



**REQUEST FOR PROPOSAL FOR**

**Empanelment of vendors for  
Supply of Sound Box devices (QR)**

**REF: SBI PAYMENTS/VM/2025-26/13   DATED. 29.09.2025**

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

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## **Part-I**

### **1. Invitation to Bid:**

- 1.1. **“SBI Payment Services Private Limited”** (hereinafter referred to as “SBI Payments”) is a subsidiary of State Bank of India established with the objective of carrying out Merchant Acquiring Business activities. This Request for Proposal has been issued by SBI Payments for “Empanelment of vendors for Supply of Sound Box devices (QR) with Terminal Management System (TMS)”.
- 1.2. In order to meet the requirements of Soundbox Devices (QR) and TMS, SBI Payments proposes to invite Bids from eligible Bidders with detailed technical proposal on Supply of Soundbox Devices (QR), its Accessories and TMS as per details / scope of work mentioned in **Annexure-C** of this RFP.
- 1.3. Bidder shall mean any entity (i.e., juristic person) who meets the Minimum eligibility criteria given in **Annexure-B** of this RFP and willing to provide the product and Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP.
- 1.4. Address for submission of Bids, contact details including email address for sending communications are in Part II of this RFP document.
- 1.5. This RFP document shall not be transferred, reproduced, or otherwise used for purposes other than for which it is specifically issued.
- 1.6. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for supply of proposed product and services for SBI Payments are invited to submit their technical proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at SBI Payments’ discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI Payments the proposed services adhering to SBI Payments’ requirements outlined in this RFP.

### **2. Disclaimer:**

- 2.1. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on

behalf of SBI Payments, is subject to the terms and conditions set out in this RFP document.

- 2.2. This RFP is not an offer by SBI Payments, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by a duly authorized official(s) of SBI Payments with the selected Bidder.
- 2.3. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advice/clarifications. SBI Payments may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- 2.4. SBI Payments, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- 2.5. SBI Payments also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- 2.6. The issue of this RFP does not imply that the SBI Payments is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the SBI Payments reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- 2.7. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required by the bidding document or to submit a Bid not substantially responsive to the bidding document in all respects will be at the Bidder's risk and may result in rejection

of the Bid.

### 3. Definitions:

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

- 3.1. **"SBI Payments"** means **SBI Payment Services Private Limited** incorporated under the Companies Act, 2013 and having its registered office at 23rd Floor, Urmi Estate, 95, Ganpatrao Kadam Marg, Opp Peninsula Business Park, Lower Parel, West, Mumbai – 400 013.
- 3.2. **"Bidder/Vendor/System Integrator"** means an eligible entity/firm submitting the Bid in response to this RFP.
- 3.3. **"Bid"** means the written reply or submission of response to this RFP.
- 3.4. **"The Contract"** means the agreement entered into between the SBI Payments and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 3.5. **"Vendor/Service Provider"** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose Bid has been accepted as per the selection criteria considering Reverse Auction set out in the RFP and to whom notification of award has been given by SBI Payments.
- 3.6. **"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.
- 3.7. **"The Contract period"** means the duration of the empanelment or any extended duration as per agreed terms.
- 3.8. **"The Equipment / Product"** means all the Hardware along with it's all components, associated software/firmware/operating software which the Vendor is required to supply to the SBI Payments under the Contract / RFP."
- 3.9. **"Work / Services"** means all those services ancillary to the supply of the , equipment/product, such as transportation, transit insurance customization, integration, provision of technical assistance, training, maintenance and other such obligations of the Vendor covered under the Contract.

3.10. **“The Project”** means **Empanelment of vendors for supply of Sound Box devices (QR) with TMS**, if required for the contract period.

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

3.12. **“The OEM”** means Original Equipment Manufacturer.

#### **4. Scope of Work:**

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

#### **5. Eligibility Criteria, Technical and Functional Specifications**

5.1. Bid is open to all Bidders who meet the eligibility criteria, Technical and functional specifications as given in **Annexure-B and Annexure B3** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.

5.2. No Bidder or its associate shall submit more than one Bid for the Scope of Work as desired under this RFP. A Bidder applying individually or as an associate shall not be entitled to submit another Bid either individually or through associates, as the case may be.

5.3. The Bidder who is the Principal/OEM only itself is allowed to Bid.

5.4. Bidder (Principal/OEM) shall not submit a Bid on behalf of another Principal/OEM under the RFP.

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

#### **6. Cost of Bid document:**

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by SBI Payments or any other costs incurred



in connection with or relating to their Bid. SBI Payments shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

## **7. Clarification and amendments to RFP/Pre-Bid Meeting**

- 7.1. Bidder requiring any clarification of the bidding document may notify the SBI Payments in writing **strictly as per the format given in Annexure-O** at the **address/by e-mail given in part II** of this document within the date/time mentioned in the schedule of events.
- 7.2. A pre-Bid meeting will be held on the date and time specified in the schedule of events which may be attended by the authorized representatives of the Bidders interested in responding to this RFP.
- 7.3. The queries received (without identifying source of query) and response of SBI Payments thereof will be posted on the SBI Payments' website or conveyed to the Bidders via e-mail.
- 7.4. SBI Payments reserves the right to seek clarification from the bidders through email.
- 7.5. SBI Payments reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. SBI Payments, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding document, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the SBI Payments' website / e-mails regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the SBI Payments, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the SBI Payments will be binding on the participating Bidders. SBI Payments will not take any responsibility for any such omissions by the Bidder. SBI Payments, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.
- 7.6. 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 re-

gard, therefore will not be entertained.

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

## **8. Contents of bidding document:**

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

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

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

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

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

## **9. Earnest Money Deposit (EMD):**

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

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

9.3. The EMD shall be in the form of a Bank Guarantee [**on the lines of Annexure-I**], issued by a Scheduled Commercial Bank in India, drawn in favour of SBI Payment Services Pvt Ltd payable at Mumbai.

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

9.5. The EMD of the Unsuccessful Bidders shall be returned within 1 month from the date of Bid finalization.

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

9.7. No interest is payable on EMD.

9.8. The EMD may be forfeited: -

- i. If a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
- ii. 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
- iii. If the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time period in the RFP/Purchase Order.

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

## **10. Exemption of EMD and Tender Fee**

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

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

10.3. Bidders may please note:

- i. NSIC certificate/ Udyog Aadhar Memorandum/ Udyam Registration Certificate should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT),(erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- iii. Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.
- iv. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/ tender fee.
- v. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without tender fees
- vi. EMD will be summarily rejected and no queries will be entertained.

#### **11. Bid Preparation and submission:**

11.1. The Bid is to be submitted in one envelope which is to be prominently marked as 'Technical Proposal for Empanelment of vendors for supply of sound box devices (QR) in response to the RFP No. **SBI Payments/VM/2025-26/13 dated 29.09.2025**. This envelope should contain the following documents and be **properly sealed**:

- i. Bid covering letter/Bid form on the lines of **Annexure-A** on Bidder's letter head.
- ii. Tender fee as specified in this document.
- iii. Earnest Money Deposit (EMD) as specified in this document.
- iv. A letter on Bidder's letterhead: -
  - a) Mentioning details of EMD submitted, technical competence and experience of the Bidder.

- b) Certifying that the period of the validity of the Bid is as per terms of this RFP.
  - c) Confirming that the Bidder has quoted for all the items/services mentioned in this RFP in their technical Bid.
  - d) Confirming that they agree with all the terms and conditions mentioned in the RFP.
  - e) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-B, and Technical Eligibility Criteria on the lines of Annexure-B2, Annexure B3 and Annexure B4.**
  - v. Bidder's details as per **Annexure-D** on Bidder's letter head.
  - vi. Undertaking of Authenticity - Annexure-G
  - vii. Any deviations sought from technical criteria/specifications given in RFP.
  - viii. Audited balance sheets and profit and loss account statement for any Three (3) out of the last Four (4) financial years.
  - ix. A copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
- 11.2. Detailed technical specification and explanation of functioning of Product/License/Software/firmware.
- 11.3. Technical Bid must not contain the price information. Such a proposal, if received, will be rejected.**
- 11.4. Bidder may please note:**
- i. The Bidder should quote for The Bidder should quote for the entire package on a single responsibility basis for Product & Services it proposes to provide.
  - ii. While submitting the Technical Bid, literature on the Hardware, services and its associated operating software/firmware should be segregated and kept together in one section / lot in a separate envelope.
  - iii. Care should be taken so that the Technical Bid shall not contain any price in-

formation. Such a proposal, if received, will be rejected.

- iv. 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 representatives to Bid and make commitments on behalf of the Bidder is to be attached.
- v. Bids are liable to be rejected if Technical Bid is not received.
- vi. Post empanelment, commercial bids shall be called from the empaneled vendors under Rate Contract. Prices quoted by the Bidder shall remain fixed for the period specified in rate contract document and shall not be subjected to variation on any account, including inflation, exchange rate fluctuations and custom duty. **A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.**
- vii. If deemed necessary, SBI Payments may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- viii. The Bidder may also be asked to give a presentation for the purpose of clarification of the Bid.
- ix. The Bidder must provide specific and factual replies to the points raised in the RFP.
- x. The Bid shall be typed and signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- xi. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder's company. The person or people signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- xii. Any inter-lineation, erasures or overwriting shall be valid only if these are initialed by the person signing the Bids.
- xiii. The Bid document shall be spirally bound.

- xiv. SBI Payments reserves the right to reject Bids not conforming to above.
- xv. The NON-WINDOW envelope consisting the technical bid shall be sealed.
- xvi. All the envelope shall be addressed to SBI Payments and delivered at the address given in Part-II of this RFP and should have name and address of the Bidder on the cover.
- xvii. If the envelope is not sealed and marked, SBI Payments will assume no responsibility for the Bid's misplacement or its premature opening.

## **12. Deadline for Submission of Bids:**

- 12.1. Bids must be received by the SBI Payments at the address specified and by the date and time mentioned in the "Schedule of Events".
- 12.2. In the event of the specified date for submission of Bids being declared a holiday for the SBI Payments, the Bids will be received up to the appointed time on the next working day.
- 12.3. In case the SBI Payments extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the SBI Payments and Bidders will remain the same.
- 12.4. Any Bid received after the deadline for submission of Bids prescribed will be rejected and returned unopened to the Bidder.

## **13. Modification and Withdrawal of Bids:**

- 13.1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the SBI Payments, prior to the deadline prescribed for submission of Bids.
- 13.2. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.
- 13.3. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- 13.4. No Bid shall be withdrawn in the interval between the deadline for submis-

sion of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the bidder.

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

#### **14. Period of Validity of Bids:**

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

#### **15. Bid integrity:**

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

#### **16. Bidding process/Opening of Technical Bids:**

- 16.1. All the technical Bids received up to the specified time and date will be opened for an 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.
- 16.2. 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 further RFP evaluation process.

- 16.3. SBI Payments will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. SBI Payments may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- 16.4. Prior to the detailed evaluation, SBI Payments will determine the responsiveness of each Bid to the bidding document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding document in to, without any deviation.
- 16.5. SBI Payments' determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 16.6. 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.
- 16.7. If a Bid is not responsive, it will be rejected by the SBI Payments and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

## **17. Evaluation Process:**

- 17.1. The competitive bids shall be submitted in two stages:
  - i. Stage 1 (for empanelment) – Technical Evaluation, comprising of Eligibility Cum Technical Bid [As part of Empanelment]. Only two qualified bidders shall be awarded the empanelment contract based on technical scoring (H1 and H2)
  - ii. Stage 2 (for empaneled vendors) – Commercial Bid Evaluation [As part of Rate Contract requirement], subjected to Reverse Auction.

## 18. Technical Evaluation:

- 18.1. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed solution / product / services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their proposed solution/product/services. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the SBI Payments, the capability of the product to support all the required functionalities at their cost in their lab or those at other organizations where similar product is in use.
- 18.2. SBI Payments 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.
- 18.3. During evaluation and comparison of Bids, SBI Payments may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.
- 18.4. The Technical Proposal will be evaluated for technical suitability and subject to proof of concept (PoC) to ensure compatibility with existing setup or new setup proposed by the bidder.
- 18.5. Technical evaluation will be based on Annexure B2, Annexure B3 and Annexure B4 of this RFP document.

### 18.6. Proof of Concept (POC) for Sound Box devices (QR)

- i. All the vendors who are found to fulfil the eligibility criteria and qualifying the technical evaluation criteria as part of this empanelment RFP have to supply, install and integrate the Sound Box devices quoted in the tender (same make & model/s) with the existing setup of the SBI Payments or on the new setup proposed by the bidder. The device needs to be delivered at SBI Payments location (23rd Floor, Urmi Estate, 95, Ganpatrao Kadam Marg, Opp. Peninsula Business Park, Lower Parel West, Mumbai, Maharashtra-400013 / or any other location as informed by the SBI Payments) for testing purpose within one week from the date of intimation by the SBI Payments.
- ii. The POC is to ensure the technical suitability and compatibility with the ex-

isting setup of SBI Payments or new setup and the requirements detailed as part of the Scope of Work.

- iii. SBI Payments shall give an overall time of 15 working days as part of the POC which shall include successful integration of the supplied device with existing setup of SBI Payments.
  - iv. Any vendor who is not complying with the above POC will be technically disqualified at the discretion of the SBI Payments. The eligibility and technically qualified bidders will be empaneled for a period of three years. Separate empanelment for the three Product Lines namely:
    - a) Product Line 1 - Sound Box Static QR
    - b) Product Line 2: Sound Box Static QR with NFC
    - c) Product Line 3: All in one Sound Box (Tap, Dip & Dynamic QR)
  - v. Option will be given to the bidders to participate in any or all of the Product Lines as part of empanelment RFP for empanelment purpose.
- 18.7. The SBI Payments reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the SBI Payments shall be final and binding on all the vendors to this document and SBI Payments will not entertain any correspondence in this regard. The vendor would need to provide supporting documents for eligibility and technical proof. All the credentials of the vendor necessarily need to be relevant to the INDIAN market.
- 18.8. Vendors who meets the eligibility criteria, technical criteria and selection criteria would only qualify as empaneled vendors.
- 18.9. The product to be supplied as offered by the Bidder should have been delivered / deployed to Scheduled Commercial Bank / Financial Institution /Fintech/ Govt. Org / PSUs in India. The Bidder should furnish the details

## **19. Evaluation of Price Bids and Finalization:**

- 19.1. The commercial quotes are not required to be submitted at the time of tender submission by the bidders.

- 19.2. Once the vendors are empaneled, the commercial bids will be called through Reverse Auction every year or as and when SBI Payments desires from the empaneled vendors.
- 19.3. A Rate Contract model shall be adopted during the empaneled period where PO shall be released based on estimates or business requirement. Commercial quote should be submitted through online / Offline mode, as and when SBI Payments seeks commercials.
- 19.4. The rankings of the vendors shall be based on the outcome of the reverse auction.
- 19.5. Contract will be awarded between L1 & L2 vendors in the ratio of 65:35 respectively. An offer will be made to L2 bidder to match the price quoted by the L1 and in case, L2 refuses to accept the said offer, SBI Payments reserves the right to award the entire contract to **L1**.

## **20.Defaults committed by Bidders:**

- 20.1. If the L1 / L2 bidder defaults for 3 orders or more in any of the Rate Contract phase, SBI Payments will have the discretion to approach the L1 / L2 vendor (other than the defaulted vendor) of that Rate Contract phase for additional quantity. In case if L1 and L2 both shows inability to perform as per the rate contract terms for any reasons, SBI Payments reserves the right to approach any other vendor for the procurement of Soundbox and its solutions.
- 20.2. Those Bidders who are empaneled and do not submit the commercial quote for the Rate Contract phase, SBI Payments has the discretion to disqualify them from empanelment process and thereafter the said bidders may not be eligible to participate in any of SBI Payments requirement during the empanelment period. The Security Deposit submitted by the vendor will be forfeited.

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

- 21.1. In the event where commercial bids are called by SBI Payments from the empaneled vendor, during submission of the commercial bids 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 ac-

cept the correction of errors, the Bid will be rejected

- 21.2. If there is a discrepancy in the unit price quoted in figures and word, the unit price in figures or in words, as the case maybe, which corresponds to the total Bid price for the Bid shall be taken as correct.
- 21.3. 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.

