



REQUEST FOR PROPOSAL FOR PROCURMENT, SUPPLY, INSTALLATION,
COMMISSIONING AND MAINTENANCE OF SERVERS SWITCH, BACKUP DEVICES,
SOFTWARE LICENSES ETC.

Ref: SBI PAYMENTS/VM/2024-25/01 Dated: 04.04.2024

**SBI PAYMENT SERVICES PRIVATE LTD
23rd Floor, Urmi Estate,
C.S. No. 156 of Lower Parel Division,
Ganpatrao Kadam Marg, Lower Parel (W),
Mumbai 400013**

RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.



Part-1

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1. INVITATION TO BID:

- i. **“SBI Payment Services Private Limited** incorporated under the Companies Act, 2013 and having its registered office at State Bank Bhavan, 12th floor, Nariman Point, Madam Cama Road, Mumbai 400002 and Corporate Office at Urmi Estate, 23rd Floor, 95, Ganpatrao Kadam Marg, Opp. Peninsula Business Park, Lower Parel, Mumbai - 400013. This Request for Proposal (RFP) has been issued by **SBI Payments** for procurement of **supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.**
- ii. In order to meet the requirement, SBI Payments proposes to invite tenders from eligible vendors to undertake supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc. as per details/**scope of work** mentioned in **Annexure-E** of this RFP document.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria given in Annexure-B** of this RFP and willing to provide the goods and services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).
- iv. The address for submission of Bids, contact details including email address for sending communications are in Part II of this RFP document.
- v. The purpose of SBI Payments behind this RFP is to seek a detailed technical and commercial proposal for procurement of the IT hardware/product and services desired in this document.
- vi. This document shall not be transferred, reproduced, or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for supply of proposed product and services for SBI Payments are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at SBI Payments' discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI Payments the proposed hardware and services adhering to SBI Payments' requirements outlined in this RFP.

2. Disclaimer:

- i. The information contained in this RFP 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.
- ii. This RFP is not an offer by SBI Payments, but an invitation to receive responses from the eligible Bidders.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. SBI Payments may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. SBI Payments, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. SBI Payments also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that SBI Payments is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and SBI Payments reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

3. Definitions:

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

- i. **“SBI Payments”** means **SBI Payment Services Private Limited** incorporated under the Companies Act, 2013 and having its registered office at State Bank Bhavan, 12th floor, Nariman Point, Madam Cama Road, Mumbai 400002 and Corporate Office at Urmi Estate, 23rd Floor, 95, Ganpatrao Kadam Marg, Opp. Peninsula Business Park, Lower Parel, Mumbai – 400013
- ii. **“Bidder/Channel Partner”** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **“Bid”** means the written reply or submission of response to this RFP.
- iv. **“The Contract”** means the agreement entered into between SBI Payments and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Total Contract Price/Project Cost/TCO”** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- vi. **“Vendor/Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 (Based on the lowest price quoted in Commercial proposal) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by SBI Payments.
- vii. **“The Equipment/Product”** means all the hardware, it's all components, associated software/firmware/operating software which the Vendor is required to supply to SBI Payments under the Contract.
- viii. **“Services”** means all services ancillary to the supply of the Product, such as transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, maintenance and other such obligations of Service Provider covered under the Contract.
- ix. **“Annual Maintenance Contract (AMC)”** - It would be the annual cost of maintenance/upkeep/updation of Product.

4. Scope of Work:

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

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

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

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

6. Cost of Bid document:

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

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

- i. Bidder requiring any clarification of the bidding document may notify the SBI Payments in writing **strictly as per the format given in Annexure-O** at the address/by e-mail given in part II of this document within the date/time mentioned in the schedule of events.
- ii. A pre-Bid meeting will be held on the date and time specified in the schedule of events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- iii. The queries received (without identifying source of query) and response of SBI Payments thereof will be posted on the SBI Payments' website or conveyed to the Bidders.
- iv. SBI Payments reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. SBI Payments, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding document, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the SBI Payments' website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the SBI Payments, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the SBI Payments will be binding on the participating Bidders. SBI Payments will not take any responsibility for any such omissions by the Bidder. SBI Payments, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto thereof.
- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded/acted upon.

8.Contents of bidding document:

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

- ii. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. SBI Payments has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and SBI Payments and supporting documents and printed literature shall be submitted in English.
- iv. 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.
- v. 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.
- vi. The information provided by the Bidders in response to this RFP will become the property of SBI Payments and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

9. Earnest Money Deposit (EMD):

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Part II of this document.
- ii. EMD is required to protect the SBI Payments against the risk of Bidder's conduct.
- iii. The EMD should be directly credited to the designated account or it should be in form of Bank Guarantee (as prescribed in Annexure-R) issued in favour of SBI Payment Services Pvt Ltd by any scheduled commercial bank in India.
- iv. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidders shall be returned within 1 month from the date of Bid finalisation.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee for the amount and validity as mentioned

in Part II of this RFP) which should be strictly on the lines of format placed at **Annexure-J**.

vii. No interest is payable on EMD.

viii. The EMD may be forfeited:-

- a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
- b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
- c) if the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time period in the RFP/Purchase Order.

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

10. Bid Preparation and submission:

- i. The Bid is to be submitted in two separate envelopes. One of the envelopes is to be prominently marked as **'Technical Proposal for supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc. response to the RFP No. SBI Payments/VM/2024-25/01 dated 04th April 2024** This envelope should contain following documents and **properly sealed**:
 - (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
 - (b) Bid covering letter/Bid form on the lines of **Annexure-A** on Bidder's letter head.
 - (c) Earnest Money Deposit (EMD) as specified in this document.
 - (d) A letter on Bidder's letterhead: -
 - (i) Mentioning details of EMD submitted, technical competence and experience of the Bidder
 - (ii) Certifying that the period of the validity of the Bid is as per terms of this RFP.
 - (iii) Confirming that the Bidder has quoted for all the items/services mentioned in this RFP in their commercial Bid.
 - (iv) Confirming that they agree with all the terms and conditions mentioned in the RFP.

- (v) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-B and technical eligibility criteria on the lines of Annexure-B1.**
- (e) Bidder's details as per **Annexure-D** on Bidder's letter head.
 - (f) Licensing details of operating software/firmware.
 - (g) Undertaking of Authenticity - **Annexure-G**
 - (h) Format for Manufacturer's Authorization Form – **Annexure- H**
 - (i) Any deviations sought from technical criteria/specifications given in RFP.
 - (j) Audited balance sheets and profit and loss account statement for last three years.
 - (k) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.
 - (l) Detailed explanation of functioning of Hardware/firmware.
 - (m) Signed RFP and Corrigendum(s) if any.
 - (n) All the Annexures duly signed and sealed.
- ii. A second sealed envelope prominently marked as **Price Proposal for supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc. This envelope should contain only price Bid strictly on the lines of Annexure-F.** The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.
- iii. Bidders may please note:
- a. The Bidder should quote for the entire package on a single responsibility basis for hardware / software / services it proposes to supply.
 - b. A soft copy with signature/digital signature on a CD/Pendrive should also be kept in a separate envelope within the envelope of technical Bid. Voluminous documents should be submitted on CDs/Pendrives apart from physical delivery.
 - c. While submitting the Technical Bid, literature on the hardware and its associated operating software should be segregated and kept together in one section / lot in a separate envelope.
 - d. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
 - e. The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp

of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.

- f. Bids are liable to be rejected if only one (i.e. Technical Bid or Price Bid) is received.
- g. Prices quoted by the Bidder shall remain fixed for the period specified in part II of this document and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. **A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.**
- h. If deemed necessary, SBI Payments may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- i. The Bidder may also be asked to give a presentation for the purpose of clarification of the Bid.
- j. The Bidder must provide specific and factual replies to the points raised in the RFP.
- k. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- l. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder's company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- m. Any inter-lineation, erasures or overwriting shall be valid **only** if these are initialled by the person signing the Bids.
- n. The Bid document shall be spirally bound.
- o. SBI Payments reserves the right to reject Bids not conforming to above.
- p. The two NON-WINDOW envelopes shall be put together and sealed in an outer NON-WINDOW envelope.
- q. All the envelopes shall be addressed to SBI Payments and delivered at the address given in Part-II of this RFP and should have name and address of the Bidder on the cover.
- r. If the envelope is not sealed and marked, SBI Payments will assume no responsibility for the Bid's misplacement or its premature opening.

11. Deadline for Submission of Bids:

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

12. Modification and Withdrawal of Bids:

- a. The Bidder may modify or withdraw its Bid after the Bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the SBI Payments, prior to the deadline prescribed for submission of Bids.
- b. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.
- c. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- d. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the bidder.
- e. Withdrawn Bids, if any, will be returned unopened to the Bidders.

13. Period of Validity of Bids:

- a. Bids shall remain valid for 180 days from the date of BID Submission. A Bid valid for a shorter period is liable to be rejected by the SBI Payments as non-responsive.
- b. In exceptional circumstances, SBI Payments may solicit the Bidders’ consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, SBI Payments will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.

- c. SBI Payments reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.
- d. Once Purchase Order or Letter of Intent is issued by SBI Payments, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

14. Bid integrity:

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

15. Bidding process/Opening of Technical Bids:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events available in part II of this document. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP, will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for commercial Bid opening and further RFP evaluation process.
- iii. SBI Payments will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. SBI Payments may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, SBI Payments will determine the responsiveness of

each Bid to the bidding document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding document in to, without any deviation.

- v. SBI Payments' determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the hardware, operating software/firmware proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the SBI Payments and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

16. Technical Evaluation:

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed product/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their product. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the SBI Payments, the capability of the product to support all the required functionalities at their cost in their lab or those at other organizations where similar product is in use.
- ii. SBI Payments reserves the right to evaluate the Bids on technical & functional parameters including factory/workplace visit and witness demos of the system and verify functionalities, response times, etc.
- iii. SBI Payments will evaluate the technical and functional specifications of all the equipment's quoted by the Bidder.
- iv. During evaluation and comparison of Bids, SBI Payments may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.
- v. The Evaluation will also take into account:
 - a. 'The product' to be supplied/services offered by the Bidder to any noticeable Bank/Fintech in India. The Bidder should furnish the details.
 - b. Does the proposed product handle the projected volumes and offer a proven solution to meet the requirements.
 - c. Is the product offered by the Bidder a complete system or does it have integrations with third party solutions.

- d. Upgrade(s) assurance by the Bidder as per requirements of SBI Payments for the duration of the project.
- e. Capability of the proposed product to meet future requirements outlined in the RFP.

