research & Developme<br>nt activities<br>in last three<br>years (Amt<br>in INR and<br>% of Gross<br>global<br>Turnover to<br>be<br>provided) | <ul style="list-style-type: none"> <li>Organization Spending more than 9 % (10)</li> <li>organization Spending Between 5 to 9 % (07)</li> <li>Organization Spending &lt; 5 % (00)</li> </ul>                                                                                                                                                                                                                                                                                                                                   |    |
| No. of<br>locations<br>having<br>Terminal<br>Repair<br>Centers<br>across<br>India                                                            | <p>How many locations having Terminal Repair and Service Centers Across India?</p> <ul style="list-style-type: none"> <li>Having centers at &gt; 15 locations (15)</li> <li>Having centers at <math>\geq 10</math> &amp; &lt;15 locations (10)</li> <li>Having centers at &lt; 10 locations (05)</li> </ul>                                                                                                                                                                                                                    | 15 |
| Support<br>and<br>Release<br>Manageme<br>nt<br>Philosophy                                                                                    | <p>Vendors expertise on support and release management is defined on following parameters</p> <ul style="list-style-type: none"> <li>Vendor has robust requirement gathering process. (02)</li> <li>Vendor has quality assurance processes In process. (02)</li> <li>Vendor has centralized application version maintenance system. (02)</li> <li>Vendor has release management process to assure seamless releases and back up plan in case of failure. (02)</li> <li>Vendor should have agile support system (02)</li> </ul> | 10 |



|                                 |                                                                                                                                                                  |            |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Terminal<br>Protocol<br>Service | <ul style="list-style-type: none"> <li>Terminal protocol is ISO 8583 certified<br/>(10)</li> <li>Terminal protocol is not ISO 8583 certified<br/>(00)</li> </ul> | 10         |
| <b>Total:</b>                   |                                                                                                                                                                  | <b>100</b> |





## **Evaluation Methodology**

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

### **4A: Technical Specification Evaluation Parameters and Weightings:**

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

#### **A (i) : POS Terminals Technical specifications:**

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

| <b>Technical Specification</b>    | <b>Maximum Scores</b> |
|-----------------------------------|-----------------------|
| POS Terminal Hardware & Processor | 25                    |
| Security Features                 | 20                    |
| Memory                            | 20                    |
| Modem & Connectivity              | 10                    |
| Printer                           | 5                     |



|               |            |
|---------------|------------|
| Environmental | 5          |
| Connectivity  | 5          |
| Power         | 10         |
| <b>Total:</b> | <b>100</b> |

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

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

#### **A (ii) : Terminal Functional Capabilities**

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

| <b>Functional Parameter</b>                                                                                           | <b>Maximum Scores</b> |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------|
| Terminal Management System                                                                                            | 25                    |
| Terminal Software Application                                                                                         | 20                    |
| Value Added Services capabilities                                                                                     | 10                    |
| Expenses of Research & Development activities in last three years (Amt in INR and % of Gross Turnover to be provided) | 10                    |
| Locations of Terminal Repair Centres across India                                                                     | 15                    |
| Support and Release Management Philosophy                                                                             | 10                    |
| Terminal Protocol Service                                                                                             | 10                    |
| <b>Total:</b>                                                                                                         | <b>100</b>            |

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



#### **4B . Commercial Evaluation Parameters & weightages**

- I. The commercial evaluation will be conducted separately for each type of POS terminal. The evaluation process will be undertaken through Reverse Auction method explained elsewhere in the RFP. The single commercial evaluation parameters would be the lowest price **{Refer Section 5 Clause (10) “Price”}** for each type of terminal quoted by the bidder during Reverse Auction. Such price shall be exclusive of applicable taxes like VAT, Service tax, local taxes, if any. Prices should be quoted inclusive of import duties and excise, if any.
- II. The bidder who fails to bid for all type of terminals will be dis-qualified and shall not be considered for evaluation.
- III. It may be noted that commercial evaluation for each type of POS terminal shall be conducted as per the procedure explained in the RFP document on the basis of lowest price quoted by the bidders in Indian National Rupee (INR) for supply at any destination in India.
- IV. The bidder quoting lowest price (L-1) in reverse auction shall emerge as preferred supplier. It may be noted that Bank would prefer to obtain supplies from the L-1 Respondent. However, it may, at its sole discretion, procure supplies from other respondents who match the price & terms due to the reasons mentioned elsewhere in this RFP, should that is considered desirable. The Bank's decision in this regard will be final and binding upon the bidders.