## **22. Contacting the SBI Payments :**

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

## **23. Award Criteria:**

- 23.1. The empanelment of shortlisted vendors shall be declared by SBI Payment.
- 23.2. Once the vendors are empaneled, the commercial bids will be called every year or as and when SBI Payments desires from the empaneled vendors and a Rate Contract model shall be adopted.
- 23.3. As part of the Rate Contract, SBI Payments proposes to award the contract to two successful bidders, in the ratio of 65:35 on the basis of commercial bid submitted in the Reverse Auction process. The Successful L1 bidder will get 65% of the order and L2 will get 35% of the order. Price of L1 Bidder has to be matched by L2 Bidder.
- 23.4. SBI Payments will notify successful Bidder(s) in writing by way of issuance of purchase order or Letter of Intent through letter or email that its Bid has been accepted. The selected Bidder has to submit acknowledgment of order confirmation via email of the same to SBI Payments within 3 working days.
- 23.5. The successful Bidder will have to submit Non-disclosure Agreement (wherever applicable), a Performance Bank Guarantee for the amount and validity as desired in part II and strictly on the lines of format given at **Annexure-N and annexure J respectively** of this document together with acceptance of

all terms and conditions of RFP.

- 23.6. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- 23.7. The notification of award will constitute the formation of the Contract.
- 23.8. The successful Bidder shall be required to enter into a Service Level Agreement (SLA)/Contract with the SBI Payments and submit the Bank Guarantee, within 2 week issuance of Purchase Order or such extended period as may decided by SBI Payments.
- 23.9. Until the execution of a formal contract, the RFP, along with the SBI Payment's notification of award by way of issuance of purchase order or Letter of Intent and Vendor's acceptance thereof, would be binding contractual obligation between SBI Payments and the successful Bidder.
- 23.10. The contract/ agreement will be based on Bidder's offer document with all its enclosures, modifications arising out of clarifications etc. and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc.
- 23.11. SBI Payments reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- 23.12. 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.
- 23.13. Upon notification of award to the successful Bidders, SBI Payments will promptly notify and release a letter of empanelment to the successful Bidders through email. The EMD of each unsuccessful Bidder will be discharged and returned.

#### **24. Powers to Vary or Omit Work:**

- 24.1. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by SBI

Payments. SBI Payments shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify SBI Payments in writing with reasons for holding such opinion and SBI Payments shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If SBI Payments confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

- 24.2. In any case in which the successful Bidder has received instructions from SBI Payments as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- 24.3. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the SBI Payments shall prevail.

## **25. No Waiver of SBI Payments Rights or Successful Bidder's Liability:**

Neither any sign-off, nor any payment by SBI Payments for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the SBI Payments shall affect or prejudice the rights of SBI Payments against the finally selected Bidder(s), or relieve the finally selected Bidder(s) of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the SBI Payments to pay for alterations/ amendments/



variations, or discharge the liability of the successful Bidder(s) for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the SBI Payments nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful Bidder against SBI Payments.

## **26. Change in Orders:**

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

- i. Place of delivery.
- ii. License Categories (if any)

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

## **27. Contract Amendments:**

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

## **28. SBI Payments' Right to Accept Any Bid and to Reject Any or All Bids:**

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

## **29. Documentary Evidence Establishing Bidder's Eligibility and Qualifications:**

On acceptance of the Bid by the SBI Payments, the Bidder needs to submit the undertaking of authenticity on the lines of **Annexure-G** along with documentary evidence of their eligibility/qualifications to perform the Contract to the SBI Payments' satisfaction:



- 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 a self declaration that Bidder itself is the OEM.
- 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.

### **30. Performance Bank Guarantee:**

- 30.1. Performance Bank Guarantee [PBG] of the amount with validity period specified in Part II of this RFP strictly on the format at **Annexure-J** is to be submitted by the finally selected Bidder. The PBG has to be issued by a Scheduled Commercial Bank and needs to be submitted within the specified time of receipt of formal communication from the SBI Payments about their Bid finally selected. Payment of the value of the Purchase Order will be released only after receipt of the Performance Bank Guarantee.
- 30.2. The PBG is required to protect the interest of the SBI Payments against delay in supply/installation and or the risk of unsuccessful implementation of the project, or performance of the material or services sold, which may warrant invoking of PBG. In case any act of the supplier results in imposition of Liquidated Damages then also SBI Payments reserves the right to invoke the PBG.

### **31. Country of Origin / Eligibility of Goods & Services:**

- 31.1. All equipment 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.
- 31.2. 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.

### **32. Delivery, Packaging, Branding & Documentation:**

- 32.1. The devices would be required to be delivered to the TSPs (Technology Vendor / service provider(s) of SBI payments at their godowns or to any other locations as per TSPs'/ SBI Payments' requirement. The minimum delivery quantity will be in multiples of 50 devices per location. The payments would be released only after acknowledgement is received at SBI Payments from TSPs/SBI Payments designated staff regarding receipt of the consignments at the locations.
- 32.2. 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 SBI Payments. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weight of packing cases shall take into consideration, where appropriate, the remoteness of the Product's final destination and the absence of heavy handling facilities at all transit points.
- 32.3. The Branding of the device and of the packaging will be in accordance with SBI Payments.
- 32.4. Delivery, and commissioning of the equipment shall be made by the Vendor in accordance with the approved / ordered and within the time schedule given in the Scope of work given in Annexure-C of this document.
- 32.5. 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.
- 32.6. The installation will be deemed to be completed, when the product including all the hardware, accessories/components, firmware/system software, and other associated software have been supplied, installed and operationalized as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of SBI Payments. The Bidder has to resolve any problem faced during installation and operationalization.
- 32.7. In addition, vendor will supply all associated documentation relating to the products/hardware, system software/firmware, etc. The product(s) are considered accepted (commissioned and operationalized) after signing the Ac-

ceptance Test Plan (ATP) document jointly by the representative of SBI Payments and the vendor after supply and installation of Sound Box devices. In case of discrepancy in the implementation, SBI Payments reserves the right to cancel the entire purchase contract and the vendor should take back their equipment at their costs and risks. The test will be arranged by the vendor at the sites in the presence of the officials of SBI Payments and / or its consultants.

- 32.8. Penalties as specified in Annexure-L will be applicable for the any kind of default in delay in delivery, commissioning/support etc. expected in scope of work which will be deducted at the time of making payment(s).
- 32.9. In addition to the penalty on delayed supplies, SBI Payments also reserves the right to cancel the Purchase Order and forfeit the EMD. In the event of such cancellation, the vendor is not entitled to any compensation, whatsoever. SBI Payments reserves the right to allocate the undelivered order of defaulting bidders to other shortlisted bidders at its discretion.
- 32.10. For the System & other Software/firmware required with the hardware ordered for, the following will apply:-
- i. 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
  - ii. 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
  - iii. In case the Vendor is providing software/firmware which is not its proprietary software then the Vendor must submit evidence in the form of agreement he has entered into with the software/firmware vendor which includes support from the software/firmware vendor for the proposed software for the entire period required by SBI Payments

### 33. Services:

- 33.1. All professional services necessary to successfully implement the proposed 'product/solution/services' will be part of the RFP/contract. These services include, but are not limited to, Project Management, Training, Deployment methodologies etc.
- 33.2. The Bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product.
- 33.3. Vendor should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated thereof.
- 33.4. The bidder shall be willing to transfer skills to relevant personnel from the SBI Payments, by means of training and documentation.
- 33.5. The bidder shall provide and implement patches/ upgrades/ updates for products (Software/OS) as and when released by the Vendor/OEM or as per requirements of the SBI Payments. Bidder should bring to notice of the SBI Payments and its TSP(s) of all releases/ version changes.
- 33.6. Bidder shall obtain a written permission from SBI Payments before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the OS/firmware/Middleware etc in case SBI Payments chooses not to upgrade to latest version. In case patches are related to security/compliances, SBI Payments will be informed within 4 hours of releasing the patch.
- 33.7. Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract/warranty period
- 33.8. All product updates, upgrades & patches shall be provided by the Bidder/ Vendor free of cost during warranty period.
- 33.9. Bidder shall provide legally valid firmware/software solution. The detailed information on license count and type of license should also be provided to SBI Payments.
- 33.10. The ownership of the customized software/firmware license and the hardware shall be that of SBI Payments from the date of delivery of the same to SBI Payments. In other words, wherever the ownership of the licens-

es/hardware is indicated, the name “SBI Payments” must appear to indicate that SBI Payments/Bank is the perpetual owner of the customized hardware/operating software/firmware, etc. associated with the hardware. Evidence in this regard must be submitted before the payment is released.

- 33.11. The Bidder shall keep SBI Payments explicitly informed the end of support dates on related products/hardware/firmware and should ensure support during warranty.

### **34. Warranty**

- 34.1. All parts of items supplied would be covered under comprehensive warranty. If there is any gap between SBI Payments and OEM warranty then it will be the responsibility of vendor to fill up the gap.
- 34.2. Vendor should undertake to provide maintenance support to equipment and arrange for spare parts for sound box device during warranty period or any extended period.
- 34.3. Vendor should adhere to the warranty clause outlined in Annexure C of this RFP document.

### **35. Compliance with IS Security Policy:**

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

- i. Responsibilities for data and application privacy and confidentiality
- ii. Responsibilities on system and software access control and administration
- iii. Custodial responsibilities for data, software, hardware and other assets of the SBI Payments being managed by or assigned to the Vendor
- iv. Physical Security of the facilities
- v. Physical and logical separation from other customers of the Vendor
- vi. Incident response and reporting procedures
- vii. Password Policy of the SBI Payments

viii. Data Encryption/Protection requirements of the SBI Payments

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

**36. Penalty/SLA conditions:**

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

**37. Right to Verification:**

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

**38. Purchase Price:**

- 38.1. Total cost of product/solution (hardware equipment/ components/ software) with support (Warranty), service charge for change request would be the Total Cost of Ownership (TCO) and has to be quoted in commercial Bid.
- 38.2. Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial Bid over the validity period defined in this RFP.
- 38.3. The order will be placed for total Cost of "Hardware, Software/Firmware/Services/Warranty. SBI Payments may also issue a separate order for AMC after expiry of the warranty period.
- 38.4. The applicable TDS will be deducted at the time of payment of invoices.
- 38.5. Terms of payment are given in Part-II of this RFP document.
- 38.6. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during the performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.
- 38.7. The Bidder will pass on to the SBI Payments, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

38.8. SBI Payments reserves the right to re-negotiate the prices in the event of:

- (a) Change in the international market prices of both the hardware and software.
- (b) Purchase Order of bulk quantity provided by the SBI Payments.
- (c) SBI Payments come to know that the same product/services are provided at the lower rates to the others in the market.
- (d) Vendors inform SBI Payments of the reduction in the prices of the offered products/services.

### **39. Inspection and Quality Control Tests**

- 39.1. SBI Payments reserves the right to carry out inspection by a team of SBI Payments officials or demand a demonstration of the software / product features on a representative model at Bidder's place.
- 39.2. The Inspection and Quality Control tests before evaluation, prior to shipment of goods and at the time of final acceptance would be as follows:
  - i. Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation tests at full load, facilities etc., as per the standards / specifications and may be done at factory site of the supplier before dispatch of goods, by SBI Payments Consultants / Testing Agency.
  - ii. The Vendor shall intimate SBI Payments before dispatching the goods to various locations/offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the supplier.
  - iii. Provided that SBI Payments may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of SBI Payments meriting waiver of such inspection of goods
  - iv. In the event of the product failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, SBI Payments reserves the right to cancel the Purchase Order.

- v. 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 SBI Payments. In case of failure by the vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental expenses of SBI Payments' representatives to be borne by the vendor.
  - vi. Nothing stated herein above shall in any way release the supplier from any warranty or other obligations under this Contract.
- 39.3. SBI Payments' right to inspect, test and where necessary reject the products after the product installation at the destination shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by SBI Payments or its representative prior to the products installation from the place of origin by SBI Payments or its representative prior to the installation and commissioning.
- 39.4. SBI Payments' right to inspect, test and where necessary reject the products after the products arrival at the destination shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by SBI Payments or its representative prior to the products shipment from the place of origin by SBI Payments or its representative prior to the installation and commissioning.
- 39.5. Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract

#### **40. Right to Audit:**

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



management, governance system and process created by the Vendor. The Vendor shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such an audit shall be borne by the SBI Payments.

- 40.2. Where any deficiency has been observed during audit of the Vendor on the risk parameters finalized by the SBI Payments or in the certification submitted by the Auditors, the Vendor shall correct/resolve the same at the earliest at their cost and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Vendor shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- 40.3. Vendor shall, whenever required by the SBI Payments, furnish all relevant information, records/data to such auditors and/or inspecting officials of the SBI Payments/SBI Payments/Reserve Bank of India and or any regulatory authority. SBI Payments / reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the Vendor (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the SBI Payments.

#### **41. Subcontracting:**

- 41.1. Vendor shall perform its obligations under this Tender as an independent contractor and may engage subcontractors to perform any of the Deliverables or Services with prior permission from SBI Payments before contracting any work to subcontractors. SBI Payments at its own discretion may permit or deny the same.
- 41.2. In case subcontracting is permitted by the SBI Payments, the contracting vendor will be responsible for all the services provided to the SBI Payments regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor complies with all security requirements of the contract and the SBI Payments can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the SBI Payments and if required, SBI Payments may evaluate the same.

#### **42. Insurance:**

- 42.1. Transit insurance shall be for an amount equal to 110 percent of the value of the Products from on “All Risks” basis, valid till delivery of product on the SBI Payments/TSPs location/warehouse.
- 42.2. Should any loss or damage occur, the Vendor shall initiate and pursue claim till settlement and Promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the SBI Payments, irrespective of settlement of claim by the underwriters.

#### **43. Validity of Agreement:**

- 43.1. The Empanelment Agreement will be valid for the period of **3 years**;
- 43.2. Furthermore, SBI Payments reserves the right to extend the empanelment period for further 12 months on same terms & conditions.
- 43.3. The SLA / Rate contract shall be valid of 01 year or issuance of Purchase Order for total awarded quantity from the date finalization of price bid discovered through Reverse Auction.
- 43.4. Terminal Management System support shall continue to be provided up to end of empanelment period (extended period if any) or end of supplied product warranty period whichever later.
- 43.5. SBI Payments reserve the right to terminate the agreement as per the terms of the RFP/Agreement.

#### **44. Limitation of liability:**

- 44.1. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Vendor / service provider shall be liable for damages to SBI Payments arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project. Vendor / service provider will ensure SBI Payments/Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank/SBI Payments' related information to the extent of loss so caused.
- 44.2. The limitations set forth herein shall not apply with respect to:

- i. Claims that are the subject of indemnification pursuant to IPR infringement,
- ii. Damage(s) occasioned by the gross negligence, fraud or willful misconduct of Vendor,
- iii. Damage(s) occasioned by Vendor for breach of Confidentiality Obligations, Reputational loss or damages thus sustained.
- iv. When a dispute is settled by the Court of Law in India.
- v. Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the SBI Payments/SBI Payments, provided such guidelines were brought to the notice of Vendor and non-compliance is due to the Vendor.

#### **45. Confidentiality:**

- 45.1. Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the SBI Payments relating to its business practices and their competitive position in the market place provided to the selected Bidder by the SBI Payments in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of the SBI Payments.
- 45.2. The Confidential Information will be safe guarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, SBI Payments shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
- 45.3. Any document, other than the Contract itself, shall remain the property of the SBI Payments and shall be returned (in all copies) to the SBI Payments on completion of the Vendor's performance under the Contract, if so, required by the SBI Payments.

#### **46. Delay in Vendor's Performance:**

- 46.1. Delivery of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed in part II of this document.
- 46.2. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify SBI Payments in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of the Vendor's notice, SBI Payments shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- 46.3. Any delay in performing the obligation/ defect in performance by the supplier may result in imposition of penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document).

#### **47. Vendor's obligations:**

- 47.1. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- 47.2. The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. SBI Payments would only provide necessary letters for enabling procurement of the same
- 47.3. The Vendor is obliged to work closely with SBI Payments's staff, act within its own authority and abide by directives issued by the SBI Payments/SBI Payments from time to time and complete implementation activities.
- 47.4. The Vendor will abide by the job safety measures prevalent in India and will free the SBI Payments from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the SBI Payments responsible or obligated.