17. Evaluation of Price Bids and Finalization:

- i. The envelope containing the Commercial Bids of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. Basis of commercial details quoted by the bidder, L1 will be selected or on the basis of reverse auction outcome (as the case may be).
- iii. SBI Payments reserves the right to conduct the online reverse auction for discovery of price.
- iv. In case of reverse auction, all the Bidders who qualify in the evaluation process will have to participate in the online reverse auction to be conducted by SBI Payments' authorized service provider on behalf of the SBI Payments, if required. Details of which are given in Part II of this RFP document.
- v. Shortlisted Bidders shall have to participate in the reverse auction process (if required) and must have a valid digital signature certificate. Such Bidders will be trained by SBI Payments' authorized service provider for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the SBI Payments / Authorized service provider. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.
- vi. In case of Reverse Auction, the successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Annexure-F** within 48 hours of the conclusion of the Reverse Auction, failing which SBI Payments may take appropriate action.
- vii. Errors, if any, in the price breakup format will be rectified as under:
 - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.

- (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
- (c) If the vendor has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- (d) The Bidder should quote for any or all the items desired in this RFP.

18. Contacting the SBI Payments :

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

19. Award Criteria:

- i. SBI Payments will follow the guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) issued vide Central Vigilance Commission Order No. 018/VGL/022-377353 dated April 20, 2018 and basis of allotment will be done in terms of instructions on Public Procurement (Preference to Make In India), Order, 2017 – Revision; regarding issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P- 45021/2/2017(BE-II) dated May 28, 2018. Salient features are given below –
- ii. Among all qualified bids, the lowest bid (as quoted in price Bid or reverse auction) will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

If L1 is not from a '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.

- iii. 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, then the contract will be awarded to the L1 bidder.

“Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I local supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for 'Class-I local supplier' hereunder.

“Class-II local supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for 'Class-II local supplier' hereunder. Class-II local supplier shall not get any purchase preference under this RFP.

“Non-local supplier” means a supplier or service provider whose product or service offered for procurement has 'local content' less than that prescribed for 'Class-II local supplier' under this RFP.

“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.

“Margin of purchase preference” means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

20. Verification of local content

The 'Class-I local supplier'/'Class-II local supplier' at the time of submission of bid shall be required to provide self-certification as per **Annexure-I** that the product or service offered meets the minimum local content requirement for 'Class-I local

supplier/ 'Class- II local supplier' as the case may be and shall give details of location(s) at which the localvalue addition is made.

- i. Total cost of Products/Services along with cost of all items specified in **Annexure-F** would be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted by the Bidder(s) in price bid.
- ii. SBI Payments will notify the successful Bidder in writing by way of issuance of purchase order through letter or fax/email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to SBI Payments within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- iii. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in Annexure of this RFP together with acceptance of all terms and conditions of RFP.
- iv. 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.
- v. The successful Bidder shall be required to enter into a Contract with SBI Payments and submit Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by SBI Payments.
- vi. Till execution of a formal contract, the RFP, along with SBI Payments' notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between SBI Payments and the successful Bidder.
- vii. 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.
- viii. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.

- ix. Upon notification of award to the successful Bidder, SBI Payments will promptly notify the award of contract to the successful Bidder on SBI Payments' website. The EMD of each unsuccessful Bidder will be discharged and returned.

21. Powers to Vary or Omit Work:

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by SBI Payments. SBI Payments shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify SBI Payments in writing with reasons for holding such opinion and SBI Payments shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If SBI Payments confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.
- ii. In any case in which the successful Bidder has received instructions from SBI Payments as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii. If any change in the work is likely to result in a reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of SBI Payments shall prevail.

22. 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.

23. Change in Orders:

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

- (a) Method of shipment or packing;
- (b) Place of delivery;
- (c) Quantities to be supplied.

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

24. Contract Amendments:

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

25. 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.

26. BANK GUARANTEE:

- i. Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at **Annexure-J** is to be submitted by the finally selected Bidder (s). The BG 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.
- ii. The Bank Guarantee is required to protect the interest of SBI Payments against delay insupply/installation and/or the risk of non-performance of Service Provider in respect of successful implementation of the project; or performance of the material or services sold; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.

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

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

28. Delivery, Installation, Commissioning & Documentation:

- i. The Vendor shall provide such packing of the products as is required to prevent its damage or deterioration during transit thereof to the location given by the SBI Payments. The packing shall be sufficient to withstand, without limitation, rough

handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weight of packing cases shall take into consideration, where appropriate, the remoteness of the Product's final destination and the absence of heavy handling facilities at all transit points.

- ii. Service Provider will have to supply the Product(s) in 'Factory Sealed Boxes' with System OEM seal.
- iii. Delivery, installation and commissioning of the equipment shall be made by the Vendor in accordance with the system approved / ordered and within the time schedule given in the Scope of work given in **Annexure-E** of this document.
- iv. 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.
- v. The installation will be deemed to be completed, when the product including all the hardware, accessories/components, firmware/system software, and other associated software have been supplied, installed and operationalized as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the SBI Payments. The Bidder has to resolve any problem faced during installation and operationalization.
- vi. 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 pre rationalized) after signing the Acceptance Test Plan (ATP) document jointly by the representative of the SBI Payments and the engineer from the vendor on the lines of format/certificate in **Annexure-K** of this RFP. The component level checking for individual item may be included during the acceptance test. The 'Acceptance Test Plan' document shall be deemed to form a part of the Agreement, to be signed between the vendor and the SBI Payments. On the evaluation of the Acceptance Test results, if required, in view of the performance of the products/services (including hardware equipments/ components/ software), as observed during the Acceptance Test, the Bidder shall take remedial measures including upgradation of any of the components there under, including replacement thereof, at no additional cost to the SBI Payments within a fortnight from the date of notification of the same to the vendor. The vendor should ensure that the product meets the requirements of the SBI Payments' as envisaged in the RFP.

- vii. The details of the documents to be furnished by the Vendor are specified hereunder:-
- (a) 2 copies of Vendor's Invoice showing contract number, products description, quantity, unit price and total amount.
 - (b) Delivery Note or acknowledgement of receipt of products from the Consignee or in case of products from abroad, original and two copies of the negotiable clean Airway Bill.
 - (c) 2 copies of packing list identifying contents of each of the packages.
 - (d) Insurance Certificate.
 - (e) Manufacturer's / Vendor's warranty certificate.
- viii. The above documents shall be received by SBI Payments before arrival of products (except where it is handed over to the Consignee with all documents). If these documents are not received, the Vendor will be responsible for any consequent expenses.
- ix. Penalties as specified in **Annexure-L** will be applicable for the any kind of default in delay in delivery, installation/commissioning/support etc. expected in scope of work which will be deducted at the time of making payment(s).
- x. 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.
- xi. For the System & other Software/firmware required with the hardware ordered for, the following will apply: -
- (a) The vendor shall supply standard software/firmware package published by third parties in or out of India in their original publisher-packed status only and should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.
 - (b) The Vendor shall provide complete and legal documentation of all sub systems, licensed operating systems, licensed system software/firmware, licensed utility software and other licensed software. The Vendor shall also provide licensed software for all software/firmware whether developed by them or acquired from others.
 - (c) In case the Vendor is providing software/firmware which is not its proprietary software then the Vendor must submit evidence in the form of agreement he has entered into with the software/firmware vendor which includes support from the software/firmware vendor for the proposed software for the entire period required by the SBI Payments.

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

29. Services:

- i. Service Provider shall ensure that key personnel with relevant skill sets are available at designated locations for installation and commissioning of the Product.
- ii. Service Provider shall ensure that the quality of methodologies for delivering the Products/Services adhere to quality standards/timelines stipulated thereof.
- iii. Service Provider shall be willing to transfer skills to relevant personnel of SBI Payments, by means of training and documentation.
- iv. Service Provider shall provide and implement patches/ upgrades/ updates for Products (software/ firmware/ OS) as and when released by Service Provider/ OEM free of cost. Service Provider should bring to notice of SBI Payments all releases/ version changes.
- v. Service Provider shall obtain a written permission from SBI Payments before applying any of the patches/ upgrades/ updates. Service Provider has to support older versions of the OS/firmware/middleware etc in case SBI Payments chooses not to upgrade to latest version.
- vi. Service Provider shall provide maintenance support for the Product including embedded software/ OS/ middleware etc over the entire period of Contract.
- vii. All product updates, upgrades & patches shall be provided by Service Provider free of cost during warranty and AMC/ ATS/ S&S period.
- viii. Service Provider shall provide legally valid firmware/software. The detailed information on license count and type of license should also be provided to SBI Payments.
- ix. Service Provider shall keep SBI Payments explicitly informed the end of support dates on related Products including embedded software/ OS/ middleware etc should ensure support during warranty and AMC/ATS/S&S.

30. Warranty and Annual Maintenance Contract:

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

such software.

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

31. Compliance with IS Security Policy:

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

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

32. Penalty/SLA conditions:

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

33. Right to Verification:

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

34. INSPECTION AND TESTING

- i. SBI Payments reserves the right to carry out pre-shipment inspection or demand a demonstration of the Product on a representative model at the Service Provider's location.
- ii. The inspection and tests prior to dispatch of Products / at the time of final acceptance would be as follows:
 - a. Service Provider shall intimate SBI Payments before dispatching Products for conducting inspection and testing.
 - b. Inspection / pre-shipment acceptance testing of Products as per quality control formats including functional testing and burn-in tests at full load, quality control tests etc., as per the standards / specifications and may be done at factory site of Service Provider by SBI Payments or its authorized agency before dispatch of Products. In case of failure by Service Provider to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging and other incidental expenses of SBI Payments representatives to be

- borne by Service Provider.
- c. Successful conduct and conclusion of inspection and testing shall be the sole responsibility of Service Provider. However, SBI Payments may at its sole discretion, waive inspection of Products.
 - d. In the event of Product failing to pass the inspection and tests, as per the specifications given, Service Provider shall rectify and deliver the product after re-inspection within the timeline mentioned in the RFP.
 - e. The inspection and tests may also be conducted at the point of delivery and / or at the Products' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished, at no charge to SBI Payments.
 - f. Nothing stated herein above shall in any way release the Service Provider from any warranty or other obligations under this RFP.
 - iii. SBI Payments' right to inspect, test and where necessary reject the Products after the Products arrival at the destination shall in no way be limited or waived by reason of the Products having previously being inspected, tested and passed by SBI Payments or its representative prior to the Products shipment from the place of origin by SBI Payments or its representative prior to the installation and commissioning.
 - iv. Nothing stated hereinabove shall in any way release the Service Provider from any warranty or other obligations under this RFP.

35. Right to Audit:

- i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/external Auditors appointed by SBI Payments/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by SBI Payments/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to SBI Payments and Service Provider is required to submit such certification by such Auditors to SBI Payments. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by SBI Payments) shall facilitate the same SBI Payments can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by SBI Payments. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, SBI Payments shall provide

reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.

- ii. Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by SBI Payments or in the certification submitted by the Auditors, Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Service Provider further agrees that whenever required by 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(ies). SBI Payments reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, the Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).
- iv. Service provider shall grant unrestricted and effective access to a) data related to the outsourced activities; b) the relevant business premises of the service provider; subject to appropriate security protocols, for the purpose of effective oversight use by SBI Payments, their auditors, regulators and other relevant Competent Authorities, as authorized under law

36. Subcontracting:

As per scope of this RFP, sub-contracting is not permitted.