#### **4C. Others:**

1. An agreement shall be executed between the Bank and selected Respondent(s) containing detailed terms and conditions and also technical specification, price and payment terms for each type of POS terminal to be supplied by such bidder(s) which will be valid for a period of 78 months from the date of execution.
2. The orders for supply of terminals will be placed in stages as per the Bank's requirement subject to the clause mentioned in para B (3) herein above.



3. Respondents should state how they propose to manage the relationship with the Bank and include details of proposed key account management structure. Background and resume information of key staff should be outlined together with reporting lines of staff in India, escalation points within the respondent's Indian business and how these fit to the respondent's global business if applicable.
4. Structure charts should also be provided and details included regarding on-going account management and governance, the form and frequency of relationship reviews and Service Level Agreement (SLA) information for questions and escalations raised by the bank in a business as usual environment.



**Annexure-C**

**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 <ul style="list-style-type: none"> <li>a. Name</li> <li>b. Designation</li> <li>c. Address</li> <li>d. Phone Number (Landline)</li> <li>e. Mobile Number</li> <li>f. Fax Number</li> <li>g. Email Address</li> </ul> |         |
|        |                                                                                                                                                                                                                                                                            |         |

Signature and Seal of Company



## Annexure-D

### **Scope of Requirements and Facilitation Process**

#### **Scope of Requirements**

1. State Bank of India (the Bank) has pan India presence with about 17,000 branches and additional about 5000 branches of its 5 Associate Banks. The State Bank Group (SBG) also plans to expand its business by opening a large number of branches and ATMs in the coming years. State Bank Group has over 300 million customers. SBG is the largest issuer of debit cards in the country. In addition, largest numbers of Small & Medium Enterprise (SME), Mid-Corporates and Large Corporates have banking relationship with the State Bank Group.

2. In order to create POS infrastructure in the country to promote electronic transactions passing through the merchant locations, the Bank plans to add over 5,00,000 (Five Lakh) terminals in next 18 months at various Merchant establishments.

The present RFP is for 18 months of requirement i.e. 5,00,000 POS terminals keeping in view the stock in hand for each type of POS terminal and to meet the urgent business requirement. The Bank would have the option to review the prices and other terms of supply at any time, should that be considered desirable. However, once the final price is quoted, no escalation is permitted subsequently during the period of 18 months commencing from the date of execution of POS Purchase Agreement. Supply of POS terminals by the selected vendor for the said 18 months will not confer right to claim supply for the subsequent years requirements. However, Bank reserves the right to procure supply at the same rate for the said period of 18 months. Further Bank will also have an option to procure 20% additional terminals in addition to the quantity mentioned in the RFP, if need arises. As such in present case Bank may procure up to 6.50 lakh terminals from the shortlisted vendor(s) at the L-1 rate.

3. IT MAY ALSO BE NOTED THAT BANK WILL NOT BE ABLE TO ADVISE SCHEDULE OF REQUIREMENTS AND WOULD PROCURE SUPPLIES AS PER ITS' ACTUAL REQUIREMENT OVER A PERIOD OF 18 MONTHS DEPENDING UPON ITS REQUIREMENT.