- 47.5. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- 47.6. Vendor shall provide necessary training from the OEM to the designated SBI Payments officials and / or its partners officials on the configuration, operation/ functionalities, maintenance, support & administration for software/ hardware and components, installation, troubleshooting processes of the proposed solution.
- 47.7. The Vendor shall treat as confidential all data and information about SBI Payments, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the SBI Payments/ SBI Payments as explained under 'Non-Disclosure Agreement' in **Annexure N** of this document.
- 47.8. The Vendor shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.
- 47.9. The Vendor agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023 and its rules. Any processing of Personal Data by the Vendors in the performance of this Agreement shall be in compliance with the above Act thereafter. The Vendor shall also procure that any sub-contractor (if allowed) engaged by it shall act in compliance with the above Act, to the extent applicable. The Vendor understands and agrees that this agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act.

#### **48. Technical Documentation:**

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

- 48.2. The vendor shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable or required.
- 48.3. The Vendor should also provide the MIS reports as per requirements of the SBI Payments. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by the Vendor to the SBI Payments/Bank, free of cost in timely manner. The vendor shall develop customized documentation as per SBI Payments/Bank's requirement, if desired by SBI Payments.

**49. Patent Rights/Intellectual Property Rights:**

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

claim.

#### **50. Liquidated Damages:**

If Vendor fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, SBI Payments may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, SBI Payments may consider termination of the Agreement.

#### **51. Conflict of Interest:**

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

- i. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by SBI Payments, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For



the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- a) 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
  - b) Subject always to sub-clause (a) 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
- ii. a constituent of such Bidder is also a constituent of another Bidder; or
  - iii. 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
  - iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - v. 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
  - vi. such Bidder or any of its affiliates thereof has participated as a consultant to the SBI Payments in the preparation of any documents, design or technical specifications of the Project.
  - vii. Bidder shall not receive any remuneration in connection with the assignment except as provided in the Contract.



## 52. Fraud & Corrupt Practices:

- 52.1. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the SBI Payments shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding process.
- 52.2. Without prejudice to the rights of SBI Payments under Clause 48(i) hereinabove, if a Bidder is found by the SBI Payments to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the SBI Payments during a period of 2 (two) years from the date if such Bidder is found by the SBI Payments to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/
- 52.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
- i. **“corrupt practice”** means (48.1) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of SBI Payments who is or has been associated in any manner, directly or indirectly with the bidding process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the SBI Payments, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) engaging in any manner whatsoever, whether during the bidding process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the SBI Payments in relation to any matter concerning the Project;

- ii. “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
- iii. “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;
- iv. “Undesirable practice” means (a) establishing contact with any person connected with or employed or engaged by SBI Payments with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (b) having a Conflict of Interest; and
- v. “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.

### **53. Termination for Default:**

- 53.1. SBI Payments, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part:
  - i. If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the SBI Payments; or
  - ii. If the Vendor fails to perform any other obligation(s) under the contract; or
  - iii. Laxity in adherence to standards laid down by SBI Payments or
  - iv. Discrepancies/deviations in the agreed processes and/or products; or
  - v. Violations of terms and conditions stipulated in this RFP; or
  - vi. Non-performance of the product/services as required in the RFP.
- 53.2. In the event the SBI Payments terminates the Contract in whole or in part for the breaches attributable to the Vendor, the SBI Payments/ may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the SBI Payments for any increase in cost for such similar Products and/or Ser-

vices. However, the Vendor shall continue performance of the Contract to the extent not terminated.

- 53.3. If the contract is terminated under any termination clause, the Vendor shall handover all documents/ executable/ SBI Payments/'SBI Payments's data or any other relevant information to the SBI Payments/SBI Payments in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another Vendor or to the SBI Payments.
- 53.4. During the transition, the Vendor shall also support the SBI Payments on technical queries/support on process implementation or in case of software provision for future upgrades.
- 53.5. SBI Payments' right to terminate the Contract will be in addition to the penalties /liquidated damages and other actions as deemed fit.

#### **54. Force Majeure:**

- 54.1. 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.
- 54.2. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major 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.
- 54.3. If a Force Majeure situation arises, the Vendor shall promptly notify the SBI Payments in writing of such condition and the cause thereof. Unless otherwise directed by the SBI Payments in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **55. Termination for Insolvency:**

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

#### **56. Termination for Convenience:**

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

In the event of termination of the Agreement for the SBI Payments' convenience, Vendor shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

#### **57. Disputes / Arbitration [applicable in case of successful Bidder only]:**

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

57.2. The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by SBI Payments or unless the mat-

ter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

57.3. 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.

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

#### **58. Governing Language:**

The governing language shall be English.

#### **59. 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.

#### **60. Taxes and Duties:**

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

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

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

ever required. If any specified taxes/ levies and duties in Annexure-F are replaced by the new legislation of Government, same shall be borne by SBI Payments. SBI Payments shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in Annexure-F.

- 60.4. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty. The Bidder will pass on to SBI Payments, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- 60.5. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- 60.6. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor.
- 60.7. Parties shall fulfil all their respective compliance requirements under the GST law. This shall include (but not be limited to):
- i. SBI Payments shall pay GST amount after verifying the details of invoice on GSTR 2B on GSTN portal.
  - ii. In case any credit, refund or other benefit is denied or delayed to the SBI Payments/Bank due to any non-compliance of GST Laws by the vendor including but not limited to, failure to upload the details of invoice or any other details of the supply of goods or services, as the case may be, as required under GST Law on the appropriate government's goods and services tax network portal, the failure to pay applicable GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents by the party, vendor would reimburse the loss to the SBI Payments/Bank including, but not limited to, any tax loss or denial of credit, interest and penalty and reasonable fee for contesting the demand. The amount payable under this clause shall survive irrespective of termination of agreement if the demand

pertains to the agreement period.

- iii. In case of any tax demand or denial of ITC or refund or any other benefit by the GST authorities, both the parties may mutually decide whether to contest the matter. In case, it is decided to contest the matter, the vendor is required to deposit the disputed demand including interest and penalty proposed with the other party without waiting for the outcome of the legal proceeding. In case the matter is finally decided in favour of the other party, the other party is required to refund the amount received from the defaulting party without any interest.

- 60.8. 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 Vendor. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

#### **61. Tax deduction at Source:**

- 61.1. Wherever the laws and regulations require deduction of such taxes at the source of payment, SBI Payments shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by SBI Payments as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.
- 61.2. 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.
- 61.3. SBI Payments will deduct TDS at applicable rate while making payment under GST Act 2017 and Income Tax Act 1961.

#### **62. Right to use defective product:**

If after delivery, acceptance and installation and within the warranty period, the operation or use of the product is found to be unsatisfactory, SBI Payments shall have the right to continue to operate or use such product until rectification of defects, er-

rors or omissions by partial or complete replacement is made without interfering with SBI Payments' operation and without any additional cost on SBI Payments on account of such rectification, repair, replacement which may also include transportation cost.

**63. Tender Fee:**

Non-refundable Tender Fee 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.

**64. Notices:**

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



## **Part-II**

### **Schedule of Events**

<b>Sl. No</b>	<b>Particulars</b>	<b>Remarks</b>
1.	Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	Vice President (Vendor Management) 23rd Floor, Urmi Estate, 95 Ganpatrao Kadam Marg, Lower Parel, Mumbai – 400013 Phone No. 022-41722210 e-mail: procurement@sbipayments.com
2.	Bid Document Availability including changes/amendments, if any to be issued	RFP document may be downloaded from SBI Payments's website <a href="https://www.sbipayments.com">https://www.sbipayments.com</a> from 29.09.2025.
3.	Last date of Submission of Queries	Up to 06:00 pm on 06.10.2025
4.	Pre-Bid Meeting (Physical or Virtual)	On 07.10.2025 at 3:00 pm <b>Venue:</b> SBI Payment Services Pvt. Ltd., 23rd Floor, Urmi Estate, Lower Parel West, 400013 <b>For Virtual:</b> Link will be shared post receipt of request from prospective bidders.
5.	Clarifications to queries raised by bidders will be provided by SBI Payments.	By 06:00 pm on 09.10.2025.
6.	Last date and time for Bid submission.	02:00 pm on 24.10.2025.
7.	Address for submission of Bids	SBI Payment Services Pvt. Ltd., 23rd Floor, Urmi Estate, 95 Ganpatrao Kadam Marg, Lower Parel, Mumbai – 400013
8.	Date and Time of opening of Technical Bids	03:00 pm (time) on (date) 24.10.2025 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.	Tender Fee	Amount Rs.10,000/- (Rupees Ten Thousand Only) Non-refundable by means of a DD payable at Mumbai in favor of SBI Payment Services Pvt. Ltd.
10.	Earnest Money Deposit	Rs.5.0 Lakh      Validity period of

Sl. No	Particulars	Remarks	
		(Rupees Five lakh only)	minimum 180 days from the date of RFP.
11.	Performance Bank Guarantee	The successful Vendor has to furnish a Performance Bank Guarantee to SBI Payments for 10% of total Purchase Order value.	Performance Security in form of BG should be valid for 2 years from the effective date of supply of product / Tax Invoice respectively.
12.	Technical Bid Validity	180 days from the date of Tender Submission.	
13.	Price validity from the date of price discovery (Post empanelment)	180 days from the date of Reverse Auction.	

**Checklist of documents to be submitted as part of bid Response:**

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

Sr. No.	Documents	Yes / No
1.	Tender Fee of Rs. 10,000 in the form of Demand draft in favour of SBI Payment Services Pvt Ltd, Payable at Mumbai.	
2.	Earnest Money Deposit (EMD) of Rs. 5 lakh (Five lakh) in the form of Bank Guarantee in favour of SBI PAYMENT SERVICES PVT. LTD. with validity of at-least six months.	
3.	Technical specifications of each type of Sound Box offered, Indicative Commercial Bid and other information as per all Annexure	
4.	Other Supporting documents.	
5.	Detailed overview of device Management Capabilities / TMS	
6.	Proof of work experience regarding supply of devices in India.	
7.	Proof for financial soundness, audited Balance Sheets and Profit & Loss A/C	
8.	List of Service Centres.	
9.	Any other document mentioned in this RFP document and required to be produced.	
10.	Signed RFP and Corrigendum(s), if any.	
11.	All Annexures as specified in Part -II of this RFP.	

**Annexure-A**

**BID FORM (TECHNICAL BID)**

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

Date: \_\_\_\_\_

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

Dear Sir,

**Ref: RFP No. SBI Payments/VM/2025-26/13, dated 29.09.2025**

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1. We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by SBI Payments and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the Bids as mentioned in the RFP.
  2. While submitting this Bid, we certify that:
    - The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
    - We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
    - Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
    - The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
    - We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
    - The rate quoted in the indicative *price Bids are as per the RFP* and subsequent pre-Bid clarifications/ modifications/ revisions furnished by SBI Payments, without any exception.
  3. If our offer is accepted, we undertake to complete the formalities for supply,

installation, testing and commissioning of the equipment within the period specified in this document.

4. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement as per sample available at **Annexure-M** of this document and the rates quoted therein for the orders awarded by SBI Payments up to the period prescribed in the Bid, which shall remain binding upon us.
5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
7. **We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SBI Payments, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.**
8. **We undertake that we will not resort to canvassing with any official of SBI Payments, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.**
9. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the SBI Payments submitted by us in our Bid document
10. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
11. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation (including our Group concerns/Associates/Subsidiaries) which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial SBI Payments/ Public Sector Undertaking/ State or Central Government or their agencies/departments. We also certify that we have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or

blacklisted by any Scheduled Commercial SBI Payments / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years

12. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the SBI Payments will have the right to disqualify us from the Bid.
13. 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.
14. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
15. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the SBI Payments to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.
16. By submitting this proposal/response, the undersigned hereby provides explicit consent for the collection, processing, storage, and use of any personal data included in this submission, strictly for the purposes of evaluation and communication related to this RFPO, in accordance with the Digital Personal Data Protection Act, 2023. The undersigned acknowledges that they have been informed of their rights under the Act, including the right to withdraw consent at any time.
17. Till execution of a formal contract, the RFP, along with the SBI Payment's notification of award by way of issuance of purchase order or Letter of Intent and our acceptance thereof, would be binding contractual obligation on SBI Payments and us.
18. We hereby undertake and agree to abide by all the terms and conditions stipulated by SBI Payments in the RFP document.

Dated this ..... day of ..... 20

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

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

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_  
**Seal of the company.**

**Annexure-B**

**BIDDER'S MINIMUM ELIGIBILITY CRITERIA**

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

Sl. No.	Eligibility Criteria	Documents to be submitted
1.	The Bidder must be an Indian/ firm / company/ organization registered under applicable Act in India.	a) Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office. b) Copy of GST Certificate
2.	The bidder must have Minimum Average Annual Turnover of Rs.20 Crores in at least Three (3) out of the last Four (4) financial years i.e., 2021-22, 2022-23, 2023-24 and 2024-25.	a) Copy of the audited Balance Sheet for FYs 2021-22, 2022-23, 2023-24 and 2024-25. b) Certificate from CA must be submitted mentioning Average Annual turnover of respective Financial Years.
3.	The Bidder should have a positive net worth as on March 31st, 2025.	a) Copy of the audited balance sheets along with profit and loss statement for corresponding years. b) Certificate from CA must be submitted mentioning Positive Net-worth of respective Financial Year.
4.	The bidder should have supplied & supported:  Minimum 3,00,000 Sound Box Device (QR) to Scheduled Commercial Bank / Financial Institution /Fintech/ Govt. Org / PSUs in India in last 3 financial year (FY 2022-23,2023-24,2024-25) out of which at least 50,000 Sound Box Device in the last 1 year from the	a) Satisfactory Performance Certificate from the Clients as per Annexure-K. OR b) Purchase Order along with e-mail from the client containing all the required information. (Kindly note that Client's Email should be from their official Email IDs only, containing their name, designation and Mobile number) OR c) Copy of Work Order/Purchase Or-

Sl. No.	Eligibility Criteria	Documents to be submitted
	RFP date.	der along with Installation / Implementation Certificate signed and stamped by the Client OR c) Copy of Work Order/Purchase Order along with any other proof of execution (Go-Live sign-off or Reference Letter/Certificate from the Client
5.	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects. (At least 03 client references are required)	1. 2. 3.
6.	Bidder must be in the business of providing Sound Box Devices (QR) on Capex model in India at least for the last 02 years.	Documentary proof of order / contract copy / customer credentials.
7.	The bidder should be the Original Equipment Manufacturer (OEM) of the offered Soundboxes having its registered office in India.	An undertaking / Self-declaration letter on their company's letter head should be provided.
8.	Bidders/OEMs and their associates should not have been blacklisted for deficiency in service by any Scheduled Commercial Bank/ Financial Institution/Central government/ state Government /PSUs/PSBs on any ground during the last 05 years.	Bidder should specifically confirm by submitting a self-declaration on their letterhead in this regard.
9.	The Bidder must warrant that there is no legal action been taken against them for any cause in any legal jurisdiction. If such an action exists and the Bidder considers that it does not affect its ability to deliver the require-	Bidder should specifically confirm by submitting a self-declaration on their letterhead in this regard.



Sl. No.	Eligibility Criteria	Documents to be submitted
	ments as per the Tender, it shall provide details of the action(s).	
10.	The Bidder should not have any Service Level Agreement pending to be signed with the SBI Payments for more than 6 months from the date of issue of purchase order or Letter of Intent.	Bidder should specifically certify Annexure A in this regard.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

**Eligibility criteria mentioned at Sl. No 2 to 4 in table above are relaxed for Startups subject to their meeting of quality and technical specifications. Bidder to note the followings:**

- Start-up” company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having Start-up company status, can claim exemption for eligibility criteria mentioned at Sl No 2 to 6 in table above.
- If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.

Dated this ..... day of ..... 20

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

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

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

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**Seal of the company.**

**Annexure-B2****TECHNICAL ELIGIBILITY CRITERIA****TECHNICAL AND FUNCTIONAL EVALUATION**

The Technical Proposal will be evaluated only for those respondents who are fulfilling the eligibility criteria. The Bidder's shall comply with all the requirements as listed in the table below. Bidder(s) must submit their response in yes or no only, any compliance with qualified statement shall be treated as non-compliance. The Technical Proposal will be evaluated for technical suitability and subject to proof of concept (PoC) to ensure compatibility with existing setup.