37. Insurance:

- i. The insurance shall be for an amount equal to 100 percent of the value of the Products from place of dispatch to final destination on "All Risks" basis, valid for a period of one month after delivery of Products at the defined destination.
- ii. Should any loss or damage occur, service provider shall:
 - a) initiate and pursue claim till settlement and

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

38. Validity of Agreement:

The Agreement/ SLA will be valid for the period of 5 years. SBI Payments reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

39. Limitation of liability:

- i. The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
 - a. claims that are the subject of indemnification pursuant to infringement of thirdparty Intellectual Property Right;
 - b. damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
 - c. damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - d. Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to SBI Payments, provided such guidelines were brought to the notice of Service Provider.
- iv. For the purpose of abovementioned sub-clause (iii)(b) **“Gross Negligence”** means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

40. Confidentiality:

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

41. Delay in the service provider’s Performance:

- i. Services shall be made by the Vendor within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery 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.
- iii. Any delay in performing the obligation/ defect in performance by the supplier may result in imposition of penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document).

42. Service provider’s obligations:

- i. Service provider is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. Service Provider will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. SBI Payments would only provide necessary letters for enabling procurement of the same.

- iii. Service provider is obliged to work closely with SBI Payments/Bank's staff, act within its own authority and abide by directives issued by the SBI Payments/Bank from time to time and complete implementation activities.
- iv. Service provider will abide by the job safety measures prevalent in India and will free the SBI Payments from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the SBI Payments responsible or obligated.
- v. Service provider is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- vi. The Vendor shall treat as confidential all data and information about SBI Payments, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the SBI Payments/ Bank as explained under 'Non-Disclosure Agreement' in **Annexure N** of this document.
- vii. Service Provider 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.
- viii. Service Provider shall abide by the provisions of the DPDP Act, 2023 - 11th August, 2023; CG-DL-E-12082023-248045 as and when the relevant rules and guidelines come into force.

43. Technical Documentation:

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

44. Patent Rights/Intellectual Property Rights:

- i. For any technology / software / Product supplied by Service Provider for SBI Payments as part of this RFP, Service Provider shall have right to use as well as right to supply such Product including embedded software / hardware. SBI Payments shall not be liable for any license or IPR violation on the part of Service Provider.
- ii. Without SBI Payments' prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software/hardware or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit SBI Payments' rights under this RFP.
- iii. Subject to below mentioned sub-clause (iv) and (v) of this RFP, Service Provider, 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, trade mark, copyright, trade secrets or industrial design rights of any third party arising from the Services or use of software/Product under this RFP.
- iv. SBI Payments will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of SBI Payments, unless such settlement releases SBI Payments fully from such claim; (ii) Service Provider shall promptly provide SBI Payments with copies of all pleadings or similar documents relating to any such claim; (iii) Service Provider shall consult with SBI Payments with respect to the defence and settlement of any such claim; and (iv) in any litigation to which SBI Payments is also a party, SBI Payments shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- v. Service Provider shall have no obligations with respect to any infringement claim to the extent that the infringement claim arises or results from: (i) Service Provider's compliance

with SBI Payments' specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform SBI Payments of the same); or (ii) any unauthorized modification or alteration of the product by SBI Payments.

45. Liquidated Damages:

If service provider fails to deliver any or all of the products or perform the services within the stipulated time schedule, as specified in the Contract, as desired in this RFP/ Contract, SBI Payments may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages mentioned at part II (Schedule of Events). Once the maximum deduction is reached, the SBI Payments may consider termination of the Contract.

46. Conflict of Interest:

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

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

Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- (ii) subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (f) such Bidder or any of its affiliates thereof has participated as a consultant to the SBI Payments in the preparation of any documents, design or technical specifications of the Project.

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

47. CODE OF INTEGRITY AND DEBARMENT/BANNING:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, SBI Payments shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
 - (a) **“corrupt practice”** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement processor contract execution;
 - (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
 - (c) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti- competitive arrangement, or any other practice coming under the

purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of SBI Payments, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

- (e) **“Obstructive practice”** means materially impede SBI Payments’ or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding SBI Payments’ rights of audit or access to information;

v. Debarment/Banning

Empanelment/participation of Bidders and their eligibility to participate in SBI Payments’ procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in SBI Payments’ procurement process shall be considered against delinquent Vendors/Bidders:

Holiday Listing (Temporary Debarment - suspension):

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanours, the vendors may be put on a holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empanelled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

- Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);
- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);
- Vendors undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a

holiday listing during such proceedings.

Debarment from participation including removal from empaneled list

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from SBI Payments' procurements including removal from empanelment, wherever such Vendor is empanelled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empanelled vendors are:

- Without prejudice to the rights of SBI Payments, if a Bidder is found by 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 SBI Payments during a period of 2 (two) years from the date of debarment.
- The Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of SBI Payments or any other investigating agency recommends such a course in respect of a case under investigation;
- Employs a Government servant or SBI Payments' Officer within two years of his retirement, who has had business dealings with him in an official

capacity before retirement; or

- Any other ground, based on which SBI Payments considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

Banning from Ministry/Country-wide procurements

For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of SBI Payments including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

48. Termination for Default:

- i. SBI Payments, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part:
 - a. If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the SBI Payments; or
 - b. If the vendor fails to perform any other obligation(s) under the contract; or
 - c. On happening of any termination event mentioned in the RFP/Agreement. or
 - d. Violations of terms and conditions stipulated in this RFP.

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

- ii. In the event the SBI Payments terminates the Contract in whole or in part for the breaches attributable to the Vendor, the SBI Payments/ may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the SBI Payments for any increase in cost

for such similar Products and/or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

- iii. If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ SBI Payments/Bank's data or any other relevant information to the SBI Payments/Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the SBI Payments.
- iv. During the transition, the vendor shall also support the SBI Payments on technical queries/support on process implementation or in case of software provision for future upgrades.
- v. SBI Payments' right to terminate the Contract will be in addition to the penalties /liquidated damages and other actions as deemed fit.
- vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, SBI Payments at its sole discretion may make alternate arrangement for getting the Services contracted with another Service Provider. In such case, SBI Payments shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by SBI Payments, at no extra cost to SBI Payments, for ensuring smooth switch over and continuity of services, provided where transition services are required by SBI Payments or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is in breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to SBI Payments, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

49. Force Majeure:

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

- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Vendor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, the Vendor shall promptly notify the SBI Payments in writing of such condition and the cause thereof. Unless otherwise directed by the SBI Payments in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

50. Termination for Insolvency:

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

51. Termination for Convenience:

- i. SBI Payments, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by SBI Payments before completion of half of the total Contract period (including the notice period).
- ii. In the event of termination of the Agreement for SBI Payments' convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

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

- i. All disputes or differences whatsoever arising between the parties out of or in connection with 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.
- ii. The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by SBI Payments or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- iii. 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.

53. Governing Language:

The governing language shall be English.

54. 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.

55. Taxes and Duties:

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

GST, Service tax, VAT/ Sales tax, Excise duty, Custom duty, Octroi, etc. should be specified in the separate sheet (**Annexure-F**).

- c. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by the Vendor and the SBI Payments shall not be liable for the same. Only specified taxes/ levies and duties in the **Annexure-F** will be payable by the SBI Payments on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Annexure-F** are replaced by the new legislation of Government, same shall be borne by the SBI Payments. SBI Payments shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Annexure-F**
- d. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty. The Bidder will pass on to SBI Payments, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- e. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- f. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor.

56. Tax deduction at Source:

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

57. Tender Fee:

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

58. 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.

RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.



Part-II

SCHEDULE OF EVENTS

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	<p>Chief Operating Officer,, SBI Payment Services Pvt. Ltd., 23rd Floor, Urmi Estate, C.S. No. 156 of Lower Parel Division, Ganpatrao Kadam Marg, Lower Parel (W), Mumbai 400013 e-mail coo@sbipayments.com</p> <p>Vice President (Vendor Management) 23rd Floor, Urmi Estate, C.S. No. 156 of Lower Parel Division, Ganpatrao Kadam Marg, Lower Parel (W), Mumbai 400013 e-mail: vpvm.ops@sbipayments.com Phone No. 022-41722200</p>
2	Bid Document Availability including changes/amendments, if any to be issued	RFP document may be downloaded from SBI PAYMENTS's website https://www.sbipayments.com from 04 th April 2024.
3	Last date of submission of queries	By 06:00 PM on 08 th April 2024
4	Pre - Bid Meeting at (venue)	From 03:00 pm (time) to 05:00 pm (time) on 10 th April 2024 at SBI Payment Services Pvt Ltd., Urmi Estate, 23rd Floor, 95, Ganpatrao Kadam Marg, Opp. Peninsula Business Park, Lower Parel, Mumbai - 400013.
5	Clarifications to queries raised at pre-Bid meeting will be provided by SBI Payments.	15 th April 2024
	Last date and time for Bid submission	03 pm (time) on 26 th April 2024.

RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.



6	Address for submission of Bids	SBI Payment Services Pvt Ltd., Urmi Estate, 23rd Floor, 95, Ganpatrao Kadam Marg, Opp. Peninsula Business Park, Lower Parel, Mumbai - 400013.	
7	Date and Time of opening of Technical Bids	04 pm (time) on (date) 26 th April 2024. Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendor representatives.	
8	Opening of Commercial Bids	03:00 pm (time) on (date) 04 th May 2024. OR On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.	
10	Tender Fee	<p><i>Amount</i> <i>Rs.10,000/-</i> <i>(Rs. Ten Thousand Only)</i></p> <p><i>Non-refundable by means of a DD or Bankers' cheque payable at Mumbai in favour of SBI Payment Services Pvt. Ltd.</i></p>	
11	Earnest Money Deposit	Rs. 5 Lakh (Five lakh only)	Validity period from the date of Bid opening –
12	Bank Guarantee	The vendor has to furnish a Bank Guarantee to Bank for 5% of total project cost.	Performance Security in form of BG should be valid for 5 years and three months from the effective date of the Contract.
13	Price validity from the date of price discovery	During validity period of RFP	
14	Contact details of agency appointed for conducting Reverse Auction, if required	Will be advised in due course.	
15	Delivery schedule	Will be advised in due course.	
16	Terms of payment	30 days from the date of delivery and Installation	

RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.



17	Delivery locations	The Delivery shall be made at Mumbai & Chennai locations on any other location as per the discretion of the company.
18	Liquidated damages	0.5% per week or part thereof of Contract Price subject to maximum deduction of 5 % of the Contract Price for delay of each week or part thereof.

ANNEXURES

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H	Manufacturer's authorization form.
I	Format for Bank Guarantee as Earnest Money Deposit
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P	Pre-Contract Integrity Pact
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RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.