1. Although, the Bank is confident about achieving the aforesaid numbers, the actual position would depend upon the situation obtaining at the material time including the Government Directives, statutory regulations etc., and the Bank does not assume any responsibility for short procurement/nil procurement/variation/cancellation of orders whatsoever, in this regard. The roll out is envisaged PAN-India simultaneously and cover all types of Merchant Locations.
2. The POS terminals shall have to be Screen printed/embossed prominently and have separate colour code (State Bank Blue) as per its specifications. Design should be advised by the vendor. The spirit behind this approach is that Bank's POS terminals shall be identifiable and be of the latest technical specifications, equipped with all possible security features and value added services. Bank intends to highlight such features for public awareness in order to impress upon the cardholder to use these terminals at merchant locations. Therefore, it is necessary that Bank's POS should be separately identifiable in terms of color and display. Respondents are also welcome to provide their innovative ideas, which they can provide to the Bank along with their POS terminals to achieve the Bank's objective of having distinctly identifiable POS terminals of the Bank from other players in the field, along with the technical bid.
3. Apart from capacity to supply the required number of terminals, vendor should have capability to develop applications (software) and push it from remote locations. Vendor should have sufficient number of service centres PAN India to take care of repairs of the terminals as and when desires.

#### **B. The facilitation process to respond to RFP**

1. The respondents are required to submit detailed response to the RFP delineating their capabilities to supply the required POS terminals. A Pre-bid meeting will be arranged by the Bank as per the schedule of activities provided at the end of this Section in order to provide clarifications to queries received from the bidders should that be considered relevant. The queries may be sent to the Bank through email at the email addresses of the officials provided elsewhere in this section. However, the Bank, at its sole discretion, reserves the right whether to





respond or not to all / some of the queries received from the prospective respondents or provide written clarifications. The Bank will endeavour to respond to the queries of prospective respondents received by the prescribed date from the eligible and prospective respondents. The Bank will provide the response to those queries considered relevant to all entities who have been issued the RFP to ensure transparency in this regard. No oral response to a clarification request shall be construed as amending this RFP document. Nothing in this section shall be taken or read as compelling or requiring the Bank to respond to any questions or to provide any clarifications. No extension of any deadline will be granted on the basis or grounds that the Bank has not responded to any question or provided any clarification. The Bank, at its sole discretion, may issue addendum to the RFP, if considered desirable.

2. The Respondents are required to submit their detailed response to each of the qualification parameters seriatim listed elsewhere in this document. The documentary proof in support of all claims of performance, certification, standards, financials, references made in the responses may be enclosed failing which, the Bank may not take cognizance of such qualification or even reject the response at its sole discretion. For any assertion made in response to the RFP, the Bank reserves the right to seek additional documentary proof, as deemed necessary. Non submission of required proof/ documentary evidence within the time limit prescribed by the Bank shall render the response void and it would be treated as withdrawn.

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



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

|                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Kanchan Baran Chakraborty<br/>Deputy General Manager,<br/>MAB IT Ops, GITC,<br/>State Bank of India,<br/>Plot No. D 222/2,<br/>MIDC, Nerul,<br/>Navi Mumbai – 400 706<br/>Phone Number: +91-22-39218388<br/>Mobile Number: +917572024473<br/>Email: <a href="mailto:dgm.mabops@sbi.co.in">dgm.mabops@sbi.co.in</a></p> | <p>Anil Kumar<br/>Chief Manager<br/>MAB IT Ops, GITC,<br/>State Bank of India,<br/>Plot No. D 222/2,<br/>MIDC, Nerul,<br/>Navi Mumbai – 400 706<br/>Phone Number: +91-22-39218007<br/>Mobile Number: +919004444954<br/>Email: <a href="mailto:cm5.mab@sbi.co.in">cm5.mab@sbi.co.in</a></p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



**Annexure-E**

**Undertaking of Authenticity**

To:

(Name and address of Procuring Office)

**Sub: Undertaking of Authenticity for Hardware & Software Supplies**

**Ref: SBI-MAB-IT/16-17/02 dated: 15/03/2017**

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

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

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

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

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

Dated this ..... day of ..... 201

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(In the capacity of)

Duly authorised to sign Bid for and on behalf of  
\_\_\_\_\_



**ANNEXURE- F**

**MANUFACTURERS' AUTHORIZATION FORM**

No.