**1. Mandatory Requirement**

The mandatory functional requirement along with Certification/ Compliance/ Regulatory/ SDK Requirements have been listed in the Annexure B3. The Bidders should provide their response only in 'Yes' & 'No' mandatorily to all the Certification/ Compliance/ Regulatory/ SDK and Functional requirements stated in Annexure B3.

**2. Technical Scoring Matrix:**

The overall technical evaluation will involve scoring on the following aspects. The **Bidder has to ensure minimum score of 80%, for qualifying technical evaluation.**

**Table No. 1 – Scoring based on Technical Documentation**

#	Evaluation category	Evaluation criteria	Scoring Logic	Max Score
1	Bidder's Experience in terms of supply of Sound Box devices in Scheduled Commercial Bank / Financial Institution /Fintech/ Govt. Org / PSUs in India	Bidders should have minimum 3 active clients	i) > 5 clients - 10 Marks ii) 3 to 5 clients = 7 Marks	10
2	Soundbox Solution deployment in Scheduled Commercial Bank / Financial Institution /Fintech/ Govt. Org / PSUs in India	Number of successful deployments of Soundbox with TMS platform.	i) >3.0 Lakhs : 10 Marks ii) 0.5 Lakh to 3.0 Lakh : 7 Marks	10
3	Product origin	Make in India	Yes : 10 Marks No : 7 Marks	10
4	Manufacturing capability based on product design provided by SBI Payments.	Bidder should be capable to manufacture the soundboxes with MOQ of 10,000 units	Yes : 10 Marks No : 8 Marks	10

#	Evaluation category	Evaluation criteria	Scoring Logic	Max Score
5	TMS	Based on compliance to Annexure C – Scope of work for TMS	Based on Annexure B4 Score	40
			<b>Total Marks</b>	<b>80</b>

### 3. Proof of Concept (POC) for Sound Box devices (QR) and TMS.

- All the vendors who are found to fulfil the minimum eligibility criteria, mandatory requirements and scoring minimum 80% marks on Technical Scoring Matrix on the as part of this empanelment RFP shall be eligible for further evaluation i.e., POC.
- The eligible bidders have to supply, install and integrate the Sound Box devices quoted in the tender (same make & model/s) with the existing setup or new set up of the SBI Payments, this is for testing purpose. The device(s) needs to be delivered at SBI Payments, Mumbai / or any other location as informed by the SBI Payments) for testing purpose within one week from the date of intimation by the Bank.
- The POC is to ensure the technical suitability and compatibility with the existing SBI Payments setup, and the requirements detailed as part of the Scope of Work.
- Overall timeline for POC shall be 15 working days, this shall include successful integration of the supplied device with existing or new setup of SBI Payment.
- Any vendor who is not complying with the above POC will be technically disqualified at the discretion of the SBI Payments. The eligibility and technically qualified bidders will be empaneled for a period of three years.
- The bidder's competence in demonstrating the feasibility of their product and TMS will be evaluated based on the following scoring parameters under POC:

**Table No. 2 – Scoring based on POC evaluation**

Sr. No.	Device features	Max Marks
1	Device Connectivity	4
2	Demo of TMS	3
3	Test transaction demo	3
4	Troubleshooting of device	3
5	Network connectivity with various Network providers (Airtel, Vodafone, Jio, BSNL)	4
6	Offboarding of device	3
	<b>Total Marks</b>	<b>20</b>

**Annexure-B3**

**TECHNICAL SPECIFICATION OF THE OFFERED SOLUTION**  
**(Mandatory Same or higher specs)**

**1. Product Line 1: Sound Box, Static QR**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Description</b>	<b>Bidder's Response (Yes / No)</b>
1.	Processor	ARM Cortex-Minimum 32-Bit	
2.	Language	English, Hindi, Odia, Marathi, Gujarati, Telugu, Tamil, Punjabi, Malayalam, Kannada, Bangla and Assamese	
3.	Battery	i. Capacity: Minimum 2000 mAH ii. Standby: Minimum 5 days iii. Run time: Fully Charged device shall last for minimum 250 transactions	
4.	Connectivity	4G	
5.	Port	USB C Port	
6.	Platform & processing	Middleware connectivity for transaction processing Data Security & Integrity as per Industry standards	
7.	LED Indicator	Minimum 2 (Battery & Network)	
8.	Memory	Flash – 8 MB; RAM - 8MB	
9.	Functional keys	1 Power Key, 2 Volume (+/-), 1 Menu Key, Number Key Pad, Repeat last transaction.	
10.	Display	Not Applicable	
11.	Audio	Minimum 1 speaker with minimum 2W, >=85 db voice capacity (Supports TTS & Recorded Audio, wav & mp3)	
12.	Power supply	AC (5V / 1A Minimum) & Battery	
13.	Certification	BIS	
14.	Panel Size	Length 3.5" x Width 2.5"	
15.	Weight	Max. 380g	
16.	Working environment temperature	Operating Temp : -10° to +55°	
17.	Accessory	1 x Type C - USB cable and 1 x adapter for charging	

## 2. Product Line 2: Sound Box Static QR with NFC.

Sr. No.	Particulars	Description	Bidder's Response (Yes / No)
18.	Processor	ARM Cortex- 32 Bit	
19.	Language	English, Hindi, Odia, Marathi, Gujarati, Telugu, Tamil, Punjabi, Malayalam, Kannada, Bangla and Assamese	
20.	Battery	i. Capacity: Minimum 2000 mAH ii. Standby: Minimum 5 days iii. Run time: Fully Charged device shall last for minimum 250 transactions	
21.	Connectivity	4G	
22.	Port	USB C Port	
23.	Platform & processing	Middleware connectivity for transaction processing Data Security & Integrity as per Industry standards	
24.	LED Indicator	Minimum 2 (Battery & Network)	
25.	Memory	Flash – 8 MB ; RAM – 8 MB	
26.	Card Reader	EMV Contactless L1 tested.	
27.	Functional keys	1 Power Key, 2 Volume (+/-), 1 Menu Key, Number Key Pad, Repeat last transaction.	
28.	Display	Not Applicable	
29.	Audio	Minimum 1 speaker with minimum 2W, >=85 db voice capacity (Supports TTS & Recorded Audio, wav & mp3)	
30.	Power supply	AC (5V / 1A Minimum) & Battery	
31.	Certification	All schemes, EMV Contactless, BIS	
32.	Panel Size	Length 3.5" x Width 2.5"	
33.	Weight	Max. 380g	
34.	Working environment temperature	Operating Temp : -10° to +55°	
35.	Accessory	1 x Type C - USB cable and 1 x adapter for charging	

## 3. Product Line 3: All in one Sound Box (Tap, Dip & Dynamic QR).

Sr. No.	Particulars	Description	Bidder's Response (Yes / No)
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Sr. No.	Particulars	Description	Bidder's Response (Yes / No)
1.	Processor	Minimum ARM- 32 Bit	
2.	Memory	Flash – 8MB & Above; RAM - 8 MB & Above	
3.	Card Reader	EMV Contactless L1,	
4.	Functional keys	1 Power Key, 2 Volume (+/-), 1 Menu Key, Number Key Pad, Repeat last transaction	
5.	EMV Certification	The device is EMV compliant (L1 & L2).	
6.	Certifications	All schemes, EMV, BIS	
7.	PCI Approval	The device meets the latest and future PCI mandates for PCI PTS (6 or above)	
8.	Display	i. Merchant and customer facing screen for display of txn amount. ii. Customer facing – 3.5 Inch display screen supporting dynamic QR display	
9.	Audio	Minimum 1 speaker with minimum 2W, >=85 db voice capacity	
10.	Power Supply	AC (5V / 1A Minimum) & Battery	
11.	Panel Size	Not Applicable	
12.	Weight	Max. 380g	
13.	Working environment temperature	Operating Temp : -10° to +55°	
14.	Accessory	1 x Type C - USB cable and 1 x adapter for charging	
15.	Battery	i. Capacity: Minimum 2000 mAH ii. Standby: Minimum 5 days iii. Run time: Fully Charged device shall last for minimum 250 transactions	

**Bidders have to provide their response for Sound Box on the following Conditions/  
Business conditions only in 'Yes', 'No' or "Not Applicable"**

<b>Business Condition</b>	<b>Definition</b>	<b>Bidder's Response (YES/NO/Not Applicable)</b>	<b>Bidder's Remarks (In case of Not Applicable)</b>
Card Scheme	Terminals should support all types of Credit, Debit, (VISA/MasterCard/Rupay/Amex), Pre-paid cards, UPI. NCMC card (National Common Mobility cards).		
Changes Made by Card Schemes	The device offered should be certified by MasterCard, Visa, Amex, Rupay and meet the standards prescribed from time to time by such agencies at bidder's cost.		
Chip transactions	Transactions performed using chip cards.		
Option of Contactless Transactions	Transactions performed using Contactless protocols.		
Keyed transactions	Transactions performed using card numbers entered manually.		
Blocking Transaction Mode	Option to enable/ disable a particular transaction: <ul style="list-style-type: none"> <li>• Parameter driven.</li> <li>• Blocked by BIN</li> <li>• Ceiling limit by BIN Keyed</li> </ul>		
Online Authorization	Transaction used to authorize a card is valid or not.		
Purchase(Sale)	Transaction used to authorize a card and amount.		
Refund enabled	This transaction is used to credit the money to cardholder account from merchant account.		
Void	This transaction is used to cancel the previously performed purchase or refund transaction in the same batch.		
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.		
Cash back/	This transaction allows cardholder to get		



<b>Business Condition</b>	<b>Definition</b>	<b>Bidder's Response (YES/NO/Not Applicable)</b>	<b>Bidder's Remarks (In case of Not Applicable)</b>
Cash@POS	cash from merchant.		
Referral handling, (Force transactions)	Referral is used by issuer, if cardholder activity is suspicious. Cardholder should then call issuer bank, authenticate himself to get referral code and perform transactions.		
Tip handling	This is mostly used in restaurant merchants to give TIP to restaurant employees.		
End of Day	This is to settle all the transactions performed during the day. Merchant's account will be credited only after this transaction.		
Cancel Button	Cancel key is used to cancel any operation and take the terminal back to idle screen display.		
Enter Button	Enter Key is used to confirm anything on the terminal application.		
Batch Purge	This is to clear the open batch transactions.		
Request current batch totals	This is to give summary of transaction count and amount based on card types, performed in the current batch.		
Request previous batch totals	This is to give summary of transaction count and amount based on card types, performed in the last settled batch.		
Security Levels	What Features can be password protected: Voids Refunds Pre-auth Offline forces Batch Purge Supervisor Engineer		
Display Transactions	This is to review transactions on the current batch on terminal display.		
Detail Report	This is to give detailed information of card number, card type, transaction amount, invoice number, expiry date, and totals.		
Summary Report	This is to give summary of transaction count and amount based on card types, performed in the current batch.		

<b>Business Condition</b>	<b>Definition</b>	<b>Bidder's Response (YES/NO/Not Applicable)</b>	<b>Bidder's Remarks (In case of Not Applicable)</b>
Search by Number	This is to search transactions based on invoice number or based on last 4 digits of card number.		
Search by Amount	This is to search transactions based on transaction amount.		
Date/Time	Synchronized with host? Receipt timestamp printed from authorization response.		
Display Terminal ID	To display terminal ID for verification and confirmation.		
Display Version	Current Software		
Software Download Modes	Must have Remote Key Terminal Management System (TMS). See TMS section.		
Remote Key Injection	Must have Remote Key injection facility in (TMS). See TMS section		
Multimedia content management	Must have Multimedia content Management facility in TMS		
Geo location tagging	Must have Geo location tagging facility in TMS		
Remote Helpdesk	Must have remote helpdesk facility (terminal management /trouble shooting ) in TMS		
Multi-Application	Ability to run multiple applications like Payments, loyalty, gift card etc. without affecting other application's data.		
Secure Connectivity	Capability to support SSL/TLS		
On the Air (OTA) Updates	Remote updates APP & Firmware.		
Sharing of TMS agnostic SDK for SBI Payments Business needs	Bidder should provide the SBI Payments or its representative the TMS agnostic SDK for its use		

Note: Device application certification (L3) and Key Injection (remote / physical) Device shall be the responsibility of Bidder / OEM.

Dated this ..... day of ..... 20

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

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_  
**Seal of the company.**

**Annexure-B4**

**Scoring Matrix on Modules of TMS**

Sr. No.	TMS Modules	Scoring Parameter	Max Marks	Bidder's Response (Yes/No)
1	Device On Boarding	Tracking and management of device lots received from OEM	10	
2	Device Provisioning	Mapping of Devices against assigned MID/TID/QR including provisioning of instant onboarding / activation for soundboxes	10	
3	Reporting and Analytics Dashboard	<b>Offers insight into:</b> i) Transaction Analytics ii) Connection status with MQTT / Broker iii) Battery / Power Consumption / Usage behavior analysis iv) Sound notification analysis including played to not played ratio v) Flash memory utilization analysis vi) Sim usage analytics / Network Status	20	
4	Inventory Tracking Module	Device information including sim type, sim provider, device IMEI, device type, device location (network triangulation / geolocation)	10	
5	Customer Engagement Module	i) Manage customer information, track loyalty programs, and personalize marketing efforts ii) Campaign management basis TID/MID as per merchant Category iii) Voice Play of Campaign	20	
6	Security Module	Ensures secure transactions, protects sensitive data, and prevents unauthorized access.	10	
7	Device Management and Analytics	i) Multiple software version support ii) Multiple language support iii) Device history and current status iv) Health check v) Battery status including battery charging history vi) Over the Air software updates (FOTA and SOTA) vii) Reboot functions / Remote restart viii) Data Packet Logger and device logger ix) Button press analytics x) APN Management xi) SIM Network Status	20	

**Annexure-C**

**SCOPE OF WORK**

**1. General Scope of Work**

- 1.1** SBI Payments, as part of its range of PoS offerings, offers merchants the option to accept payments via QR Codes through both Bharat QR and BHIM UPI platforms. To facilitate ease of transaction confirmation, SBI payments seeks to provide merchants soundboxes, to announce transaction success and amount.
- 1.2** SBI Payments desires to empanel vendors for Supply of Sound Box devices (QR) for the three years under Capex model.
- 1.3** Once the vendors are empaneled, the commercial bids will be called every year or as and when SBI Payments desires from the empaneled vendors and a Rate Contract model shall be adopted every year (during the empaneled period) for a period of 1 year based on the yearly estimates or business requirement.
- 1.4** The scope of work is to provide Sound Box devices which will be integrated with the SBI Payments existing UPI infrastructure for receiving QR based transactions and voice notification on the Sound Box at the merchant location.
- 1.5** The SBI Payments envisages to procure 10,00,000 (Ten Lakh) Sound Boxes over a period of 36 months. This estimate have been made on the basis of market feedback. However, it may be noted that SBI Payments does not assume any obligation, whatsoever, for the number of Sound Box actually to be purchased during aforesaid period. It may vary as per Market Situation and rapid change in technologies.
- 1.6** SBI Payments reserves the right to procure additional 25% of the projected quantity as and when required under the same terms, conditions and commercial.
- 1.7** Tentative Requirement:

Details of projection / tentative requirement for three years is shown below:

Sr. No.	Type of Device	Indicative Qty in Nos for 3 years
1	Sound Box, Static QR	7,00,000
2	Sound Box, Static QR with NFC	2,00,000

Sr. No.	Type of Device	Indicative Qty in Nos for 3 years
3	All in One Sound Box (Dip, Tap & Dynamic QR)	1,00,000
	<b>Total</b>	<b>10,00,000</b>

**1.8** It may also be noted that SBI Payments will not be able to advise schedule of requirements and would procure supplies as per its actual requirement over a period of 36 months depending upon its requirement. The total quantity mentioned is indicative only and SBI payments cannot be held liable incase the total quantity is not fully procured during the mentioned period.

**1.9** SBI Payments may issue Purchase Order in multiple stages/frequencies as per SBI Payments' requirement over a period of 36 Months. However, warranty of each device will be 24 months which will start from the date of activation and first successful transaction of the device.

## **2. Detailed scope of work:**

**2.1** Vendor should be capable of providing the Sound Box Devices for which they are empaneled that is specified under Technical Specifications **Annexure B3**.