ANNEXURE-A

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

Date: _____

To:
Chief Operating Officer
SBI Payment Services Pvt Ltd,
23rd Floor, Urmi Estate,
C.S. No. 156 of Lower Parel Division,
Ganpatrao Kadam Marg, Lower Parel (W),
Mumbai 400013

Dear Sir,
Ref: RFP No. SBI Payments/VM/2024-25/01, dated.04.04.2024

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

2. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed with this letter.
- We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
- Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- The rate quoted in the indicative *price Bids are as per the RFP* and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the SBI Payments, without any exception.

3. If our offer is accepted, we undertake to complete the formalities for supply, installation, testing and commissioning of the equipment within the period specified in this document.
4. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement as per sample available at **Annexure-M** of this document and the rates quoted therein for the orders awarded by SBI Payments up to the period prescribed in the Bid, which shall remain binding upon us.
5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
7. **We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SBI Payments, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.**
8. **We undertake that we will not resort to canvassing with any official of SBI Payments, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.**
9. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the SBI Payments submitted by us in our Bid document.
10. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the SBI Payments will have the right to disqualify us from the Bid.
11. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
12. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.

13. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the SBI Payments to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.
  
14. The commercial bidding process may be through the reverse auction process and to be conducted by the SBI PAYMENTS or a company authorized by the SBI PAYMENTS. We understand that our authorized representative who would participate in the reverse auction process would possess a valid digital certificate for the purpose.
  
15. We hereby undertake and agree to abide by all the terms and conditions stipulated by SBI Payments in the RFP document.

Dated this ..... day of ..... 2024

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

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_

**Seal of the company.**

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

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

1. EMD of Rs. 5 lakh in favour of SBI Payment Services Pvt Ltd. with the validity of minimum 6 months.
2. Technical specifications as required, Commercial Bid and other information as per all Annexures.
3. Other Supporting documents.
4. Detailed overview of supported Value Added Services offered and key Innovative features.
5. Self declaration regarding supply of such services in India.
6. Proof for financial soundness, audited Balance Sheets and Profit & Loss A/C
7. Deviations, if any, from the RFP conditions should be detailed in full in a separate document. Failure to indicate such deviations would imply that those deviations are absent.
8. Any other document mentioned in this RFP document and required to be produced.
9. Any other issue considered relevant by Bidders as Annexure.

RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.



**PRICE PROPOSAL/ COMMERCIAL BID**  
**(Total Equipment Cost with 60 months Warranty)**

**The Chief Operating Officer,**  
SBI Payment Services Pvt. Ltd.,  
23rd Floor, M/s Urmi Estate,  
C.S. No. 156 of Lower Parel Division,  
Ganpatrao Kadam Marg, Lower Parel (W),  
Mumbai 400013

Dear Sir,

**Ref: RFP No. SBIP/VM/2024-25/01**

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

| SR NO | DESCRIPTION                                                    | QTY/SY S | Rate per item | Amount in Rs. | Amount in word |
|-------|----------------------------------------------------------------|----------|---------------|---------------|----------------|
| 1     | Server Requirement -1 - Server Configuration as per Exhibit -1 | 4        |               |               |                |
| 2     | Server Requirement -2 - Server Configuration as per Exhibit -2 | 4        |               |               |                |
| 3     | Server Requirement -3 - Server Configuration as per Exhibit -3 | 4        |               |               |                |
| 4     | MS SQL Server 2022 License                                     | 9        |               |               |                |
| 5     | Antivirus License                                              | 18       |               |               |                |
| 6     | Microsoft Windows Server 2022 License                          | 8        |               |               |                |
| 7     | Windows Server 2022 Datacenter License                         | 4        |               |               |                |
| 8     | SIEM License                                                   | 18       |               |               |                |
| 9     | Vmware License                                                 | 3        |               |               |                |
| 10    | PIM License - MFA per user                                     | 1        |               |               |                |
| 11    | ACCESS SW - L2 switch- Cisco Catalyst 9200                     | 3        |               |               |                |
| 12    | Backup Agent Lic & Tape - Veeam                                | 18       |               |               |                |



RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.



|                                        |                                                                                                                           |  |  |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------|--|--|
| i                                      | <b>Sub-Total(1+2+3+4+5+6+7+8+9+10+11+12 )</b>                                                                             |  |  |
| ii                                     | Installation/ Commissioning                                                                                               |  |  |
| iii                                    | Comprehensive warranty for Products mentioned in items above for 5 <b>year</b> from the go live date.                     |  |  |
| iv                                     | Comprehensive annual maintenance for Products mentioned above for 5 <b>year</b> ,after the end of comprehensive warranty. |  |  |
| <b>Grand Total (i + ii + iii + iv)</b> |                                                                                                                           |  |  |

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

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

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

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

Duly authorised to sign Bid for and on behalf of

**Annexure-B**

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

| S. No. | Eligibility Criteria                                                                                                                                                                       | Compliance (Yes/No) | Documents to be submitted                                                                                                                                                                                       |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | The Bidder must be an Indian firm / company/LLP/ organization registered under applicable Act in India.                                                                                    |                     | Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association/Partnership deed and full address of the registered office. |
| 2.     | <i>The Bidder must have an average turnover of minimum Rs.10 Crore for at least Three Financial Years out of 4 FY i.e , 2019-20, 2020-21, 2021-22 &amp; 2022-23 financial year(basis).</i> |                     | Copy of the audited Balance Sheet for FYs 2019-20, 2020-21, 2021-22 & 2022-23.                                                                                                                                  |
| 3.-    | The Bidder should have positive net worth in all the three preceding years i.e. 2020-21, 2021-22 & 2022-23.                                                                                |                     | Copy of the audited Balance Sheet for FYs 2020-21, 2021-22, & 2022-23.                                                                                                                                          |
| 4      | Bidder should have experience of minimum 3 years in providing the Products/Services.                                                                                                       |                     | Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.                                                                                        |

|   |                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5 | <p>Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects.<br/>(Start and End Date of the Project to be mentioned) in the past (At least 02 client references are required)</p>                              |  | <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 6 | <p>Certification Requirements</p>                                                                                                                                                                                                                                                    |  | <p>Certificate from OEM of having back-to-back support.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 7 | <p>Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of SBI Payments)</p>                                                                                                                                     |  | <p>Brief details of litigations, disputes related to product/services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head.</p> |
| 8 | <p>Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.</p> |  | <p>Bidder should specifically confirm on their letter head in this regard.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

|    |                                                                                                                                                                                                                                                           |  |                                                                         |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------|
| 9  | The bidder, if participating as Channel Partner of any OEM, then OEM should have a support center and level 3 escalation (highest) located in India. For OEMs, directly participating, the conditions mentioned above for supportcenter remain applicable |  | Bidder should specifically confirm on their letter head in this regard. |
| 10 | The bidder should be a partner/distributor of OEM.                                                                                                                                                                                                        |  | Certificate from OEM.                                                   |
| 11 | The Bidder should not have any ServiceLevel Agreement pending to be signed with SBI Payments for more than 6 months from the date of issue of purchase order                                                                                              |  | Bidder should specifically confirm on their letter head in this regard. |

**Annexure-B1**

**Technical & Functional Specifications**

To qualify in the Technical Evaluation, a Bidder must comply with all the requirements aslisted 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.

Technical specifications of hardware of servers, switch, backup devices, software licenses etc.

**Exhibit -1**

**Server - 1**

| #  | Component         | Description                                                                                                                                                                            | Complied<br>(Yes/No) | Remarks,<br>references |
|----|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------|
| 01 | Make & Model      | <b>To be specified by bidder</b>                                                                                                                                                       |                      |                        |
|    | Chipset           | Intel® C741 series chipset                                                                                                                                                             |                      |                        |
|    | Form Factor       | Max. 1U rack mounted with sliding rails                                                                                                                                                |                      |                        |
|    | Configured CPU    | Server should be configured with 2 x 5416S 2G 16C/32T 4th Generation Intel Xeon Scalable processors,                                                                                   |                      |                        |
|    | MII               | Server should be manufactured in India                                                                                                                                                 |                      |                        |
|    | Memory configured | Server should be configured with 128Gb memory                                                                                                                                          |                      |                        |
|    | Disks supported   | Front bays:<br>Up to 4 x 3.5-inch SAS/SATA (HDD/SSD) max 80 TB<br>Up to 8 x 2.5-inch SAS/SATA/NVMe (HDD/SSD) max 122.88 TB<br>Up to 10 x 2.5-inch SAS/SATA/NVMe (HDD/SSD) max 153.6 TB |                      |                        |
|    | RAID Controller   | RAID controller configured should support RAID 0,1,5,6,10,50,60                                                                                                                        |                      |                        |
|    | Disks configured  | 4 x 1.2 TB SAS                                                                                                                                                                         |                      |                        |
|    | I/O slots         | Up to 3 PCIe Gen4 slots (1 x16 Gen4 + 2 x8 Gen4) or up to 2 PCIe Gen5 slots (1 x16 Gen5 + 1 x8 Gen5)                                                                                   |                      |                        |
|    | Ethernet          | Server should be configured with 4 x 1Gb Base-T ports                                                                                                                                  |                      |                        |
|    | FC HBA            | Server should be configured with 1 x dual port 32Gbps FC HBA for storage connectivity (Optional)                                                                                       |                      |                        |

|                            |                                                                                                                                                                                                                                                                                                                                                                                                                  |  |  |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| Ports                      | <p>Front Ports</p> <ul style="list-style-type: none"> <li>• 1 x Dedicated iDRAC Direct micro-USB</li> <li>• 1 x USB 2.0</li> <li>• 1 x VGA</li> </ul> <p>Rear Ports</p> <ul style="list-style-type: none"> <li>• 1 x USB 2.0</li> <li>• 1 x Serial port (optional)</li> <li>• 1 x USB 3.0</li> <li>• 1 x Dedicated iDRAC Ethernet port</li> <li>• 1 x VGA (optional for liquid cooling configuration)</li> </ul> |  |  |
| OS Support                 | <ul style="list-style-type: none"> <li>• Windows Server with Hyper-V</li> <li>• Red Hat Enterprise Linux</li> <li>• SUSE Linux Enterprise Server</li> <li>• VMware ESXi</li> </ul>                                                                                                                                                                                                                               |  |  |
| Power Supply               | Fully Redundant Hot swappable PSUs                                                                                                                                                                                                                                                                                                                                                                               |  |  |
| Management integration     | Support for integration with Microsoft System Center, VMware vCenter, BMC Software                                                                                                                                                                                                                                                                                                                               |  |  |
| Power & temperature        | Real-time power meter, graphing, thresholds, alerts & capping with historical power counters.<br>Temperature monitoring & graphing                                                                                                                                                                                                                                                                               |  |  |
| Pre-failure alert          | Should provide predictive failure monitoring & proactive alerts of actual or impending component failure for fan, power supply, memory, CPU, RAID, NIC, HDD                                                                                                                                                                                                                                                      |  |  |
| Configuration & management | <ul style="list-style-type: none"> <li>• Real-time out-of-band hardware performance monitoring &amp; alerting</li> <li>• Agent-free monitoring, driver updates &amp; configuration, power monitoring &amp; capping, RAID management, external storage management, monitoring of FC, HBA &amp; CNA &amp; system health</li> <li>• Out-of-band hardware &amp; firmware inventory</li> </ul>                        |  |  |