Date:

To:

Dear Sir:

**Ref: SBI-MAB-IT/16-17/02 dated: 15/03/2017**

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

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

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

- (a) Such Products as the Bank may opt to purchase from the Vendor, provided, that this option shall not relieve the Vendor of any warranty obligations under the Contract; and
- (b) in the event of termination of production of such Products:
  - (i) advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Bank, operations manuals, standards, and specifications of the Products, if requested.

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

Yours faithfully,

(Name of Manufacturer / Producer)

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



**ANNEXURE-G**

**FORMAT FOR EMD BANK GUARANTEE**

To:  
-----  
  
-----

Dear Sir,

**EMD BANK GUARANTEE FOR  
SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF COMPUTER  
HARDWARE, SOFTWARE & PERIPHERALS  
AS ARE SET OUT IN THE SBI RFP Ref: SBI-MAB-IT/16-17/02 dated:  
15/03/2017**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request for Proposal for supply, installation, testing and *commissioning of* .....to State Bank of India and such services as are set out in the State Bank of India, Request for Proposal SBI:xx:xx dated dd/mm/yyyy.

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) as Earnest Money Deposit.

3. M/s. \_\_\_\_\_, (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only)

**4. NOW THIS GUARANTEE WITNESSETH THAT**

We \_\_\_\_\_ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the SBI, pay without demur to the SBI, a sum of Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) that may be demanded by SBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only).

5. We also agree to undertake to and confirm that the sum not exceeding Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) as aforesaid shall be



paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI within 24 hours from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

- a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment to us of the sum not exceeding Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only)
- b) Our liability under these presents shall not exceed the sum of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is later.
- f) Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Notwithstanding anything contained hereinabove:



- (a) Our liability under this Bank Guarantee shall not exceed Rs...../-  
(Rupees .....only)
- (b) This Bank Guarantee shall be valid upto .....
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....

Yours faithfully,

For and on behalf of

\_\_\_\_\_  
Authorized official.

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





ANNEXURE-H

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

**THIS PERFORMANCE BANK GUARANTEE AGREEMENT** executed at .....this.....day of ..... 201 by ..... (Name of the Bank)..... having its Registered Office at .....and its Branch at .....(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at----- **(procuring office address)**, hereinafter referred to as "**SBI**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

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

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

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



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

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

**NOW THIS GUARANTEE WITNESSETH THAT**

1. In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and not withstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI in each of the demands, subject to a cumulative maximum amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
3. We (the Guarantor) confirm that our obligation to the SBI, under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and the Service Provider. 4. This guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

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

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



- (ii) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- (iii) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- (iv) The guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- (v) This guarantee shall be a continuing guarantee during its validity period and the SBI can make its claim in one or more events within the total liability of the Guarantor mentioned herein.
- (vi) This Guarantee shall remain in full force and effect for a period of \_\_ years from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us within three (3) months from that date i.e. on or before \_\_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- (vii) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, 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 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 & SLA terms**

1. Delivery of all equipment should be within 15 days from date of placing of order. In the event of the any or all equipment(s) not being delivered, installed, tested and commissioned within a period of 15 days from date of Purchase Order, a penalty of minimum of one (1) percent of the total cost of equipments for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total cost of equipments will be charged to vendor. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware.
2. The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied products in the conditions prevailing in India.
3. Warranty for Hardware Components: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 36 months from date of installation or 39 months from date of delivery, whichever is later.
4. Warranty for the System Software/off-the-shelf Software will be provided to the Bank as per the general conditions of sale of such software.
5. The Vendor shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
6. On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of three years from the date of installation of the hardware and software. The vendor will provide support for Operating Systems and other preinstalled software components during the warranty period of the hardware on which these software & operating system will be installed. The Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.
7. During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:



- a) Free maintenance services during the period of warranty. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services.
  - b) The Bidder shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment within 10 days after receiving the terminal at their Service Centre. In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to the BANK, with brand new parts or those equivalent to new parts in performance. For this purpose the VENDOR shall keep sufficient stock of spares at the premises of The VENDOR.
  - c) Delay beyond 10 days in repairing of the terminals will invite penalty for Rs. 5/- per terminal per day with a ceiling of Rs. 50/- per terminal.
  - d) The VENDOR shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.
  - e) All engineering changes generally adopted hereafter by the VENDOR for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to the Bank.
  - f) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
  - g) The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs.
8. Any worn or defective parts withdrawn from the equipment and replaced by the VENDOR shall become the property of the VENDOR and the parts replacing the withdrawn parts shall become the property of Bank.
11. Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for equipment similar to that covered by this Agreement.
12. NO term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.



13. If, in any month, the VENDOR does not fulfill the provisions of clauses (b), (c), (d), (e) and (h) only the proportionate maintenance charges for that period during the month will be considered payable by Bank without prejudice to the right of the Bank to terminate the contract. In such event the VENDOR was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or the VENDOR shall refund the amount forthwith to Bank on demand by Bank.
14. On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the Equipment, the VENDOR shall indemnify/pay/reimburse the loss suffered by the BANK.
15. **Future additions of Hardware / Software:**
- 15.1 The Bank would have the right to:
- a) Shift supplied systems to an alternative site of its choice.
  - b) Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor.
  - c) Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from the vendor, or another vendor, or developed in-house provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the VENDOR cost of performing repair and maintenance service.
- 15.2 The warranty terms would not be considered as violated if any of (a), (b) or (c) above takes place. Should there be a fault in the operations of the system, the vendor, would not unreasonably assume that the causes lie with those components / software not acquired from them.
16. In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of **as provided in Part-II, (Schedule of Events, SI No 20)** on demand to the



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





**ANNEXURE-J**

**Indicative SLA Terms & Conditions for Terminal, Software & Maintenance Services**

**(Final SLA, to be signed, will include the terms & conditions included in RFP document and corrigendum)**

1. The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor, that may develop under normal use of the supplied products in the conditions prevailing in India.
2. Warranty/AMC for POS Terminal Components: Comprehensive warranty for all the POS Terminal components including free replacement of spares, parts, kits as and when necessary will be 36 months from date of delivery. Annual Maintenance Contract (AMC) for subsequent two (02) years. The number of terminals to be covered under AMC will be decided by the Bank at its sole discretion.
3. Warranty for the System Software/off-the-shelf Software will be provided to the Bank as per the general conditions of sale of such software.
4. The Vendor shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part, the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
5. Comprehensive warranty: The warranty would be comprehensive in nature and back to back support from the OEM. The vendor will warrant all the POS Terminal and software against defects arising out of faulty design, materials and media workmanship etc. for a period of three years from the date of acceptance of the POS Terminal and software. The vendor will provide support for Operating Systems and other preinstalled software components during the warranty/AMC period of the POS Terminal on which these software & operating system will be installed. The Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.
6. During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
  - h) Free maintenance services during the period of warranty and AMC. Professionally qualified personnel who have expertise in the POS Terminal and system software supplied by the vendor will provide these services.



- i) The VENDOR shall ensure that faults and failures intimated by Bank are set right within 5 (five) days of receiving the terminal at their repair centre. The maximum TAT (turnaround time) from the date of receipt of terminal at the repair centre to delivery of terminal at the merchant location will be 10 days.
  - j) In the event of the equipment not being repaired or a workable solution not provided during Warranty period, a penalty of minimum of one (1) percent of the purchase price for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the purchase price will be charged to vendor. The vendor may provide temporary equivalent replacement as a workable solution to avoid the above penalty.
  - k) Any penalty due during the Warranty/AMC period will be adjusted against the the outstanding bill amounts or performance guarantee given by the Vendor.
  - l) The VENDOR shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.
  - m) All engineering changes generally adopted hereafter by the VENDOR for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to the Bank.
  - n) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
7. Any worn or defective parts withdrawn from the equipment and replaced by the VENDOR shall become the property of the VENDOR and the parts replacing the withdrawn parts shall become the property of Bank.
8. NO term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.
9. On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the Equipment, the VENDOR shall indemnify/pay/reimburse the loss suffered by the BANK.
10. In case of validity of 2 consecutive SLAs of 2 consecutive RFPs at the same time, Bank will exhaust procurement under earlier RFP/SLA first and Purchase Order under later RFP/ SLA will be awarded thereafter.
11. **Future additions of POS Terminal / Software:**
- 11.1 The Bank would have the right to:
- a) Shift supplied systems to an alternative site of its choice.