**2.2** Bidder should be able to provide following type of devices (Based on the Bidders empanelment for the particular product line:

- i. Product Line 1 - Sound Box Static QR
- ii. Product Line 2: Sound Box Static QR with NFC
- iii. Product Line 3: All in one Sound Box (Tap, Dip & Dynamic QR)

**2.3** The bidder should provide sound box device with SBI Payments Branding.

**2.4** The bidder should be able to deliver bulk sound boxes to the respective **Warehouse / Regional business offices (RBO) / Zonal offices** of State Bank of India as per SBI Payments requirement.

**2.5** All the parts of items supplied would be covered under comprehensive off-site warranty. If there is any gap between SBI Payments requirement and OEM warranty then it will be the responsibility of vendor to fill up the gap.

**2.6** Only licensed copies of software shall be supplied and ported for the equipment. The bidder shall grant an enterprise wide perpetual level license to the SBI Payments to use the software. Further, all software / hardware supplied shall be of latest version available in the market.

- 2.7** The Bidder should integrate with SBI Payments UPI application for getting response from UPI switch and also follow all network and security level protocol.
- 2.8** Sound box should be compatible with multiple payment channels such as UPI, CBDC or any other channel which SBI Payment may propose launching in the future.
- 2.9** Any new advisory / guidelines issued by regulatory authorities need to be implemented immediately by the Bidder without any additional cost to the SBI Payments.
- 2.10** Bidder must provide a solution which will be scalable to integrate with SBI Payments provided system.
- 2.11** The selected bidder shall be responsible but not limited to supply, failover testing, integration with SBI Payments setup for entire contract period at no additional cost to the SBI Payments.
- 2.12** SBI Payments will have periodic review of technology. Vendor will supply the models approved as per technical aspects. In case any of the models becomes obsolete, then Vendor will provide the latest model available at no extra cost to SBI Payments.
- 2.13** Replacement of faulty hardware, software, accessories etc. Any defective device / missing part identified while receipt of goods shall be replaced with a new Sound Box immediately by the bidder without any additional cost to the SBI Payments.
- 2.14** The selected bidder will undertake to ensure availability of offered Sound boxes during the contract period, as well as maintenance of sufficient inventory of genuine spare parts during the contract period.
- 2.15** The system spare parts / services, accessories (including speaker, display unit, speaker cum display unit etc.) and complete maintenance of the system shall be supported during contract period. Further, bidder should provide the spare equipment in case of device failure. The replacement of faulty equipment should be of same model or higher end model subject to approval of the SBI Payments and should support all the performance requirements of existing equipment without any extra cost to SBI Payments.

- 2.16** If any of the peripheral(s) / component(s) is taken by the bidder for repair during the contract period, the substitution shall be carried out with peripheral(s) /component(s) of equivalent or higher capacity.
- 2.17** Any software support like update / enhancement / software upgrade etc. shall be supplied, Installed and commissioned by the bidder at no additional cost to the SBI Payments. However, any such software support like update / enhancement / upgrade shall be communicated to the SBI Payments by the bidder within a period of one month from the date of release.
- 2.18** Any application or firmware update related to Sound box installed at the field should be provided over the network by the bidder.
- 2.19** Any software related issue or media related malfunctioning which ultimately affects the performance of Sound Box notification for QR Merchants of SBI Payments, shall be rectified during the full period of the Contract, at no additional cost to the SBI Payments.
- 2.20** The bidder should have full-fledged development and support center in India. Bidder should be well-equipped and provide 24x7x365 support to SBI Payments. The bidder should provide online support immediately on raising requests.
- 2.21** The bidder shall submit the maintenance procedures and call log-in procedures along with the escalation matrix.
- 2.22** In case of need, switching to other vendor / service provider. Bidder will support and provide its service related to switching with other TSPs without any additional cost to SBI Payments.

**3. Manufacturing Scope** (in case of requirement by SBI Payments on MOQ basis):

SBI Payments Shall provide the design of each Sound box Models, where the scope of manufacturing shall follow the below points but not limited to.

- 3.1** Compact, ergonomic, and aesthetically suitable for retail/merchant counters.
- 3.2** Durable housing with resistance to dust, minor spills, and regular handling.
- 3.3** Easy branding surface for SBI Payments logo and merchant QR display.
- 3.4** Simple plug-and-play functionality.
- 3.5** Clearly visible indicators (LEDs for power, network, and payment).
- 3.6** Accessible controls (volume, reset, power).



### **3.7 Prototype fabrication.**

### **3.8 Testing & Validation**

- i. Functional testing (sound clarity, connectivity, battery life).
- ii. Environmental testing (temperature, humidity, drop tests).
- iii. Compliance with safety standards.
- iv. Pilot run of initial batch for real-user testing.

### **3.9 Feedback incorporation before mass production tooling.**

## **4. Delivery, packaging and Documentation**

**4.1** The Vendor shall deliver soundboxes within the scheduled delivery timelines prescribed in the scope of work of this RFP.

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

**4.3** The Branding of the device and of the packaging will be in accordance with SBI Payments.

**4.4** All documentation relating to the device, TMS are to be delivered to SBI Payments.

**4.5** All terms of delivery should adhere to the clause 32 of this RFP.

## **5. Warranty and support**

**5.1** The entire Sound Box device equipment including system software will remain under off-site, comprehensive maintenance warranty for a period of 2 years. The service support during warranty period shall be for the entire Sound Box device equipment. The vendor shall upgrade the system software during warranty period at no cost to SBI Payments. Vendor will have to provide a post-installation warranty.

**5.2** Vendor is required to provide adequate support for Patch update, bug fixes, security updates etc. of system software (available from the OEM) which includes installation and update during the warranty period in consultation with SBI Payment team.

**5.3** Comprehensive Warranty for 24 months shall start from the date of activation

and first successful transaction of the device. The offsite warranty shall cover repair / replacement of battery, IC, Speaker, keypad, display, spare parts, kits resolution of problem etc.

- 5.4** In event of any major equipment / part is replaced or any defect in respect of any major equipment / part is corrected for more than two instance of any quarter where the period of warranty remained is less than twelve month of the comprehensive warranty, the warranty in respect of the entire hardware equipment for which the equipment / part is replaced / defect is corrected, will be extended for an additional period of twelve months from the date of such replacement / correction of defects.
- 5.5** In case of significant failures of specific component of Sound Box devices (Battery, Speaker, Keypad, Display etc.) the entire Sound Box device needs to be replaced with a new Sound Box device.
- 5.6** The vendor shall be fully responsible for the overall warranty of the Sound Box devices against any defects arising from design, material, manufacturing, workmanship or any act or omission of the manufacturer and/or vendor any defect that may develop under normal use of supplied equipment during warranty period. The vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at its own cost including cost of transportation.
- 5.7** During the warranty, the vendor will have to undertake support of the entire product (components/ operating software/firmware) supplied by the vendor at no additional cost to SBI Payments.
- 5.8** Warranty for the system software/ off-the shelf software will be provided to the SBI Payments as per the general conditions of sale of such software.
- 5.9** Support (Warranty) would be Off-site and comprehensive in nature and must have back to back support from the OEM.
- 5.10** In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
- i. Diagnostics for identification of systems failures
  - ii. Protection of data/ Configuration
  - iii. Recovery/ restart facility
  - iv. Backup of system software/ Configuration

- 5.11** Prompt support shall be made available as desired in this RFP during the support period as and when required by the SBI Payments.
- 5.12** The vendor shall be agreeable for offsite support during peak weeks (last and first week of each month and festival seasons) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the SBI Payments for such needs, if any, during the support period.
- 5.13** Vendor support staff should be well trained to effectively handle queries raised by the employees of SBI Payments.
- 5.14** Updated escalation matrix shall be made available to SBI Payments once in each quarter and each time the matrix gets changed.

## **6. Repair and maintenance**

- 6.1** The vendor shall submit the maintenance procedures and call log-in procedures along with the escalation matrix.
- 6.2** Any software support like update / enhancement / software upgrade etc. shall be supplied, Installed and commissioned by the vendor at no additional cost to the SBI Payments. However, any such software support like update / enhancement / upgrade shall be communicated to SBI Payments by the vendor within a period of one month from the date of release.
- 6.3** Any software related issue or media related malfunctioning which ultimately affects the performance of Sound Box notification for QR Merchants of SBI Payments, shall be rectified during the full period of the Contract, at no additional cost to the SBI Payments.
- 6.4** The system spare parts / services, accessories (including speaker, display unit, speaker cum display unit etc.) and complete maintenance of the system shall be supported during contract period. Further, vendor should provide the spare equipment in case of device failure. The replacement of faulty equipment should be of same model or higher end model subject to approval of the SBI Payments and should support all the performance requirements of existing equipment without any extra cost to SBI Payments.
- 6.5** If any of the peripheral(s) / component(s) is taken by the vendor for repair during the contract period, the substitution shall be carried out with peripheral(s) / component(s) of equivalent or higher capacity.

**6.6** In case of need, switching to other vendor / service provider. Vendor will support and provide its service related to switching with other TSPS without any additional cost to SBI Payments.

**6.7** Any application or firmware update related to Sound box installed at the field should be provided over the network by the vendor.

## **7. Compliance and Audit**

**7.1** Ensure compliance with the existing regulations / laws on consumer data protection and privacy.

**7.2** There should be adequate safeguards built in its IT systems to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data.

**7.3** The entity should have robust IT infrastructure and managerial resources. The IT systems used for end-to-end processing shall provide end-to-end integrity of information processing.

**7.4** The Bidder along with OEM should comply with the CISP policy, regulatory guidelines i.e. Govt. / RBI / CERT-IN / NPCI / DeitY / MeitY / SEBI / AMFI etc. and industry guidelines.

**7.5** The Bidder solution should be compliant to all the existing operating circular of NPCI and any other regulatory body or Government of India guidelines and as and when issued by any such authority.

**7.6** Providing support for closing any internal or external audit / VAPT recommendations.

**7.7** Periodical certification/audit of the hardware, software and application to be completed at bidder's end and the copy of certificate and report to be submitted to the SBI Payments.

**7.8** Bidder should comply with SBI Payments Information security policy such as but not limited to:

- i. Responsibilities on system and software access control and administration.
- ii. Responsibilities for data and application privacy and confidentiality.
- iii. Data encryption/protection requirement of the SBI Payments.

**7.9** SBI Payments will have periodic review of technology. Vendor will supply the models approved as per technical aspects. In case any of the models becomes obsolete, then Vendor will provide the latest model available at no extra cost to SBI Payments.

## **8. Terminal Management System (TMS)**

**8.1** The Bidder must be able to adhere a comprehensive Terminal Management System (TMS) compatible to the switches used by SBI Payments' Technology Vendor / service providers (TSPs)/Partners, which will facilitate capability to deploy and remote manage all aspects of the terminal lifecycle cost effectively. The Terminal Management system must provide for mass maintenance/scheduling, based on various criteria, location, and type of business etc. The Bidder should note that the SBI Payments wishes to undertake terminal management activities directly through the bidder. SBI Payments intends to undertake the TMS and MQTT from the bidders and the TMS and MQTT of the bidders should have the capacity to support the devices of other OEMs also:

- i. A central (Remote) download capability for all features/applications that are in the terminal.
- ii. Parameter management and Remote update
- iii. Heartbeat functionality of device
- iv. Proactive alerting of device
- v. Status of Battery and Network
- vi. Remote Key Injection (RKI)
- vii. Multimedia Content Management
- viii. Geo- location tagging of terminals
- ix. Remote helpdesk (Terminal Management and trouble shooting)
- x. Network Strength Signalling

The feature list is only indicative but not exhaustive.

**8.2** The Bidder should provide the mentioned APIs for the above mentioned features with unlimited licence at no extra cost up to the empanelment period or up to the warranty period, whichever later.

## 9. Project Milestone and Payment Terms

Payment will be made as per the following schedule: -

Sl. No.	Deliverables	Expected Timelines	Payment Terms
1.	Delivery of soundbox devices	Within 4-6 weeks from the date of Purchase Order (PO)	100% of Purchase Order Value in net 30 days from the date of receipt of the devices at the specified location.

Dated this ..... day of ..... 20

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

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_  
Seal of the company.

**Annexure-D**

**BIDDER DETAILS**

Sl. 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  i. Name  ii. Designation  iii. Address  iv. Phone Number (Landline)  v. Mobile Number  vi. Email Address	

Dated this ..... day of ..... 20

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

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_  
Seal of the company



## Annexure-E

### Methodology of Shortlisting Empanelled Vendors

SBI Payments shall carry out the shortlisting of empanelled vendors based on combination of scoring matrices outlined in Annexure B2 and Annexure B4 of this RFP. The bidder scoring the Highest Marks (H1) and second Highest Marks (H2) on completion of this Technical evaluation shall be shortlisted and be selected as empanelled vendor for supply of soundboxes and TMS.

The final scoring shall be based on the total marks scored in technical evaluation (out of 80) and total marks scored in POC (out of 20) as per example shown below:

Bidder Name	Total Marks Scored in TMS Module	Weighted Score in TMS Module	Total Marks Scored in Technical documents Evaluation out of 80	Compliance to Technical eligibility	Total Marks Scored in POC	Final Score	Remarks
	Annexure B4 out of 100	(Normalized to 40 marks)	(Annexure B2 Table No. 1)	(Min. Score in C = 64 Marks)	(Annexure B2 Table No. 2)		
	A	*B=(A)*40/100	C	D	E		
Bidder 1	80	32	66	Yes	15	81	H3
Bidder 2	90	36	76	Yes	10	86	H2
Bidder 3	70	28	65	Yes	15	80	H4
Bidder 4	88	35.20	69	Yes	20	89	H1

**Note:**\*In Annexure B4 the scoring of TMS Module shall be normalized to a weightage of 40 marks as per evaluation parameter of Table No. 1 of Annexure B2 (Technical Scoring Matrix).

**Formula for Normalization of score (out of 40) for TMS module:**

$$B = \frac{\text{Score A (Out of 100)}}{100} \times 40$$

**Annexure-F**

**INDICATIVE PRICE PROPOSAL/INDICATIVE COMMERCIAL BID**

(For empaneled vendors only and shall be asked on later stage)

**Total Product and Solution Cost with 02 years Warranty**

**Vice President (Vendor Management & Operations)**

SBI Payment Services Pvt. Ltd.,  
23rd Floor, Urmi Estate, 95 Ganpatrao Kadam Marg,  
Opp. Peninsula Business Park,  
Lower Parel, Mumbai 400013

Dear Sir,

**Ref: RFP No. SBI Payments/VM/2025-26/13 dated 29.05.2025:**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Indicative Price Bid of

*(Total Proposal amount in words and figures)* for supply, of the equipment's in conformity with the said Bidding documents

Sl. No.	Type of Device	Make	Model	QTY	Unit of Measure	Unit Price (in Rs.)
1	Sound box, Static QR with TMS					
2	Sound box Static QR with NFC with TMS					
3	All in one Sound Bx (TAP, DIP & Dynamic QR) with TMS					

**Note:**

- Above prices includes Cost of device, QR Panel, application software and TMS.
- Price discovery shall be made on the basis of the unit price (excluding tax).
- Reverse auction shall be conducted on the basis of cost per unit (i.e., unit price).

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

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

Dated this ..... day of ..... 20

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

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_  
Seal of the company.

**UNDERTAKING OF AUTHENTICITY**

To:  
(Name and address of Procuring Office)

**Sub:** Undertaking of Authenticity for RFP - Empanelment of vendors for Supply of Sound Box devices (QR).

**Ref:** RFP No. SBI Payments/VM/2025-26/13 dated 29.09.2025

1. With reference to the equipment being quoted to you vide our Quotation No:\_\_\_\_\_ dated \_\_\_\_\_, we hereby confirm that all the components /parts /assembly / software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used. We also undertake to produce certificate from the Original Equipment Manufacturers (if required by you) in support of the above statement at the time of delivery / installation.
2. We also confirm that in respect of licensed operating systems and other software utilities to be supplied, the same will be procured from authorized sources and supplied with Authorized License Certificate (i.e. Product keys on Certification of Authenticity in case of Microsoft Windows Operating System).
3. In case of default and the SBI Payments finds that the above conditions are not complied with, we agree to take back the equipment supplied and return the money paid by you, in full within seven days of intimation of the same by the SBI Payments, without demur or any reference to a third party and without prejudice to any remedies the SBI Payments may deem fit.
4. In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware / Software already billed, we agree to take back the equipment without demur, if already supplied and return the money if any paid to us by you in this regard.
5. We also take full responsibility of both parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Dated this ..... day of ..... 20

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

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

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_  
Seal of the company.