|  |                        |                                                                                                                                                                                                                                                                            |  |  |
|--|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|  |                        | <ul style="list-style-type: none"> <li>• Zero-touch auto configuration to auto deploy a baseline server configuration profile</li> </ul>                                                                                                                                   |  |  |
|  | Management (continued) | <ul style="list-style-type: none"> <li>• Automated hardware configuration and Operating System deployment to multiple servers</li> <li>• Zero-touch repository manager and self-updating firmware system</li> <li>• Virtual IO management / stateless computing</li> </ul> |  |  |
|  | LCD panel              | <p>Optional LCD bezel or security bezel</p> <p>Should display system ID, status information and system error error code followed by descriptive text. LCD background should light up in different colours during normal system operation &amp; error conditions.</p>       |  |  |
|  | HTML5 support          | HTML5 support for virtual console & virtual media without using Java or ActiveX plugins                                                                                                                                                                                    |  |  |
|  | Server security        | Should have a cyber resilient architecture for a hardened server design for protection, detection & recovery from cyber attacks                                                                                                                                            |  |  |
|  |                        | Should protect against firmware which executes before the OS boots                                                                                                                                                                                                         |  |  |
|  |                        | Configuration upgrades should be only with cryptographically signed firmware and software                                                                                                                                                                                  |  |  |
|  |                        | Should provide system lockdown feature to prevent change (or “drift”) in system firmware image(s) & prevent malicious modification of server firmware                                                                                                                      |  |  |
|  | Intrusion alert        | Intrusion alert in case chassis cover being opened                                                                                                                                                                                                                         |  |  |



RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.



|          |                                                                                                                                                                             |  |  |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| Warranty | 5 years On-site comprehensive warranty with 24x7x365 remote hardware support. Post installation, 5-year product warranty should reflect in the support web site of the OEM. |  |  |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|

**Exhibit -2**

**Server – 2**

| #  | Component         | Description                                                                                                                                                                            | Complied (Yes/No) | Remarks, references |
|----|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------------|
| 01 | Make & Model      | <b>To be specified by bidder</b>                                                                                                                                                       |                   |                     |
|    | Chipset           | Intel® C741 series chipset                                                                                                                                                             |                   |                     |
|    | Form Factor       | Max. 1U rack mounted with sliding rails                                                                                                                                                |                   |                     |
|    | Configured CPU    | Server should be configured with 2 x 5416S 2G 16C/32T 4th Generation Intel Xeon Scalable processors,                                                                                   |                   |                     |
|    | MII               | Server should be manufactured in India                                                                                                                                                 |                   |                     |
|    | Memory configured | Server should be configured with 128Gb memory                                                                                                                                          |                   |                     |
|    | Disks supported   | Front bays:<br>Up to 4 x 3.5-inch SAS/SATA (HDD/SSD) max 80 TB<br>Up to 8 x 2.5-inch SAS/SATA/NVMe (HDD/SSD) max 122.88 TB<br>Up to 10 x 2.5-inch SAS/SATA/NVMe (HDD/SSD) max 153.6 TB |                   |                     |
|    | RAID Controller   | RAID controller configured should support RAID 0,1,5,6,10,50,60                                                                                                                        |                   |                     |
|    | Disks configured  | 3 x 2.4TB SAS                                                                                                                                                                          |                   |                     |
|    | I/O slots         | Up to 3 PCIe Gen4 slots (1 x16 Gen4 + 2 x8 Gen4) or up to 2                                                                                                                            |                   |                     |

|  |                        |                                                                                                                                                                                                                                                                                                                                                                                                                  |  |  |
|--|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|  |                        | PCIe Gen5 slots (1 x16 Gen5 + 1 x8 Gen5)                                                                                                                                                                                                                                                                                                                                                                         |  |  |
|  | Ethernet               | Server should be configured with 4 x 1Gb Base-T ports                                                                                                                                                                                                                                                                                                                                                            |  |  |
|  | FC HBA                 | Server should be configured with 1 x dual port 32Gbps FC HBA for storage connectivity (Optional)                                                                                                                                                                                                                                                                                                                 |  |  |
|  | Ports                  | <p>Front Ports</p> <ul style="list-style-type: none"> <li>● 1 x Dedicated iDRAC Direct micro-USB</li> <li>● 1 x USB 2.0</li> <li>● 1 x VGA</li> </ul> <p>Rear Ports</p> <ul style="list-style-type: none"> <li>● 1 x USB 2.0</li> <li>● 1 x Serial port (optional)</li> <li>● 1 x USB 3.0</li> <li>● 1 x Dedicated iDRAC Ethernet port</li> <li>● 1 x VGA (optional for liquid cooling configuration)</li> </ul> |  |  |
|  | OS Support             | <ul style="list-style-type: none"> <li>● Windows Server with Hyper-V</li> <li>● Red Hat Enterprise Linux</li> <li>● SUSE Linux Enterprise Server</li> <li>● VMware ESXi</li> </ul>                                                                                                                                                                                                                               |  |  |
|  | Power Supply           | Fully Redundant Hot swappable PSUs                                                                                                                                                                                                                                                                                                                                                                               |  |  |
|  | Management integration | Support for integration with Microsoft System Center, VMware vCenter, BMC Software                                                                                                                                                                                                                                                                                                                               |  |  |
|  | Power & temperature    | Real-time power meter, graphing, thresholds, alerts & capping with historical power counters. Temperature monitoring & graphing                                                                                                                                                                                                                                                                                  |  |  |
|  | Pre-failure alert      | Should provide predictive failure monitoring & proactive alerts of actual or impending component failure for fan, power supply, memory, CPU, RAID, NIC, HDD                                                                                                                                                                                                                                                      |  |  |

|  |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |  |
|--|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|  | Configuration & management | <ul style="list-style-type: none"> <li>• Real-time out-of-band hardware performance monitoring &amp; alerting</li> <li>• Agent-free monitoring, driver updates &amp; configuration, power monitoring &amp; capping, RAID management, external storage management, monitoring of FC, HBA &amp; CNA &amp; system health</li> <li>• Out-of-band hardware &amp; firmware inventory</li> <li>• Zero-touch auto configuration to auto deploy a baseline server configuration profile</li> </ul> |  |  |
|  | Management (continued)     | <ul style="list-style-type: none"> <li>• Automated hardware configuration and Operating System deployment to multiple servers</li> <li>• Zero-touch repository manager and self-updating firmware system</li> <li>• Virtual IO management / stateless computing</li> </ul>                                                                                                                                                                                                                |  |  |
|  | LCD panel                  | <p>Optional LCD bezel or security bezel</p> <p>Should display system ID, status information and system error error code followed by descriptive text. LCD background should light up in different colours during normal system operation &amp; error conditions.</p>                                                                                                                                                                                                                      |  |  |
|  | HTML5 support              | HTML5 support for virtual console & virtual media without using Java or ActiveX plugins                                                                                                                                                                                                                                                                                                                                                                                                   |  |  |
|  | Server security            | Should have a cyber resilient architecture for a hardened server design for protection, detection & recovery from cyber attacks                                                                                                                                                                                                                                                                                                                                                           |  |  |
|  |                            | Should protect against firmware which executes before the OS boots                                                                                                                                                                                                                                                                                                                                                                                                                        |  |  |

RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.



|  |                 |                                                                                                                                                                             |  |  |
|--|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|  |                 | Configuration upgrades should be only with cryptographically signed firmware and software                                                                                   |  |  |
|  |                 | Should provide system lockdown feature to prevent change (or "drift") in system firmware image(s) & prevent malicious modification of server firmware                       |  |  |
|  | Intrusion alert | Intrusion alert in case chassis cover being opened                                                                                                                          |  |  |
|  | Warranty        | 5 years On-site comprehensive warranty with 24x7x365 remote hardware support. Post installation, 5-year product warranty should reflect in the support web site of the OEM. |  |  |

**Exhibit – 3**

**Server – 3**

| #  | Component         | Description                                                                                          | Complied (Yes/No) | Remarks, references |
|----|-------------------|------------------------------------------------------------------------------------------------------|-------------------|---------------------|
| 01 | Make & Model      | <b>To be specified by bidder</b>                                                                     |                   |                     |
|    | Chipset           | Intel® C741 series chipset                                                                           |                   |                     |
|    | Form Factor       | Max. 1U rack mounted with sliding rails                                                              |                   |                     |
|    | Configured CPU    | Server should be configured with 2 x 5418Y 2G 24C/48T 4th Generation Intel Xeon Scalable processors, |                   |                     |
|    | MII               | Server should be manufactured in India                                                               |                   |                     |
|    | Memory configured | Server should be configured with 512Gb memory                                                        |                   |                     |
|    | Disks supported   | Front bays:<br>Up to 4 x 3.5-inch SAS/SATA (HDD/SSD) max 80 TB<br>Up to 8 x 2.5-inch SAS/SATA/NVMe   |                   |                     |

|  |                        |                                                                                                                                                                                                                                                                                                                                                                                                                  |  |  |
|--|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|  |                        | (HDD/SSD) max 122.88 TB<br>Up to 10 x 2.5-inch SAS/SATA/NVMe<br>(HDD/SSD) max 153.6 TB                                                                                                                                                                                                                                                                                                                           |  |  |
|  | RAID Controller        | RAID controller configured should support RAID 0,1,5,6,10,50,60                                                                                                                                                                                                                                                                                                                                                  |  |  |
|  | Disks configured       | 2 x 480GB SSD                                                                                                                                                                                                                                                                                                                                                                                                    |  |  |
|  | I/O slots              | Up to 3 PCIe Gen4 slots (1 x16 Gen4 + 2 x8 Gen4) or up to 2 PCIe Gen5 slots (1 x16 Gen5 + 1 x8 Gen5)                                                                                                                                                                                                                                                                                                             |  |  |
|  | Ethernet               | Server should be configured with 4 x 1Gb and 4 x 10Gb Base-T ports                                                                                                                                                                                                                                                                                                                                               |  |  |
|  | FC HBA                 | Server should be configured with 1 x dual port 32Gbps FC HBA for storage connectivity                                                                                                                                                                                                                                                                                                                            |  |  |
|  | Ports                  | <p>Front Ports</p> <ul style="list-style-type: none"> <li>● 1 x Dedicated iDRAC Direct micro-USB</li> <li>● 1 x USB 2.0</li> <li>● 1 x VGA</li> </ul> <p>Rear Ports</p> <ul style="list-style-type: none"> <li>● 1 x USB 2.0</li> <li>● 1 x Serial port (optional)</li> <li>● 1 x USB 3.0</li> <li>● 1 x Dedicated iDRAC Ethernet port</li> <li>● 1 x VGA (optional for liquid cooling configuration)</li> </ul> |  |  |
|  | OS Support             | <ul style="list-style-type: none"> <li>● Windows Server with Hyper-V</li> <li>● Red Hat Enterprise Linux</li> <li>● SUSE Linux Enterprise Server</li> <li>● VMware ESXi</li> </ul>                                                                                                                                                                                                                               |  |  |
|  | Power Supply           | Fully Redundant Hot swappable PSUs                                                                                                                                                                                                                                                                                                                                                                               |  |  |
|  | Management integration | Support for integration with Microsoft System Center, VMware vCenter, BMC Software                                                                                                                                                                                                                                                                                                                               |  |  |
|  | Power & temperature    | Real-time power meter, graphing, thresholds, alerts & capping with historical power counters.<br>Temperature monitoring & graphing                                                                                                                                                                                                                                                                               |  |  |