- b) Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor.
- c) Expand the capacity / enhance the features / upgrade the POS Terminal / software supplied, either from the vendor, or another vendor, or developed in-house.

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

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

12. **CONFIDENTIALITY:**

12.1 The VENDOR acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to Bank will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. the VENDOR agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to the Bank in divulging the information by the employees of the VENDOR, the bank shall be indemnified. The VENDOR agrees to maintain the confidentiality of the Bank's information after the termination of the agreement also.

12.2 The VENDOR / Bank will treat as confidential all data and information about the VENDOR /Bank / Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.



**ANNEXURE-K**

**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 “Bank”  
which expression includes its successors and assigns) of the ONE PART;

And

\_\_\_\_\_ (hereinafter referred to as  
“\_\_\_\_\_” which expression shall unless repugnant to the subject or context  
thereof, shall mean and include its successors and permitted assigns) of the  
OTHER PART;

And Whereas

1. \_\_\_\_\_ is carrying on business of  
providing \_\_\_\_\_, has agreed to  
\_\_\_\_\_ for the Bank and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. 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 Bank 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 Bank and
- (2) regulatory authorities regulating the affairs of the Bank 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 \_\_\_\_\_ 2017 at \_\_\_\_\_  
(month) (place)

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

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

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

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |

|                                                    |                                                                                                                                                                                             |
|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RFP for procurement of 5 lakh NFC<br>PoS Terminals |  <b>भारतीय स्टेट बैंक</b><br><b>State Bank of India</b><br>हर भारतीय का बैंक<br>THE BANKER TO EVERY INDIAN |
|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|           |  |  |
|-----------|--|--|
| Place     |  |  |
| Signature |  |  |

## ANNEXURE-L

### Pre-Bid Query Format (To be provided strictly in Excel format)

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



**ANNEXURE-M**

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

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made

on \_\_\_\_\_ day of the month of \_\_\_\_\_ 201 , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its MAB IT Ops Department / Office at Plot No. D 222/2, MIDC, Nerul, Navi Mumbai – 400 706 (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 PoS terminals (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW, THEREFORE,

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

- Enabling the BUYER to obtain the desired service / product at a competitive price in



conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

### **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.
2. 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.



## **Commitments of BIDDERS**

2. 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:
  - 3.1 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.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.
  - 3.3 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.
  - 3.4 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.
  - 3.5 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.

- 3.6 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.
- 3.7 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.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 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.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 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.

3.13 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.

#### **4. Previous Transgression**

- 4.1 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.
- 4.2 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.

#### **5. Earnest Money (Security Deposit)**

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





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

- 5.3 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.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6.Sanctions for Violations**

- 6.1 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 (MCLR for 1 year), 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.
- 6.2 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.
- 6.3 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.



## 7. Fall Clause

- 7.1 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.

## 8. Independent Monitors

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

Smt. Shubhalakshmi Panse,  
Row House No. B-3, Roseland Residency,  
Pimple Saudagar, Pune- 411027

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.



- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9. 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.

## **10. Law and Place of Jurisdiction**

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



## 11. 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.

## 12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful bidder by the BUYER.

12.2 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.

13. The parties hereby sign this Integrity Pact at \_\_\_ on \_\_\_\_\_

For BUYER

For BIDDER

Name of the Officer.

Chief Executive Officer

Designation

Office / Department / Branch

State Bank of India.

Witness

Witness

1

1.

2

2.

\* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.



**Note: This agreement will require stamp duty as applicable in the State where it is executed.**