**Annexure-I**

**FORMAT FOR EMD BANK GUARANTEE**

To:

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Dear Sir,

**EMD BANK GUARANTEE FOR**  
**RFP FOR EMPANELMENT OF VENDORS FOR SUPPLY OF SOUND BOX**  
**DEVICES (QR)**  
**RFP NO. SBI Payments/VM/2025-26/13 dated 29.09.2025**

WHEREAS SBI Payment Services Pvt. Limited (SBI Payments), having its Registered Office and Corporate Office at 23<sup>rd</sup> Floor Urmi Estate, 95 Ganpatrao Marg, Lower Parel, Mumbai – 400013 has invited Request for Proposal for RFP - Empanelment of vendors for Supply of Sound Box devices (QR) to SBI Payment Services Pvt. Limited and such services as are set out in the SBI Payments , Request for Proposal \_\_\_\_\_ dated \_\_\_\_\_

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

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

**4. NOW THIS GUARANTEE WITNESSETH THAT**

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

provided, however, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

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

6. We hereby further agree that –

a) Any forbearance or commission on the part of the SBI Payments in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI Payments to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment to us of the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)

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

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

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

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

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

Notwithstanding anything contained hereinabove:

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

(b) This Bank Guarantee shall be valid up to .....

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

Yours faithfully,

For and on behalf of

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

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

**Annexure–J**

**PERFORMANCE BANK GUARANTEE FORMAT**

***(TO BE STAMPED AS AN AGREEMENT)***

**THIS PERFORMANCE BANK GUARANTEE AGREEMENT** executed at .....this.....day of ..... 2025 by ..... (Name of the Bank)..... having its Registered Office at .....and its Branch at .....(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF "SBI PAYMENTS" (SBI Payment Services Private Limited)** is a subsidiary of State Bank of India established with the objective of carrying out Merchant Acquiring Business activities having its office at 23<sup>rd</sup> Floor Urmi Estate, 95 Ganpatrao Marg, Lower Parel, Mumbai – 400013 (**procuring office address**), hereinafter referred to as SBI PAYMENTS"" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

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

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

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



its commitments / obligations under the RFP/Agreement, SBI Payments shall be entitled to invoke the Guarantee.

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

**NOW THIS GUARANTEE WITNESSETH THAT**

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

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

- (i) Any neglect or forbearance on the part of SBI Payments to Vendor or any indulgence of any kind shown by SBI Payments to Vendor or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the SBI Payments from its liabilities under this Guarantee.
- (ii) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any

Guarantee or Security now or hereinafter held by SBI Payments at its discretion.

- (iii) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- (iv) The guarantee shall not be affected by any change in the constitution of SBI Payments or Vendor or winding up / liquidation of Vendor, whether voluntary or otherwise
- (v) This guarantee shall be a continuing guarantee during its validity period and the SBI Payments can make its claim in one or more events within the total liability of the Guarantor mentioned herein.
- (vi) This Guarantee shall remain in full force and effect for a period of \_\_\_\_ years from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made on or before \_\_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- (vii) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein above:

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

(b) This Bank Guarantee shall be valid up to.....

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

Yours faithfully,

For and on behalf of Bank

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

**Annexure–K**

**SATISFACTORY PERFORMANCE CERTIFICATE**

To:

Dear Sir:

Reg: Request for Proposal RFP - Empanelment of vendors for Supply of Sound Box devices (QR)

This is to certify that M/s \_\_\_\_\_ has supplied/implemented Complete \_\_\_\_\_ (Name of Product / Software/Solution for Sound box (QR) originally developed by \_\_\_\_\_ (OEM name) in our organization since \_\_\_\_\_ (no. of years).

The sound box is running successfully in our organization and the services of M/s \_\_\_\_\_ (Company Name) are satisfactory.

The certificate has been issued on the specific request of the company.

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

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

\_\_\_\_\_  
Seal of the company.

**Annexure-L**

**PENALTIES AND SLA TERMS**

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be expected from the selected Vendor during the implementation and its subsequent support on the Terminal Management System for the project period. The severity would be as follows. It will SBI Payments's discretion to assign the appropriate severity parameter to the incident

**High:** The identified issue has a material business impact (Show Stopper) and needs to be resolved immediately. This level would typically correspond to issues that result into disruption of Platform services to SBI Payments. It is expected that the Bidder provides an immediate platform/ work around for "Show Stopper" issues so that SBI Payments can continue to function normally and then register the issue on priority by conducting a "Root Cause Analysis"..

**Medium:** The identified issue has a significant business impact and needs to be taken up on top priority. This level would typically correspond to issues that result into disruption of one or more critical services to all the SBI Payments, Regulated entity offices and external institutions having an access.

**Low:** The incidents would be termed as low, which does not have any significant impact on the business or functionality.

The "Infrastructure Availability" metric for the proposed solution with an Infrastructure Availability Target **SLA of 99.99%** will be calculated as per below formula:

$$\frac{\text{Total Solution Uptime} - \text{Total Qualifying Outage Time}}{\text{Total Solution Uptime}} \times 100$$

For the purpose of Infrastructure Availability, Critical or High only severity Incidents will be considered. It will SBI Payments's discretion to assign the appropriate severity parameter to the incident. For any non-performance of SLA, penalties will be levied as per calculation below. The SLA performance measurement shall be tracked and reported every month, referred to as Reporting Period. However, the penalty calculation for not being able to fulfil SLA will be aligned with quarterly invoicing period, referred to as Measurement Period.

Uptime (U) in %	Penalty
$U \geq 99.98$	No Penalty
$99.50 \leq U < 99.98$	1 % of total Quarterly value for the measurement period up to 10% of Annual Amount payable
$99.00 \leq U < 99.50$	2 % of total Quarterly value for the measurement period up to 10% of Annual Amount payable
$98.50 \leq U < 99.00$	3% of total Quarterly value for the measurement period up to 10% of Annual Amount payable
And so on.	For every 0.5 % drop in the Uptime, Penalty @ 1% of total Quarterly value for the measurement period up to 10% of Annual Amount payable

### Incident Restoration SLA

Severity of Incident	Restoration time (T)	Penalty
High	$\leq 1$ hours from time of incident logged.	No Penalty
	$> 1$ Hours and $\leq 3$ Hours	2% of the Quarterly Amount payable for every unresolved call up to 10% of Quarterly Amount payable
	$> 3$ Hours	3% of the Quarterly Amount payable for every unresolved call up to 10% of Quarterly Amount payable
Medium	$\leq 4$ hours from time of incident logged.	No Penalty
	$> 4$ Hours and $\leq 8$ Hours	2% of the Quarterly Amount payable for every unresolved call, up to 10% of Quarterly Amount payable
	$> 8$ Hours	3% of the Quarterly Amount payable for every unresolved call, up to 10% of Quarterly Amount payable
Low	$\leq 10$ day from the time of incident logged at the help desk	No penalty
	$> 10$ day and $\leq 30$ days	1% of the Quarterly Amount payable for every unresolved call, up to 10% of Quarterly Amount payable.

Severity of Incident	Restoration time (T)	Penalty
	>30 days	2% of the Quarterly Amount payable for every unresolved call, up to 10% of Quarterly Amount payable

**Note:**

- The response time for all Types of Help Desk services incidents shall be within 15 min.
- The SLA performance measurement shall be tracked and reported monthly, referred to as the Reporting Period. However, the penalty calculation for not being able to fulfil SLA will be aligned with quarterly invoicing period, referred to as Measurement Period.
- The maximum penalty during a measurement or invoicing period will be capped to 10% of total invoicing value during that measurement or invoicing period.
- First Information Report of any incidents should be communicated to the SBI Payments within 4 hours from the time of occurrence of the incident/issue.
- Root Cause Analysis (RCA) of any incidents should be communicated to the SBI Payments within 24 hours from the time of occurrence of the incident/issue.
- The response time for all Types of Help Desk services incidents shall depend on the level on severity. There should be an initial response on a critical incident within 15 mins of incident booking, 30 mins of high severity ticket.
- Successful Bidder needs to send support engineer to the SBI Payments office in case incident resolution needs onsite support.

Dated this ..... day of ..... 20

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

Duly authorised to sign Bid for and on behalf of \_\_\_\_\_ Seal of the company.

**Annexure-M**

**SERVICE LEVEL AGREEMENT**

**FOR SUPPLY OF SOUND BOX DEVICE (QR) WITH TMS**

**BETWEEN**

SBI PAYMENT SERVICES PVT LTD (SBI PAYMENTS)

AND

---

Date of Commencement

Date of Expiry

This Agreement ("Agreement") is made at \_\_\_\_\_ (Place) on this \_\_\_\_\_  
day of \_\_\_\_\_ (month) 2025.

BETWEEN

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

AND

M/s \_\_\_\_\_ a private/public limited company/LLP/ <strike off whichever is not applicable> the provisions of the Companies Act, 2013/ Limited Liability Partnership Act 2008<strike off whichever is not applicable>, having its registered office at hereinafter referred to as "Vendor/ Service Provider" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

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

## RECITALS

### WHEREAS

- (i) SBI Payments is carrying on business in India and desirous to avail a Service towards - Supply of Sound Box devices (QR) with TMS. And;
- (ii) Vendor is in business of providing Sound Box devices (QR) with TMS and agreed to provide the work / services as may be required by SBI Payments as mentioned in the Request for Proposal (RFP) No ..... dated..... issued by SBI Payments along with its clarifications/ corrigenda, referred hereinafter as a "RFP" and same shall be part of this Agreement. The parties shall be bound by the terms and conditions in the RFP, subject to modifications in this Agreement

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties, with the intent to be legally bound, hereby covenant and agree as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

Unless the context otherwise requires or unless otherwise defined or provided for herein, words and expressions shall have the same meaning



as attributed to them in this Agreement. The capitalized terms used in this Agreement shall have the following meanings:

- 1.1.1 **Capitalised Terms** : The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement:
- 1.1.2 **"Agreement"** means this agreement including all its Annexure, Schedules, Appendix and all amendments therein agreed by the Parties in writing.
- 1.1.3 **"Intellectual Property Rights"** shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter force (including any rights in any of the foregoing).
- 1.1.4 **SBI Payment Services Private Limited** (hereinafter referred to as "SBI Payments") is a subsidiary of State Bank of India established with the objective of carrying out Merchant Acquiring Business activities.
- 1.1.5 **"Service"** means services to be provided as per the requirements specified in the Agreement and any other incidental services and other obligations of the Vendor / service provider covered under the Agreement
- 1.1.6 **"Specification"** means the specifications that the Sound Box devices (QR) must comply with as more particularly detailed in **Annexure III**.
- 1.1.7 **"Confidential Information"** has the meaning set out in **Section 7**;
- 1.1.8 **"Service(s)"** means all services, scope of work and deliverables to be provided by the Service Provider/ Vendor as described herein the Agreement.
- 1.1.9 **"Deficiencies"** shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.
- 1.1.10 **"Deliverables/ Work"** shall mean all work/Software/product generated by Vendor solely or jointly with others in the performance of the Services, including, but not limited to, any and all information,

notes, reports, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.

1.1.11 **“Effective Date”** shall mean the date on which this Agreement takes effect.

1.1.12 **“Total Project Cost”** means the price payable to Vendor over the entire period of Agreement (i.e., Rs. \_\_\_\_\_ <in words>) for the full and proper performance of its contractual obligations

1.1.13 **“Purchase Order (PO) or Letter of Intent”** shall mean PO NO. \_\_\_\_\_ dated \_\_\_\_\_ issued to Vendor.

1.1.14 **“Reports”** shall mean the reports, materials, presentations or other communications, written or otherwise, in draft or final form, provided by Vendor in terms of this Agreement.

1.1.15 **“Request for Proposal (RFP)”** shall mean RFP NO. \_\_\_\_\_ dated \_\_\_\_\_ along with its clarifications/ corrigenda issued by the SBI Payments time to time.

## 1.2 INTERPRETATION

In construing the Agreement:

1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).

1.2.2 The singular includes the plural and vice versa.

1.2.3 Reference to any gender includes each other gender.

1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.

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

1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

- 1.2.7 The terms not defined in this Agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industry practices
- 1.2.8 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- 1.2.9 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

## **2 COMMENCEMENT & TERM**

- 2.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from (Effective Date).
- 2.2 This Agreement shall be in force for a period from Effective Date up to one year, unless terminated by SBI Payments by notice in writing in accordance with the termination clauses of this Agreement.
- 2.3 The SBI Payments/ Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of one year on the same terms and conditions.
- 2.4 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

## **3 SCOPE OF WORK / SERVICES**

The scope and nature of the Services which Vendor has to provide to SBI Payments is specified in Annexure- I of this Agreement.

## **4 REPRESENTATIONS AND WARRANTIES**

- 4.1 Each of the Parties represents and warrants in relation to itself to the other that:
- 4.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.
- 4.1.2 The person(s) signing this agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regula-

tory permissions, approvals and permits for the running and operation of its business.

- 4.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its Vendors, affiliates or sub-contractors) which it provides to the other Party, for use related to the services to be provided under this Agreement.
- 4.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
- 4.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

#### 4.2 Additional Representation and Warranties by Vendor

- 4.2.1 Vendor shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- 4.2.2 Vendor has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the SBI Payments.
- 4.2.3 Vendor has valid and subsisting rights to all data, modules, components, designs, utilities, subsets, objects, programme listings, tools, models, methodologies, programs, systems analysis frameworks, leading practices, and specifications sought to be used by it in relation to the provision of the Services.
- 4.2.4 Vendor warrants that to the best of its knowledge, Services and Deliverables provided by Vendor to the SBI Payments do not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.
- 4.2.5 Vendor shall duly intimate to the SBI Payments immediately, the changes, if any in the constitution of Vendor.
- 4.2.6 The services and products provided by Vendor / service provider to SBI Payments do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.

- 4.2.7 Vendor shall ensure that all persons, employees, workers and other individuals engaged by Vendor or sub-contracted (if allowed) by Vendor in rendering the services for this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Vendor unless such person is found to be suitable in such verification and Vendor shall retain the records of such verification and shall produce the same to the SBI Payments as when requested.
- 4.2.8 Vendor shall warrant that the products/Software/Solution supplied under the Agreement are new, unused, of the most recent or as per specification or model no mentioned in above mention para 3 and they incorporate all recent improvements in design and / or features. Vendor / service provider further warrants that for the 24 months warranty period, all the products/software/solution supplied under this Agreement shall have no defect, arising from design or from any act of omission of Vendor / service provider, that my develop under normal use of the supplied products in the conditions prevailing in India.
- 4.2.9 Vendor shall make all reasonable endeavors to provide the Services promptly and diligently, as provided under the terms of this Agreement. Subject to dependencies on SBI Payments in performance of Services and any force majeure events, Vendor / service provider also undertakes to ensure that no delays or disruption is caused in the execution or completion of the Services and that no additional costs are incurred by SBI Payments in relation to the Services
- 4.2.10 The Vendor agrees that it shall cause its Team, including the Key Personnel, Professional personnel and support personnel to strictly adhere to the project plans/ scope of work and the standards.
- 4.2.11 Warranty for Sound Box devices (QR) : Vendor / Service Provider shall ensure that a comprehensive warranty shall be provided for the complete Sound Box devices (QR) including TMS support services as and when necessary, will be 24 months from the date of activation and first successful transaction.
- 4.2.12 Warranty for the System software/off-the -shelf Software will be provided to SBI Payments as per the general conditions of seal of such software.
- 4.2.13 Comprehensive warranty : Vendor / service provider shall ensure that the warranty herein would be comprehensive in nature and back to back support from the OEM. Vendor / service provider will

warrant the Sound Box devices (QR) and software will be free of and against defects including those arising out of faulty design, coding and media workmanship etc. and ensure such warranty remains valid and existing for a period of two years from the from the date of activation and first successful transaction date of Go-Live . Any defect found in the Sound Box devices (QR) i.e. hardware/software/license etc. during the intervening period between date of acknowledgement of acceptance of delivered goods and date of commencement of warranty, it will be resolved immediately by Vendor / service provider without any cost to SBI Payments. Vendor / service provider will provide support from Operating Systems and other preinstalled software components during the warranty period of the Sound Box devices (QR) on which these software and operating system will be installed. Vendor / service provider shall repair or resolve or replace damage/Manufacturing defects/defective solution/ bugs including all software / licenses at its own cost including cost of transport, man-days.