|  |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |  |
|--|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|  | Pre-failure alert          | Should provide predictive failure monitoring & proactive alerts of actual or impending component failure for fan, power supply, memory, CPU, RAID, NIC, HDD                                                                                                                                                                                                                                                                                                                               |  |  |
|  | Configuration & management | <ul style="list-style-type: none"> <li>• Real-time out-of-band hardware performance monitoring &amp; alerting</li> <li>• Agent-free monitoring, driver updates &amp; configuration, power monitoring &amp; capping, RAID management, external storage management, monitoring of FC, HBA &amp; CNA &amp; system health</li> <li>• Out-of-band hardware &amp; firmware inventory</li> <li>• Zero-touch auto configuration to auto deploy a baseline server configuration profile</li> </ul> |  |  |
|  | Management (continued)     | <ul style="list-style-type: none"> <li>• Automated hardware configuration and Operating System deployment to multiple servers</li> <li>• Zero-touch repository manager and self-updating firmware system</li> <li>• Virtual IO management / stateless computing</li> </ul>                                                                                                                                                                                                                |  |  |
|  | LCD panel                  | <p>Optional LCD bezel or security bezel</p> <p>Should display system ID, status information and system error error code followed by descriptive text. LCD background should light up in different colours during normal system operation &amp; error conditions.</p>                                                                                                                                                                                                                      |  |  |
|  | HTML5 support              | HTML5 support for virtual console & virtual media without using Java or ActiveX plugins                                                                                                                                                                                                                                                                                                                                                                                                   |  |  |
|  | Server security            | Should have a cyber resilient architecture for a hardened server design for protection, detection & recovery from cyber attacks                                                                                                                                                                                                                                                                                                                                                           |  |  |
|  |                            | Should protect against firmware which executes before the OS boots                                                                                                                                                                                                                                                                                                                                                                                                                        |  |  |
|  |                            | Configuration upgrades should be only with cryptographically signed firmware and software                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |

RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.



|  |                 |                                                                                                                                                                             |  |  |
|--|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|  |                 | Should provide system lockdown feature to prevent change (or “drift”) in system firmware image(s) & prevent malicious modification of server firmware                       |  |  |
|  | Intrusion alert | Intrusion alert in case chassis cover being opened                                                                                                                          |  |  |
|  | Warranty        | 5 years On-site comprehensive warranty with 24x7x365 remote hardware support. Post installation, 5-year product warranty should reflect in the support web site of the OEM. |  |  |

**List of software components which are bundled with hardware to be supplied (not specified in above BoQ), are to be provided along with license details with due compliance.**

**Name & Signature of authorised signatory**

**Seal of Company**

## TECHNICAL EVALUATION

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

## EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION

- a. The price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.
- b. If required, all the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by SBI Payments' authorized service provider on behalf of SBI Payments.
- c. Shortlisted Bidders shall have to participate in the reverse auction process (if required) and must have a valid digital signature certificate. Such Bidders will be trained by SBI Payments' authorized e-Procurement agency for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by SBI Payments / Authorised e-Procurement agency. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.
- d. The Bidder will be selected as L1 on the basis of net total of the price evaluation as quoted in Price Bid or in the Reverse Auction.
- e. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Annexure-F** within 48 hours of conclusion of the Reverse Auction, failing which SBI Payments may take appropriate action.
- f. Errors, if any, in the price breakup format will be rectified as under:
  - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall



prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.

- (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
- (c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- (d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, SBI Payments reserves the right to reject all such incomplete Bids.

RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.



Annexure-C

**Bill of Material and Compliances**

| SR NO                                  | DESCRIPTION                                                                                                              | QTY/SY S | Rate per item | Amount in Rs. | Amount in word |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------|----------|---------------|---------------|----------------|
| 1                                      | Server Requirement -1 - Server Configuration as per Exhibit -1                                                           | 4        |               |               |                |
| 2                                      | Server Requirement -2 - Server Configuration as per Exhibit -2                                                           | 4        |               |               |                |
| 3                                      | Server Requirement -3 - Server Configuration as per Exhibit -3                                                           | 4        |               |               |                |
| 4                                      | MS SQL Server 2022 License                                                                                               | 9        |               |               |                |
| 5                                      | Antivirus License                                                                                                        | 18       |               |               |                |
| 6                                      | Microsoft Windows Server 2022 License                                                                                    | 8        |               |               |                |
| 7                                      | Windows Server 2022 Datacenter License                                                                                   | 4        |               |               |                |
| 8                                      | SIEM License                                                                                                             | 18       |               |               |                |
| 9                                      | Vmware License                                                                                                           | 3        |               |               |                |
| 10                                     | PIM License - MFA per user                                                                                               | 1        |               |               |                |
| 11                                     | ACCESS SW - L2 switch- Cisco Catalyst 9200                                                                               | 3        |               |               |                |
| 12                                     | Backup Agent Lic & Tape - Veeam                                                                                          | 18       |               |               |                |
| i                                      | <b>Sub-Total(1+2+3+4+5+6+7+8+9+10+11+12)</b>                                                                             |          |               |               |                |
| ii                                     | Installation/ Commissioning                                                                                              |          |               |               |                |
| iii                                    | Comprehensive warranty for Products mentioned in items above for 5 <b>year</b> from the go live date.                    |          |               |               |                |
| iv                                     | Comprehensive annual maintenance for Products mentioned above for 5 <b>year</b> after the end of comprehensive warranty. |          |               |               |                |
| <b>Grand Total (i + ii + iii + iv)</b> |                                                                                                                          |          |               |               |                |

**RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.**



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

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

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

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

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

Duly authorised to sign Bid for and on behalf of

RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.



Annexure-D

**Bidder Details**

Details of the Bidder

| S. No. | Particulars                                                                                                                                                            | Details |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.     | Name                                                                                                                                                                   |         |
| 2.     | Date of Incorporation and / or commencement of business                                                                                                                |         |
| 3.     | Certificate of incorporation                                                                                                                                           |         |
| 4.     | Brief description of the Bidder including details of its main line of business                                                                                         |         |
| 5.     | Company website URL                                                                                                                                                    |         |
| 6.     | Particulars of the Authorized Signatory of the Bidder<br>a. Name<br>b. Designation<br>c. Address<br>d. Phone Number (Landline)<br>e. Mobile Number<br>f. Email Address |         |

Signature and Seal of Company

Scope of Work and Payment Schedule

| SI No | Particulars                                                               | Requirements/ Remarks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | Description of Services                                                   | <p>Supply, installation, testing, commissioning and maintenance of hardware along with operating system and other peripherals/software components, with warranty period of 5 year and 5 years AMC.</p> <p>2. To provide all necessary hardware and software required to make the solution work strictly as per technical specifications. The specifications given are minimum. Bidders can quote equivalent or higher technical specifications to meet SBI Payments' requirements. However, no weightage would be given for higher configurations.</p>                                                |
| 2     | Description of Deliverables                                               | As per Bill of Material, with 5 year warranty and 5 year AMC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 3     | Third-Party Components                                                    | All necessary licenses (wherever applicable)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 4     | Term of the Project - Project Schedule; Milestones and delivery locations | <p>Start date: from date of issuing acceptance letter by SBI Payments for successful installation, commissioning and go live working condition of the supplied hardware.</p> <p>Upto date: upto the warranty period of 5 year from the date of issuing acceptance letter by SBI Payments for successful installation, commissioning and go live working condition of the supplied hardware and further 5 year AMC.</p> <p><b>Delivery locations</b></p> <ol style="list-style-type: none"> <li>1. Mumbai</li> <li>2. Chennai</li> </ol> <p>Complete address will be advised to successful bidder.</p> |

|    |                                                            |                                                                                                                                                                                                                                                                                                    |
|----|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5  | Annual Maintenance (AMC) Term                              | Comprehensive AMC with 24x7x365 onsite support for 5 year with Premium OEM support.                                                                                                                                                                                                                |
|    |                                                            | Critical spares & components are to be identified and placed in SBI Payments' premises.                                                                                                                                                                                                            |
| 6  | Integration / Migration Requirements with existing systems | a) The new server to be placed at a location as decided by SBI Payments and all necessary/essential cabling setup to be done by successful bidder for effective integration.                                                                                                                       |
| 7  | Performance Requirements                                   | 99.99 % uptime required.                                                                                                                                                                                                                                                                           |
| 8  | Scalability Requirements                                   | To be scalable as per SBI Payments' future requirement.                                                                                                                                                                                                                                            |
| 9  | Regulatory / Compliance Requirements                       | As per the Policies of SBI Payments.                                                                                                                                                                                                                                                               |
| 10 | Security Requirements                                      | As per requirement of SBI Payments.                                                                                                                                                                                                                                                                |
| 11 | Limited Trial / Pilot Requirements                         | NA                                                                                                                                                                                                                                                                                                 |
| 12 | Training                                                   | Yes                                                                                                                                                                                                                                                                                                |
| 13 | Payment schedule                                           | <p><b>For Product:</b><br/>75% on installation, commissioning and go live working condition and successful completion of CDAC audit with issuing of Bank acceptance letter. Balance 25% after submission of PBG.</p> <p><b>For AMC:</b><br/>Payment for AMC will be made quarterly in arrears.</p> |

RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.



|  |  |                                                                                        |
|--|--|----------------------------------------------------------------------------------------|
|  |  | All the above payment will be made within 30 days from the date of receipt of invoice. |
|--|--|----------------------------------------------------------------------------------------|

**Annexure-F**

**Price Bid**

The indicative Price Bid needs to contain the information listed hereunder and needs to be submitted on portal of e-Procurement agency.