## **5 RESPONSIBILITIES OF THE SBI PAYMENTS**

- 5.1 SBI Payments shall designate a competent employee or employees, preferably within senior management, to be responsible for the completion of the Services contemplated under this Agreement and the supervision of the implementation of the Project Plan (“Nodal Officer”).
- 5.2 The Nodal Officer shall assist Vendor in coordinating meetings/workshops with the relevant Heads of Departments and escalate issues/delays to the appropriate senior management and such Project Representative shall be Vendor’s primary point of contact for the purposes of this Agreement. All communications to Vendor shall be made solely by the Nodal Officer, on behalf of the SBI Payments.
- 5.3 SBI Payments shall actively participate in providing required inputs and assessments required by the Vendor / Service Provider in providing the Services in terms of this Agreement and the implementation of the Project Plan and validate and provide its acceptance for all Reports on a timely basis, if such Reports are in a form and manner that is acceptable to the SBI Payments.
- 5.4 Vendor’s / Service Provider’s products and software contain proprietary electronics, software and technical information of Vendor / service provider or its licensor and that ownership of all patents, copyrights, mask work rights, trademarks, trade names and other intellectual property rights relating to or residing in the products and software shall remain with Vendor / service provider or its licensor till transfer of rights under BOT.
- 5.5 If SBI Payments shares the software with their Vendor / service provider for the purpose of testing the software with Vendor / service

provider Products, software and services, such sharing shall be under obligations of confidentiality and in accordance with this standard license.

## **6 RESPONSIBILITIES OF VENDOR**

- 6.1 The responsibility of Vendor / service provider is as per the scope of work as provided in Clause 3, the Specifications provided in Annexure III and other

## **7. CONFIDENTIALITY**

- 7.1 For the purpose of this Agreement, Confidential Information shall mean

(i) information of all kinds, whether oral, written or otherwise recorded or in electronic form including, without limitation, any analyses, compilations, forecasts, data, studies or other documents including proposals, financial and accounting data, business and marketing plans, customer and supplier lists and related information, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto, (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service and (v) Deliverables/Work Product .

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

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

7.2.2 Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the



Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.

- 7.2.3 Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and those of its subsidiaries who are involved in the negotiation or evaluation of the Project, and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.
- 7.2.4 The confidentiality obligation shall not apply to such portions of the Confidential Information (other than the Customer details/ data of SBI Payments) which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement, (ii) were in its possession on a non-confidential basis prior to the date hereof or (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information.
- 7.2.5 In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.



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

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

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

7.4 Vendor / Service Provider shall not, without SBI Payments prior written

consent, make use of any document or information received from SBI Payments except for purposes of performing the services and obligations under this Agreement

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

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

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

## **8 RELATIONSHIP BETWEEN THE PARTIES**

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

8.2 Neither Vendor nor its employees, agents, representatives, Sub- Contractors shall hold out or represent as agents of the SBI Payments.

8.3 None of the employees, representatives or agents of Vendor shall be entitled to claim permanent absorption or any other claim or benefit against the SBI Payments.

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

8.5 All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred unless such accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.

8.6 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the SBI Payments (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

## **9 SUB-CONTRACTING**

9.1 Vendor shall perform its obligations under this Tender as an independent contractor and may engage subcontractors to perform any of the Deliverables or Services with prior permission from SBI Payments before contracting any work to subcontractors. SBI Payments at its own discretion may permit or deny the same.

9.2 In case subcontracting is permitted by the SBI Payments, the contracting vendor will be responsible for all the services provided to the SBI Payments regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor complies with all security requirements of the contract and the SBI Payments can obtain independent audit report for the same. In such a case,

the Bidder shall provide subcontracting details to the SBI Payments and if required, SBI Payments may evaluate the same.

- 9.3 Before engaging Sub-Contractor, Vendor / service provider shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of SBI Payments and SBI Payments should have access to such records.
- 9.4 In the event of sub-contracting Vendor / service provider shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and Vendor / service provider shall ensure that the secrecy and faith of SBI Payments data / processes is maintained
- 9.5 Notwithstanding approval of SBI Payments for sub-contracting, Vendor / service provider shall remain liable to SBI Payments for all acts/omissions of sub-contractors.
- 9.6 In respect of that part of the services where chain outsourcing and sub-contractors are permitted by SBI Payments, the sub-contractor should have same level of obligations as that of Vendor / service provider and Vendor / service provider agrees to obtain suitable documents in this regard from the sub-contractor.

## **10 PERFORMANCE GUARANTEE & PENALTY**

- 10.1 Vendor shall furnish performance security in the form of Bank Guarantee for an amount of Rs.\_\_\_\_\_ valid for a period of \_\_\_\_\_ year(s) \_\_\_\_\_ month(s) from a Public Sector Bank in a format provided/ approved by the SBI Payments. The Bank Guarantee is required to protect the interest of the SBI Payments against the risk of non- performance of Vendor in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this Agreement; or breach of any terms and conditions of the Agreement, which may warrant the invoking of Bank Guarantee.

10.2 Performance of the obligations under the Agreement shall be made by Vendor in accordance with the time schedule specified in this Agreement.

10.3 Subject to clause 16 “Termination” of this Agreement, any unexcused delay by Vendor in the performance of its Contract obligations shall render this Agreement to be terminated.

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

10.5 Vendor shall be liable to pay penalty at the rate mentioned in Annexure in respect of any delay beyond the permitted period in providing the Services.

10.6 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons solely and directly attributable to the SBI Payments. On reaching the maximum of penalties specified, the SBI Payments reserves the right to terminate the contract.

## **11 FORCE MAJEURE**

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

11.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions,

freight embargoes, declared general strikes in relevant industries, vis major acts of Government that affect a party's ability to conduct regular business but do not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

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

11.4 If the event of Force Majeure continues for a period more than 30 days, SBI Payments shall be entitled to terminate this Agreement at any time thereafter. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure. However Vendor / service provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

## **12 COMPLIANCE WITH LAWS.**

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

12.2 Vendor shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement, require for performing the Services under this Agreement.

12.3 Vendor shall be solely liable & responsible for compliance of applicable

Labour Laws in respect of its employee, agents, representatives and sub-Contractors (if allowed) and in particular laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the laws relating to Contract Labour, Minimum Wages, etc., and the SBI Payments shall have no liability in these regards.

12.4 Vendor shall cooperate fully with any legitimately provided/ constituted body conducting inquiry into processing and execution of this Agreement/ any other matter related with discharge of contractual obligations by Vendor.

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

### **13 RIGHT TO AUDIT**

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

formation, records/data to them. All costs for such audit shall be borne by SBI Payments.

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

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

#### **14 FEES, TAXES DUTIES AND PAYMENTS**

14.1 Vendor shall be paid fees and charges in the manner detailed in hereunder, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the SBI Payments. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the SBI Payments as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by Vendor in respect



of this Agreement.

14.1.1 SBI Payments agrees to pay the fees as set out in Annexure B (“Fees”) to Vendor for the Work/Services being rendered by it, in the manner set out in this Agreement.

14.1.2 The Parties agree that the Fees payable in respect of a stage shall be paid as per the detailed billing schedule set out in Annexure B.

14.1.3 The Parties agree that all Fees will be billed by and payable in Indian rupees at Mumbai. SBI Payments will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof.

14.1.4 SBI Payments may withhold payment of any Services that it disputes in good faith, and may set-off penalty amount or any other amount which Vendor owes to the SBI Payments against amount payable to Vendor under this Agreement. However, before levying penalty or recovery of any damages, the SBI Payments shall provide a written notice to Vendor indicating the reasons for such penalty or recovery of damages. Vendor shall have the liberty to present its case in writing together with documentary evidences, if any, within 30 (Thirty) days. Penalty or damages, if any, recoverable from Vendor shall be recovered by the SBI Payments through a credit note or revised invoices. In case Vendor fails to issue credit note/ revised invoice, the SBI Payments shall have right to withhold the payment or set-off penal amount from current. However, SBI Payments may in its discretion invoke the Performance Bank Guarantee for recovery of Penalty or damages from the Vendor.

14.2 All duties and taxes (excluding \_\_\_\_\_ or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Vendor and SBI Payments shall not be liable for the

same. \_\_\_\_\_ GST as imposed by the Government in lieu of same shall be borne by the SBI Payments on actual upon production of original receipt wherever required.

14.3 All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Vendor.

## **15 GENERAL INDEMNITY**

15.1 Vendor agrees and hereby keeps the SBI Payments indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the SBI Payments may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Vendor. Vendor agrees to make good the loss suffered by the SBI Payments.

15.2 Vendor shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of its Services. Subject to the provisions of Clause 18, it shall indemnify the SBI Payments against any inaccuracy in its work which might surface during implementation of the project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of Vendor or arises out of its failure to conform to good industry practice. Vendor shall also be responsible for promptly correcting, at its own cost and risk, the documents including such inaccuracy.

## **16 TERMINATION**

16.1 SBI Payments may, without prejudice to any other remedy for breach of Agreement, upon written notice of not less than 30 (thirty) days sent to Vendor / service provider, terminate the Agreement in whole or in part:

16.1.1 if Vendor / service provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by SBI Payments;

16.1.2 if Vendor / service provider fails to perform any other obligation(s) under the RFP or this Agreement;

16.1.3 if Vendor / service provider violates any terms and conditions stipulated in the RFP or this Agreement;

16.1.4 on the happening of any termination event mentioned herein above in this Agreement;

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

16.3 SBI Payments shall have a right to terminate the Agreement immediately by giving a notice in writing to Vendor / service provider in the following eventualities:

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

16.3.2 If Vendor / service provider applies to the Court or passes a resolution for voluntary winding up of Vendor / service provider or any other creditor / person files a petition for winding up or dissolution Vendor / service provider.

16.3.3 If Vendor / service provider, in the reasonable opinion of SBI Payments is unable to pay its debts or discharge its liabilities in normal course of business.

16.3.4 If Vendor / service provider is unable to render the services up to the mark as envisaged under this Agreement upon a reasonable assessment of the circumstances by SBI Payments which affect rendering of the services by Vendor / service provider as envisaged under this Agreement.

16.3.5 If any acts of commission or omission on the part of Vendor / service provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of SBI Payments tantamount to fraud or prejudicial to the interest of SBI Payments or its customers.

16.3.6 If Vendor / service provider is owned/ controlled wholly/ partly by any other third party that has business identical or similar to that of SBI Payments operating in India.

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

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

16.5 In the event of the termination of the Agreement, Vendor / service provider shall be liable and responsible to return to SBI Payments all records,

documents, data and information including Confidential Information pertains to or relating to SBI Payments in its possession.

16.6 In the event of termination of the Agreement for material breach by Vendor / service provider, SBI Payments shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.

16.7 In the event of termination of the Agreement or on the expiry of the term/ renewed term of this Agreement, Vendor / service provider shall render all reasonable assistance and help to SBI Payments and any new contractor engaged by SBI Payments for the smooth switch over and continuity of the Services or if so required by SBI Payments take all necessary steps to bring the Services to a close in a prompt and orderly manner.

16.8 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:

16.8.1 such rights and obligations as may have accrued on the date of termination or expiration.

16.8.2 the obligation of confidentiality and indemnity; and

16.8.3 any right which a Party may have under the Application Law.

## **17 LIMITATION ON LIABILITY**

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

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

17.3 The limitations on liability of Vendor / service provider set forth herein shall not apply in circumstances including but not limited to:

17.3.1 claims that are the subject of indemnification pursuant to IPR infringement;

17.3.2 damage(s) occasioned by the gross negligence, fraud or willful misconduct of Vendor / service provider;

17.3.3 damage(s) occasioned by Vendor / service provider for breach of Confidentiality Obligations;

17.3.4 when a dispute is settled by the Court of Law in India;

17.3.5 regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the SBI PAYMENTS/Bank, provided such guidelines were brought to the notice of Vendor / service provider and non-compliance is due to the vendor.

## **18 CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS.**

18.1 Vendor / service provider shall arrange and ensure proper contingency plans to meet any unexpected obstruction to Vendor / service provider or any employees or sub-contractors of Vendor / service provider in rendering the Services or any part of the same under this Agreement to SBI Payments.

18.2 Vendor / service provider agrees for the following continuity arrangements to ensure the business continuity of SBI Payments.

18.2.1 In the event of this Agreement comes to end on account of termination or by the expiry of the term/ renewed term of the Agreement or otherwise, Vendor / service provider shall render all reasonable assistance and help to SBI Payments and to any new contractor engaged by SBI Payments, for the smooth switch over and conti-

nuity of the Services.

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

## **19 ARBITRATION**

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

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

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

19.4 Pending the submission to arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement.

## **20 GOVERNING LAW AND DISPUTE RESOLUTION**

(Governing Law and Jurisdiction)

20.1 This Agreement shall be governed by and be construed in accordance with the laws of Republic of India.

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

## **21 ENTIRE AGREEMENT**

21.1 This Agreement along with RFP constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No



representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. It is clarified that if any portion of the RFP has been missed out in this Agreement, it shall be deemed to have been included in this Agreement. However, notwithstanding anything to the contrary stated herein, in case of conflict between the contents of the RFP and this Agreement, this Agreement shall prevail.

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

21.2.1 Annexure I

21.2.2 Annexure II

21.2.3 Annexure III

21.2.4 Annexure IV

21.2.5 Annexure V

21.2.6 Annexure VI

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

21.3.1 This Agreement

21.3.2 RFP

## **22 CONFLICT OF INTEREST**

22.1 Vendor shall not receive any remuneration in connection with the as-

signment except as provided in the Contract.

22.2 Vendor shall provide professional, objective and impartial advice and at all times hold the SBI Payments' interests paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from the SBI Payments. Vendor shall avoid any conflict of interest while discharging contractual obligations and bring, before-hand, any possible instance of conflict of interest to the knowledge of the SBI Payments, while rendering Services under the Agreement.

## **23 SEVERABILITY**

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

## **24 PATENT RIGHTS / INTELLECTUAL PROPERTY RIGHTS**

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

24.2 The Vendor shall, at its own expenses without any limitation, defend and indemnify the SBI Payments/Bank against all third party claims

or infringements of intellectual Property Rights including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design, the supplier shall after due inspection and testing get the solution redesigned for the SBI Payments/Bank, at no extra cost.

- 24.3 The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the SBI Payments/Bank is required to pay compensation to a third party resulting from such infringement(s), the Vendor shall be fully responsible therefore, including all expenses and court and legal fees.
- 24.4 SBI Payments will give notice to the Vendor of any such claim without delay, provide reasonable assistance to the vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
- 24.5 Vendor agrees that all data or information supplied by SBI Payments to Vendor and/or the consultancy team in connection with the provision of Services by it shall remain the property of the SBI Payments or its licensors.
- 24.6 Any licensed material used by Vendor for performing Services or developing Work Product SBI Payments, Vendor should have right to use as well as right to license for the outsourced services. SBI Payments shall not be liable for any license or IPR violation on the part of Vendor.
- 24.7 Subject to below mentioned sub-clause (45.4) and (45.5) of this RFP, Vendor shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified SBI Payments against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all

claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of Work Product or any part thereof in India or abroad under this RFP.

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

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

24.10 All Work Product prepared by the Vendor in performing the Services shall become and remain the sole and exclusive property of the SBI Payments and all Intellectual Property Rights in such Work Product shall vest with the SBI Payments. Any Work Product, of which the ownership or the Intellectual Property Rights do not vest with the SBI

Payments under law, shall automatically stand assigned to the SBI Payments as and when such Work Product is created and Vendor agrees to execute all papers and to perform such other acts as the SBI Payments may deem necessary to secure its rights herein assigned by Vendor. The Work Product shall not be used for any purpose other than intended under the scope of work, without prior written consent of the SBI Payments.

24.11 In the event that Vendor integrates any work that was previously created by Vendor into any Work Product, Vendor shall grant to, and the SBI Payments is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to utilize the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other Intellectual Property Rights, in connection with the Work Product.

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

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

24.14 All information processed by Vendor during software maintenance belongs to the SBI Payments . Vendor shall not acquire any other right in respect of the information for the license to the rights owned

by the SBI Payments . Vendor will implement mutually agreed controls to protect the information. Vendor also agrees that it will protect the information appropriately.

#### 24.15 Data Protection:

The Bidder shall process SBI Payments' personal data solely on behalf of SBI Payments and strictly for the purposes of providing the Services, and only to the extent permissible under the Scope of work and the applicable law. The Bidder shall comply with the Information Technology Act, 2000, the Digital Personal Data Protection Act, 2023, and all other applicable privacy and data protection laws and regulations.

The Bidder shall exercise due care in the collection, processing, storage, and handling of sensitive personal data or information, ensuring compliance with all obligations under the DPDP Act and related rules. All personal data related to SBI Payments shall be stored exclusively within SBI Payments' premises and within the territorial boundaries of India.

Any web portal or digital interface used by Bidder to access, process, or procure SBI Payments' data must be secured with industry-standard security measures to prevent unauthorized access, hacking, malware, data breaches, unauthorized copying, tampering, or any other form of data compromise. The Bidder shall implement and maintain all necessary technical and organizational security measures as required under applicable laws, regulations, and best practices to ensure the confidentiality, integrity, and security of SBI Payments' data.

## 25 LIQUIDATED DAMAGES

If Vendor fails to perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the SBI Payments may, without prejudice to its other remedies under the Agreement,

and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages, a sum equivalent to 0.5 % of the total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, SBI Payments may consider termination of Agreement.

## 26 NOTICES

- a. Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).
- b. A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.
- c. Address for communication to the Parties are as under:
  - i. Communications to the SBI Payments:

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- ii. Communications to Vendor:

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- d. In case there is any change in the address of one party, it shall be promptly communicated in writing to the other party.

## **21. MISCELLANEOUS**

- a. Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.
- b. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power of privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- c. Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- d. If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- e. Vendor shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the SBI Payments. The SBI Payments may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- f. Vendor agrees that it shall not use the logo, trademark, copy rights or other proprietary rights of the SBI Payments in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the SBI Payments.
- g. During the term of this Agreement and for a one year thereafter,



neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or sub-contractor/s of the other party, or aid any third person to do so. However, nothing in this clause shall affect the SBI Payments's regular recruitments as per its recruitment policy and not targeted to the employees of Vendor.

- h. Vendor agrees that the SBI Payments shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve SBI Payments of India and Indian SBI Payments Association.

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

**SBI PAYMENTS SERVICES  
PRIVATE LIMITED**

By:  
Name:  
Designation:  
Date:  
Witness:

- 1.
- 2.

**FOR \_\_\_\_\_  
(VENDOR NAME)**

By:  
Name:  
Designation:  
Date:  
Witness:

- 1.
- 2.

## **ANNEXURE I**

(Detailed Scope of Work Shall be printed)

## **ANNEXURE II**

### **SLA and Penalties**

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be expected from the selected Vendor during the implementation and its subsequent support on the Terminal Management System for the project period. The severity would be as follows. It will SBI Payments's discretion to assign the appropriate severity parameter to the incident

**High:** The identified issue has a material business impact (Show Stopper) and needs to be resolved immediately. This level would typically correspond to issues that result into disruption of Platform services to SBI Payments. It is expected that the Bidder provides an immediate platform/ work around for "Show Stopper" issues so that SBI Payments can continue to function normally and then register the issue on priority by conducting a "Root Cause Analysis"..

**Medium:** The identified issue has a significant business impact and needs to be taken up on top priority. This level would typically correspond to issues that result into disruption of one or more critical services to all the SBI Payments, Regulated entity offices and external institutions having an access.

**Low:** The incidents would be termed as low, which does not have any significant impact on the business or functionality.

The "Infrastructure Availability" metric for the proposed solution with an Infrastructure Availability Target **SLA of 99.99%** will be calculated as per below formula:

$$\frac{\text{Total Solution Uptime} - \text{Total Qualifying Outage Time}}{\text{Total Solution Uptime}} \times 100$$

For the purpose of Infrastructure Availability, Critical or High only severity

Incidents will be considered. It will SBI Payments's discretion to assign the appropriate severity parameter to the incident. For any non-performance of SLA, penalties will be levied as per calculation below. The SLA performance measurement shall be tracked and reported every month, referred to as Reporting Period. However, the penalty calculation for not being able to fulfil SLA will be aligned with quarterly invoicing period, referred to as Measurement Period.

Uptime (U) in %	Penalty
$U \geq 99.98$	No Penalty
$99.50 \leq U < 99.98$	1 % of total Quarterly value for the measurement period up to 10% of Annual Amount payable
$99.00 \leq U < 99.50$	2 % of total Quarterly value for the measurement period up to 10% of Annual Amount payable
$98.50 \leq U < 99.00$	3% of total Quarterly value for the measurement period up to 10% of Annual Amount payable
And so on.	For every 0.5 % drop in the Uptime, Penalty @ 1% of total Quarterly value for the measurement period up to 10% of Annual Amount payable

#### Incident Restoration SLA

Severity of Incident	Restoration time (T)	Penalty
High	$\leq 1$ hours from time of incident logged.	No Penalty
	$> 1$ Hours and $\leq 3$ Hours	2% of the Quarterly Amount payable for every unresolved call up to 10% of Quarterly Amount payable
	$> 3$ Hours	3% of the Quarterly Amount payable for every unresolved call up to 10% of Quarterly Amount payable
Medium	$\leq 4$ hours from time of incident logged.	No Penalty
	$> 4$ Hours and $\leq 8$ Hours	2% of the Quarterly Amount payable for every unresolved call, up to 10% of Quarterly Amount payable
	$> 8$ Hours	3% of the Quarterly Amount payable for every unresolved call, up to 10% of Quarterly Amount payable

Severity of Incident	Restoration time (T)	Penalty
Low	≤ 10 day from the time of incident logged at the help desk	No penalty
	>10 day and ≤ 30 days	1% of the Quarterly Amount payable for every unresolved call, up to 10% of Quarterly Amount payable.
	>30 days	2% of the Quarterly Amount payable for every unresolved call, up to 10% of Quarterly Amount payable

**Note:**

- The response time for all Types of Help Desk services incidents shall be within 15 min.
- The SLA performance measurement shall be tracked and reported monthly, referred to as the Reporting Period. However, the penalty calculation for not being able to fulfil SLA will be aligned with quarterly invoicing period, referred to as Measurement Period.
- The maximum penalty during a measurement or invoicing period will be capped to 10% of total invoicing value during that measurement or invoicing period.
- First Information Report of any incidents should be communicated to the SBI Payments within 4 hours from the time of occurrence of the incident/issue.
- Root Cause Analysis (RCA) of any incidents should be communicated to the SBI Payments within 24 hours from the time of occurrence of the incident/issue.
- The response time for all Types of Help Desk services incidents shall depend on the level on severity. There should be an initial response on a critical incident within 15 mins of incident booking, 30 mins of high severity ticket.
- Successful Bidder needs to send support engineer to the SBI Payments office in case incident resolution needs onsite support.

Dated this ..... day of ..... 20

### ANNEXURE III

(Technical Specifications of the Sound Box with TMS to be printed)

### ANNEXURE IV

**Price Schedule (for respective quoted line items)**

Sl. No.	Type of Device	Make	Model	Qty	Unit of Measure	Unit Price (in Rs.)
1	Sound box Static QR with TMS					
2	Sound box Static QR with NFC with TMS					
3	All in one Sound Bx (TAP, DIP & Dynamic QR) with TMS					

### ANNEXURE V

#### Project Milestone and Payment Terms

**Payment will be made as per the following schedule: -**

Sl. No.	Deliverables	Expected Timelines	Payment Terms
1	Complete delivery of soundbox devices	Within 4-6 weeks from the date of Purchase Order (PO)	100% of Purchase Order Value

**Note:**

- The proposed solution should be sufficiently scalable and capable of handling the increased volumes.
- Payments shall be released in accordance with completion of respective milestone, within net 30 days from acceptance of Tax Invoice by SBI Payments.

**Annexure-N**

**NON-DISCLOSURE AGREEMENT**

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

\_\_\_\_\_ constituted under the \_\_\_\_\_  
Act, \_\_\_\_\_ having its Corporate Centre at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as "SBI  
PAYMENTS " which expression includes its successors and assigns) of the  
ONE PART;

And

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

And Whereas

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

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

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

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

- (a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement
- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.
- (c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

**2. Restrictions**

- (a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already

public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Vendor shall appoint any Sub-Contractor then the Vendor may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the SBI PAYMENTS an undertaking in similar terms to the provisions of this clause.

- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
- (1) the statutory auditors of the SBI PAYMENTS and
  - (2) regulatory authorities regulating the affairs of the SBI PAYMENTS and inspectors and supervisory bodies thereof
  - (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
  - (d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
  - (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

### **3. Rights and Remedies**

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.



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

- a. Suspension of access privileges
- b. Change of personnel assigned to the job
- c. Financial liability for actual, consequential or incidental damages
- d. Termination of contract

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

#### 4. **Miscellaneous**

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

(b) Any document provided under this Agreement is provided with RESTRICTED RIGHTS.

(c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

(d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

**5. Suggestions and Feedback**

- (a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(month) (place)

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

Name		
Designation		
Place		
Signature		

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

Name		
Designation		
Place		
Signature		

**Annexure-O**

**PRE-BID QUERY FORMAT**

(To be provided strictly in Excel format)

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions

Dated this ..... day of ..... 20

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

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_  
Seal of the company.

**Annexure-P**

**PRE CONTRACT INTEGRITY PACT**

***(TO BE STAMPED AS AN AGREEMENT on Minimum Rs 600 stamp paper  
or higher if applicable in the state of execution.***

**General**

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_\_\_, between, on the one hand, the SBI Payment Services Private Ltd, a subsidiary company of State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Registered Office at 23rd Floor Urmi Estate, 95 Ganpatrao Marg, Lower Parel, Mumbai – 400013

-----,-----,  
(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 \_\_\_\_\_, VP – Vendor Management (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

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

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER SBI PAYMENTS is a subsidiary of State Bank of India performing Merchant Acquiring functions for State Bank of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and

subsequent to the currency of the contract to be entered into with a view to :

- Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any 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.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary

disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

## **2. Commitments of BIDDERS**

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.
- 2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 2.5 The BIDDER confirms and declares that they have not made any

payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.

- 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original Vendors or Vendors in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass. on 'to' others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable



facts.

- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **3. Previous Transgression**

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

- 4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through the mode of Bank Guarantee as mentioned in the RFP / Bid document in favour of SBI Payment Services Pvt Ltd from a nationalized Bank including SBI or its Subsidiary Banks. However payment of any such amount by way of Bank Guarantee, if so permitted

as per Bid documents / RFP should be from any nationalized Bank other than SBI or its Subsidiary Banks and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.

- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **5. Sanctions for Violations**

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- i. To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
  - ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the

BUYER shall not be required to assign any reason therefore.

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

- iii. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
- iv. To encash the advance Bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- v. 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.
- vi. 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.
- vii. 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.
- viii. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- x. Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the

Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

## **6 Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems with same or higher configuration at a price lower than that offered in the present Bid to any other PSU Bank /Pvt Bank/Fintech companies, if the quantity is equivalent or lesser than this RFP. If it is found at any stage that similar product/systems or sub systems (same or higher configuration and Equivalent or lesser quantity) was supplied by the BIDDER to any other PSU Bank /Pvt Bank/Fintech companies at a lower price, then the same rate shall be applicable for future supply to be made to SBI Payments.

## **7. Facilitation of Investigation**

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

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

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

## **9. Other Legal Actions**

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

## **10. Validity**

- 10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 1 year or the complete execution of the contract to the

satisfaction of both the BUYER and the BIDDER/Seller. In case BIDDER is unsuccessful, this Integrity Pact shall expire after Twelve months from the date of the signing of the contract, with the successful Bidder by the BUYER.

10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

For BUYER

For BIDDER

Name of the Officer.

Designation

SBI Payment Services Pvt. Ltd.

Witness

Witness

1. 1.

2. 2.

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

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

**Annexure Q**

**ESCALATION MATRIX**

Bidder is required to share the Escalation Matrix on company's letter head.

Level	Name	Designation	Mobile # and Email Id
L1			
L2			
L3			
L4			
CEO / Head of Organisation			

Dated this ..... day of ..... 20

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

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_  
Seal of the company.

**Annexure R**

**DECLARATION / UNDERTAKING (SHARING A LAND BORDER WITH INDIA)**

**Declaration / Undertaking from bidder and OEM / Manufacturer regarding applicability of restrictions on procurement from a bidder and OEM / Manufacturer of a country which shares a land border with India as per the order no. 6/18/2019- PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure (This letter should be on the letterhead of the Bidder and OEM / Manufacturer duly signed by an authorized signatory)**

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

Date: \_\_\_\_\_

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

Sir,

We, M/s ----- are a private/public limited company/LLP/Firm incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same

meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

(Please strike off whichever is not applicable)

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that \_\_\_\_\_ is not from such a country."

2. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that \_\_\_\_\_ is from such a country. I hereby certify that \_\_\_\_\_ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]"

In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of SBI Payments.

Further

1. We undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]"

2. We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

3. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, SBI Payments shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. SBI Payments shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the SBI Payments on account of the above.

4. This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this ..... day of ..... 20



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

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

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_  
**Seal of the company.**

**Annexure S**

**GOI GUIDELINES WITH MODEL WISE CLASSIFICATION**

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP(BE-II) dated 16-9-2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

It is clarified that for all intents and purposes , the latest revised order i.e. the order dated 16-9-2020 shall be applicable being revised Order of the original order i.e. Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 dated 15-6-2017.

The salient features of the aforesaid Order are as under:

1. Class-I Local supplier - a supplier or vendor / service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
2. Class-II Local supplier - a supplier or vendor / service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%.
3. Non-Local supplier - a supplier or vendor / service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
4. The margin of purchase preference shall be 20 %., Margin of purchase preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.
5. "Minimum Local content" for the purpose of this RFP, the 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum 'local content' requirement to categorize a supplier as 'Class-I local supplier' / 'Class-II local supplier', same shall be applicable.

**Verification of Local contents:**

The local supplier at the time of submission of bid shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered

accountant (in respect of suppliers other than companies) giving the percentage of local content as per Annexure 1G. Local content certificate shall be issued based upon the procedure for calculating the local content /domestic value addition on the basis of notification bearing no. F. No.33(1) /2017-IPHW dated 14-9-2017 issued by Ministry of Electronics and Information Technology read with Public Procurement (Preference to Make in India) Order 2017 Revised vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 16-09-2020.

False declaration will be in breach of the Code of Integrity under Rule 175(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 of the General Financial Rules along with such other actions may be permissible under law.

A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarments. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities in the manner prescribed under order No P-45021/2/2017-PP(BE II) dated 16-09-2020, para 9(h).

Model wise classification of Product Compliance Sheet:

Description of Product	Make & Model	MII %	Classification (Class-I Local supplier / Class-II Local supplier / Non-Local supplier)
Sound Box, Static QR			
Sound Box, Static QR with NFC			
All in one Sound Box			

Note:

- Bidder has to submit the Make in India Class-I / Class-II local supplier certificate as per attached format.
- Bidder has to submit proposal for all line items for which they are participating as part of this empanelment and for the product line for which they are empaneled during each Rate Contract requirement raised by the SBI Payments.
- Any change in classification of Class-I and Class-II, Bidder may submit any change in class level for consideration in subsequent requirements.

#### Purchase Preference:

- Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under,

2. In the procurements of goods or works, which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
  - Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
  - If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
3. In the procurements of goods or works, which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
  - Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
  - If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
  - In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
4. "Class-2 local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

All others terms and condition are as per order no. No. P-45021/2/2017-PP (BE-II) dated: 16th September 2020

**Annexure T**

**CERTIFICATE OF LOCAL CONTENT**

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

To:

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

**Sub: Request for proposal for Empanelment of vendors for Supply of  
Sound Box devices (QR).**

This is to certify that proposed .....(product  
make\_\_\_\_ and model\_\_\_\_\_) is having the local content of  
.....% as defined in the above-mentioned RFP. This  
certificate is submitted in reference to the Public Procurement (Preference to  
Make in India), Order 2017.