**Indicative Price Bid for procurement of server and memory upgrade for existing servers with 5 years warranty and 5 year AMC.**

**Name of the Bidder:**

| SR NO | DESCRIPTION                                                                                    | QTY/SYS | Rate per item | Amount in Rs. | Amount in word |
|-------|------------------------------------------------------------------------------------------------|---------|---------------|---------------|----------------|
| 1     | Server Requirement -1 - Server Configuration as per Exhibit -1                                 | 4       |               |               |                |
| 2     | Server Requirement -2 - Server Configuration as per Exhibit -2                                 | 4       |               |               |                |
| 3     | Server Requirement -3 - Server Configuration as per Exhibit -3                                 | 4       |               |               |                |
| 4     | MS SQL Server 2022 License                                                                     | 9       |               |               |                |
| 5     | Antivirus License                                                                              | 18      |               |               |                |
| 6     | Microsoft Windows Server 2022 License                                                          | 8       |               |               |                |
| 7     | Windows Server 2022 Datacenter License                                                         | 4       |               |               |                |
| 8     | SIEM License                                                                                   | 18      |               |               |                |
| 9     | Vmware License                                                                                 | 3       |               |               |                |
| 10    | PIM License - MFA per user                                                                     | 1       |               |               |                |
| 11    | ACCESS SW - L2 switch- Cisco Catalyst 9200                                                     | 3       |               |               |                |
| 12    | Backup Agent Lic & Tape - Veeam                                                                | 18      |               |               |                |
| i     | <b>Sub-Total(1+2+3+4+5+6+7+8+9+10+11+12)</b>                                                   |         |               |               |                |
| ii    | Installation/ Commissioning                                                                    |         |               |               |                |
| iii   | Comprehensive warranty for Products mentioned in items above for 5 year from the go live date. |         |               |               |                |



RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.



|                                        |                                                                                                                            |  |  |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------|--|--|
| iv                                     | Comprehensive annual maintenance for Products mentioned above for 5 <b>year</b> , after the end of comprehensive warranty. |  |  |
| <b>Grand Total (i + ii + iii + iv)</b> |                                                                                                                            |  |  |

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

*(Signature)*

*(Name)*

*(In the capacity of)*

Duly authorised to sign Bid for and on behalf of

**RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.**



**Annexure-G**

**Undertaking of Authenticity**

To:  
Chief Operating Officer  
SBI Payment Services Pvt Ltd,  
23rd Floor, Urmi Estate,  
C.S. No. 156 of Lower Parel Division,  
Ganpatrao Kadam Marg, Lower Parel (W),  
Mumbai 400013

**Sub: Undertaking of Authenticity for Hardware & Software Supplies**  
**Ref: RFP No. SBI Payments/VM/2024-25/01 dated 04<sup>th</sup> April 2024.**

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

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

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

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

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

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

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

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

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

Duly authorised to sign Bid for and on behalf of

RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.



ANNEXURE- H

**MANUFACTURERS' AUTHORIZATION FORM**

No.

Date:

To:

Dear Sir:

**Ref: SBI Payments/VM/2024-25/01 dated 04<sup>th</sup> April 2024**

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

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

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

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

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

Yours faithfully,

(Name of Manufacturer / Producer)

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

RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.



**ANNEXURE-I**

**FORMAT FOR EMD BANK GUARANTEE**

To:

-----

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Dear Sir,

**EMD BANK GUARANTEE FOR  
SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF SERVERS, SWITCH,  
BACKUP DEVICES, SOFTWARE LICENSE ETC.**

**AS ARE SET OUT by THE SBI PAYMENTS  
RFP NO. SBI Payments/VM/2024-25/01 dated 04<sup>th</sup> April 2024.**

WHEREAS SBI Payment Services Pvt. Limited (SBI Payments), having its Registered Office at Nariman Point, Mumbai, and Corporate Office at 23rd Floor, Urmi Estate, C.S. No. 156 of Lower Parel Division, Ganpatrao Kadam Marg, Lower Parel (W), Mumbai 400013 has invited Request for Proposal for supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc. to SBI Payment Services Pvt. Limited and such services as are set out in the SBI Payments, Request for Proposal \_\_\_\_\_ dated \_\_\_\_\_

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

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

4. NOW THIS GUARANTEE WITNESSETH THAT

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

may be demanded by SBI Payments. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

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

6. We hereby further agree that –

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

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

Notwithstanding anything contained hereinabove:

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

RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.



ANNEXURE--J

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

**THIS PERFORMANCE BANK GUARANTEE AGREEMENT** executed at .....this.....day of ..... 2024 by ..... (Name of the Bank)..... having its Registered Office at .....and its Branch at .....(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF "SBI PAYMENTS" (SBI Payment Services Private Limited)** is a subsidiary of State Bank of India established with the objective of carrying out Merchant Acquiring Business activities having its office at 23rd Floor, M/s Urmi Estate, C.S. No. 156 of Lower Parel Division, Ganpatrao Kadam Marg, Lower Parel (W), Mumbai 400013 (**procuring office address**), hereinafter referred to as "SBI PAYMENTS" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

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

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

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

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

**RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.**



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

**NOW THIS GUARANTEE WITNESSETH THAT**

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

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

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



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

Notwithstanding anything contained herein above:

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

Yours faithfully,

For and on behalf of Bank.

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

**ANNEXURE-K**

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

Date:

M/s.-----

-----

Sub: Certificate of commissioning of Solution

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

a) Bid No. \_\_\_\_\_ dated \_\_\_\_\_

b) Description of the Solution \_\_\_\_\_

c) Quantity \_\_\_\_\_

d) Date of commissioning \_\_\_\_\_

e) Date of acceptance test \_\_\_\_\_

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

| <u>S.No.</u> | <u>Description</u> | <u>Amount to be recovered</u> |
|--------------|--------------------|-------------------------------|
|--------------|--------------------|-------------------------------|

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

4. The Vendor has fulfilled his contractual obligations satisfactorily\*

or

The Vendor has failed to fulfill his contractual obligations with regard to the following:

- (a)
- (b)
- (c)

- 5. The amount of recovery on account of non-supply of Products is given under Para No. 2.
- 6. The amount of recovery on account of failure of the Vendor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation with stamp \_\_\_\_\_

\* Explanatory notes for filling up the certificates:

- (a) The Vendor has adhered to the time schedule specified in the contract in dispatching the Products / Manuals pursuant to Technical Specifications.
- (b) The Vendor has supervised the commissioning of the solution in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the Product.
- (c) Training of personnel has been done by the Vendor as specified in the contract.
- (d) In the event of Manuals having not been supplied or installation and commissioning of the Solution having been delayed on account of the Vendor, the extent of delay should always be mentioned.

ANNEXURE-L

Penalties & SLA terms

1. The Vendor warrants that the Products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied Products in the conditions prevailing in India.
2. Delivery of all equipment should be within 6 weeks from date of placing of order. In the event of the any or all equipment(s) not being delivered, installed, tested and commissioned within a period of 8 weeks from date of Purchase Order, a penalty of one  
(1) percent of the total cost of equipment for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total cost of equipment will be charged to vendor. This amount of the penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware.
3. Warranty for Hardware Components: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be **60 months from date of installation and AMC for 60 months**.
4. On-site comprehensive warranty and AMC (If opted): The warranty of **60 months from date of installation and AMC for 60 months** would be on-site and comprehensive in nature and back to back support from the OEM. Vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a specified warranty period. Vendor will provide support for operating systems and other preinstalled software components during the warranty period of the hardware on which these software & operating system will be installed. Vendor shall repair or replace worn out or defective parts including all plastic parts of the Equipment at his own cost including the cost of transport.

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

- a. Free maintenance services during the period of warranty and AMC (if opted). Professionally qualified personnel who have expertise in the hardware and system software supplied by Vendor will provide these services.
- b. Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during 24 hours on all days in week . In case any defects, faults and failures in the Equipment could not be repaired or rectified during the said period, the engineers of the Vendor are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the Equipment need replacement, the Vendor shall replace such parts, at no extra cost to SBI Payments, with brand new parts or those equivalent to new parts in performance. For this purpose the Vendor shall keep sufficient stock of spares at its premises.
- c. The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax / e-mail is made or letter is written) shall not exceed 2 hours.
- d. Vendor shall ensure that faults and failures intimated by SBI Payments as above are set right within 4 hours of being informed of the same. In any case the Equipment should be made workable and available not later than the next working day of SBI Payments.
- e. Vendor shall ensure that the full configuration of the Equipment is available to SBI Payments in proper working condition viz. uptime of 99.99% of the time on a 24 x 7 x 365 basis .
- f. For purpose of calculating penalty, uptime is calculated as under :

$$\text{Uptime (\%)} = \frac{\text{Sum of total hours in the month} - \text{Sum of downtime hours in the month}}{\text{Sum of total hours in the month}} \times 100$$

Total hours during the month = Total No. of days in the month x 24

hours Penalties for SLA uptime shall be as under;

| S. No. | Uptime Range          | Penalty                    |
|--------|-----------------------|----------------------------|
| 1.     | >99.86% and <99.99%   | 0.5% of total project cost |
| 2.     | >99.44% and <= 99.86% | 1% of total project cost   |
| 3.     | >99% and <=99.44%     | 1.5% of total project cost |
| 4.     | <=99%                 | 2% of total project cost   |

- g. The VENDOR shall ensure that faults and failures intimated by SBI Payments as above are set right within 6 hours of being informed of the same

| Sr. No. | Period of delay                        | Penalty amount                        |
|---------|----------------------------------------|---------------------------------------|
| 1       | >6 hours up to twelve hours            | Rs. 50,000 per hour or part thereof   |
| 2       | > Twelve hours up to twenty four Hours | Rs. 1,00,000 per hour or part thereof |
| 3       | > Twenty-four hours                    | Rs. 3,00,000 per hour or part thereof |

RCA (provisional) for any issues should be provided by Service Provider within 48 hours. The penalty of non-submission of RCA (provisional) is Rs. 25,000.00 per day will be applicable on delay beyond 48 hours. RCA (Final) should be provided by Service Provider within 7 days. The penalty of Rs. 1,00,000.00 per day will be applicable on delay beyond 7 days unless approved by SBI Payment in advance for specific cases.

- (g) Vendor shall ensure that the Mean Time between Failures (MTBF) (including any malfunctioning, breakdown or fault) in the Equipment or any

part thereof, during Contract period, not more than four occasions in preceding 90 days, it shall be replaced by equivalent/ superior new Equipment or part thereof by Vendor immediately at free of cost during warranty and AMC period.

- (h) **Preventive maintenance:** Vendor shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the Equipment, and necessary repair of the Equipment) once within first 15 days of the installation once within the first 15 days of every alternate month during the currency of the Contract on a day and time to be mutually agreed upon. Notwithstanding the foregoing Vendor recognizes SBI Payments' operational needs and agrees that SBI Payments shall have the right to require Vendor to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.
  - (i) All engineering changes generally adopted hereafter by Vendor for Equipment similar to that covered by the Contract, shall be made to the Equipment at no cost to SBI Payments.
  - (j) Qualified maintenance engineers totally familiar with the Equipment shall perform all repairs and maintenance service described herein.
  - (k) SBI Payments shall maintain a register at its site in which, SBI Payments' operator/supervisor shall record each event of failure and /of malfunction of the Equipment. Vendor's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the Vendor's engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by SBI Payments' official. The original of the field call report shall be handed over to SBI Payments' official.
  - (l) The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs.
6. Any worn or defective parts withdrawn from the Equipment and replaced by Vendor shall become the property of Vendor and the parts replacing the withdrawn parts shall become the property of Bank. Notwithstanding anything contained contrary, if any

hard disk or storage device is required to be replaced, the same shall not be handed over to vendor and same will continue to remain in possession of SBI Payments.

7. Subject to the security requirement, Vendor's maintenance personnel shall, be given access to the Equipment when necessary, for purpose of performing the repair and maintenance services indicated in this RFP.
8. If Bank desires to shift the Equipment to a new site and install it thereof, the Vendor shall be informed of the same. SBI Payments shall bear the reasonable mutually agreed charges for such shifting and Vendor shall provide necessary arrangement to SBI Payments in doing so. The terms of this RFP, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on Vendor.
9. SBI Payments shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for Equipment similar to that covered by this RFP.
10. If, in any month, Vendor does not fulfill the provisions of clause 5, only the proportionate maintenance charges for that period during the month will be considered payable by SBI Payments without prejudice to the right of SBI Payments to terminate the contract. In such event Vendor was credited without deducting the proportionate maintenance charges for that month, SBI Payments can deduct the same from future payments payable or Vendor shall refund the amount forthwith to Bank on demand by SBI Payments.
11. Future additions of Hardware / Software:
  - (a) SBI Payments would have the right to:
    - i. Shift supplied systems to an alternative site of its choice.
    - ii. Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor.
    - iii. Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from Vendor, or third party, or developed in-house.



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

The warranty terms would not be considered as violated if any of 11(a) above takes place. Should there be a fault in the operations of the system, Vendor, would not unreasonably assume that the causes lie with those components / software notacquired from them.

12. Penalties mentioned at Sr. No. 5 will be applied quarterly in which the incident has occurred and will have a cumulative cap of the 20% amount of project cost in the entireproject term.

The penalty levied by regulatory bodies will be recovered by SBI Payments from the Vendoron actual basis regardless to any kind of cap for maximum applicable penalty. The amount will be recovered in Indian Rupees at the prevailing rate of the respective currency, in case the penalty is levied in a foreign currency.

**NOTE:** The penalty arising out of violation of SLA and the one levied by regulatory bodies,whichever is higher, will be recovered from the vendor. Bank will have right to recover any opportunity loss or monetary loss incurred by SBI Payments due to malfunctioning of software/application faults/ system failure / negligence of bidderetc during project execution/implementation.

RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.



**ANNEXURE-M**

**Service Level Agreement**

AGREEMENT FOR PROCUREMENT OF SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF SERVERS, SWITCH, BACKUP DEVICES, SOFTWARE LICENSES etc.

BETWEEN

.....

AND

.....

Date of Commencement : \_\_\_\_\_

Date of Expiry : \_\_\_\_\_

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## AGREEMENT

This agreement for **procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.** (hereinafter 'the Agreement') made

on \_\_\_\_\_ day of \_\_\_\_\_

Between

SBI PAYMENT SERVICES PRIVATE LIMITED constituted under the Indian Companies Act, 1956 having its Registered office at 12th floor, State Bank Bhawan, Madam Cama Road, Nariman Point, Mumbai- 400002 and having one of its corporate Office at Urmi Estate, 23rd Floor, 95, Ganpatrao Kadam Marg, Opp. Peninsula Business Park, 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

\_\_\_\_\_, a private/public limited company/LLP/Firm ~~whichever is not applicable~~ incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 ~~whichever is not applicable~~ having its registered office at

\_\_\_\_\_ hereinafter referred to as "**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 .....(service provider)..... are sometimes individually referred to as a “Party” and collectively as “Parties” throughout this Agreement, and the words Party and Parties shall be construed accordingly.

**RECITALS**

**WHEREAS**

- (i) The SBI PAYMENTS is desirous of availing services for supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc
- (ii) Service Provider is in the business of providing for supply, installation, commissioning and maintenance of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc. and has agreed to provide the services as may be required by SBI Payments mentioned in the Request of Proposal (RFP) No. SBI PAYMENTS/VM/2024-25/01 dated 04.04.2024. issued by SBI Payments along with its clarifications/ corrigenda, referred hereinafter as a “RFP” and same shall be part of this Agreement.

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

**1 DEFINITIONS & INTERPRETATIONS**

- 1.1 **Capitalised Terms** : The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement:
  - 1.1.1 **“Agreement”** means this agreement including all its Annexure, Schedules, Appendix and all amendments therein agreed by the Parties in writing.
  - 1.1.2 **“Confidential Information”** shall have the meaning set forth in Clause 7
  - 1.1.3 **“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.

- 1.1.4 **“Intellectual Property Rights”** shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 1.1.5 **“Project Cost”** means the price payable to service provider under the Agreement for the full and proper performance of its contractual obligations.
- 1.1.6 **“SBI Payments”** shall mean the SBI Payment Services Private Limited.
- 1.1.7 **“Request for Proposal (RFP)”** shall mean RFP NO SBI Payments/VM/2024-25/01 dated 04<sup>th</sup> April 2024 along with its clarifications/ corrigenda issued by the SBI Payments time to time.
- 1.1.8 **“Service”** means services to be provided as per the requirements specified in the Agreement and any other incidental services and other obligations of the Service Provider covered under the Agreement.
- 1.1.9 **“Specification”** means the specifications that each component must comply with as more particularly detailed in Exhibits or annexures.

## **1.2 Interpretations:**

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

- 2.3 The SBI Payments/ Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of **05 (Five)** years on the same terms and conditions.
- 2.4 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

### **3 SCOPE OF SERVICES:**

The scope and nature of the work which Service Provider has to provide to SBI Payments is given in Annexure-A (1).

### **4 REPRESENTATIONS AND WARRANTIES**

- 4.1 Each of the Parties represents and warrants in relation to itself to the other that:
- 4.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.
- 4.1.2 The person(s) signing this agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
- 4.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement, and that any IPR provided by a Party does not infringe the IPR status of any third party.
- 4.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
- 4.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.
- 4.2 Additional Representation and Warranties by SBI Payments: NIL
- 4.3 Additional Representation and Warranties by (Service Provider)-.



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

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

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

4.3.4 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the products and services provided by Service Provider to SBI Payments do not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.

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

4.3.6 Service Provider warrants that it shall be solely liable and 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, provided fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and SBI Payments shall have no liability in this regard.

**5. RESPONSIBILITIES OF SBI Payments**

- 5.1 Processing and authorizing invoices.
- 5.2 Approval of information.

**6. RESPONSIBILITIES OF SERVICE PROVIDER:**

- 6.1. Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.
- 6.2. Service Provider shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement, require for performing the Services under this Agreement.
- 6.3. Service Provider shall ensure that Service Provider’s personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by SBI Payments, including those set forth in SBI Payments’ then-current standards, policies and procedures(to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by SBI Payments from time to time.

**7 CONFIDENTIALITY:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.8. The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of five (5) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity

## **8 RELATIONSHIPS BETWEEN THE PARTIES.**

8.1 It is specifically agreed that (Service Provider)- shall act as independent (Service Provider)- and shall not be deemed to be the Agent of SBI Payments except in respect of the

transactions/services which give rise to Principal-Agent relationship by express agreement between the Parties.

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

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

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

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

8.6 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by 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**

As per the scope of this Agreement sub-contracting is not permitted.

## **10. LIQUIDATED DAMAGES**

If Service Provider fails to deliver product and/or perform any or all the Services within the stipulated time, schedule as specified in this Agreement, 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 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.

## 11. PERFORMANCE GUARANTEE & PENALTY

11.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. (5% of Project Cost) valid for a period of 5 years 3 months from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by SBI Payments.

11.2 SBI Payments Guarantee is required to protect the interest of SBI Payments against delay in supply/installation and/or the risk of non-performance of Service Provider in respect of successful implementation of the project; or performance of the material or services sold; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.

11.3 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule<sup>11</sup> specified in this Agreement.

11.4 . Subject to clause 17 of this Agreement, any unexcused delay by Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.

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

11.5 Service Provider shall be liable to pay penalty at the rate mentioned below in Annexure 'A' in respect of any delay beyond the permitted period in providing the Services.

11.6 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 SBI Payments.

On reaching the maximum of penalties specified SBI Payments reserves the right to terminate the Agreement.

## **12. FORCE MAJEURE**

12.1 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.

12.2 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.

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

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

## **13. INSPECTION AND AUDIT**

13.1. It is agreed by and between the Parties that Service Provider be subject to annual audit by internal/external Auditors appointed by SBI Payments/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by SBI Payments/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to SBI Payments and Service Provider shall submit such certification by such Auditors to SBI Payments. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by SBI Payments) shall facilitate the same. SBI Payments can make its expert assessment on the



efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by SBI Payments. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, SBI Payments shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.

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

13.3 Service Provider further agrees that whenever required by SBI Payments, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of SBI Payments/ Reserve Bank of India and/or any regulatory authority (ies). SBI Payments reserves the right to call for and/or retain any relevant information/ audit reports on financial and security review with their findings undertaken by Service Provider.

However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost break-ups etc.).

#### **14. FEES, TAXES DUTIES & PAYMENTS**

14.1. Service Provider 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 SBI Payments. 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 Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.

14.2 All duties and taxes (excluding GST or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. \_\_\_\_\_ <insert tax payable by SBI Payments> or any other tax imposed by the Government in lieu of same shall be borne by SBI Payments on actual upon production of original receipt wherever required.

#### 14.2 PAYMENTS:

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

14.2.2 SBI Payments may withhold payment of any product/services that it disputes in good faith, and may set-off penalty amount or any other amount which Service provider owes to SBI Payments against amount payable to Service provider under this Agreement. However, before levying penalty or recovery of any damages, SBI Payments shall

provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by SBI Payments through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, SBI Payments shall have right to withhold the payment or set-off penal amount from current invoices.

#### 15. GENERAL INDEMNITY

15.1 Service Provider agrees and hereby keeps SBI Payments indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which 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 Service Provider. Service Provider agrees to make good the loss suffered by SBI Payments.

15.2 Subject to clause 15.2.1 and 15.2.2 of this Agreement, Service Provider, 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, trade mark, copyright, trade secrets or industrial design rights of any third party arising from the Services or use of software/product under this Agreement.

15.2.1. SBI Payments will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim;

(b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of SBI Payments, unless such settlement releases SBI Payments fully from such claim; (ii) Service Provider shall promptly provide SBI Payments with copies of all pleadings or similar documents relating to any such claim; (iii) Service Provider shall consult with the

Bank with respect to the defense and settlement of any such claim; and (iv) in any litigation to which SBI Payments is also a party, SBI Payments shall be entitled to be separately represented at its own expenses by counsel of its own selection.

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

## 16 TERMINATION

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

- (i) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by SBI Payments;
- (ii) If Service Provider fails to perform any other obligation(s) under the Agreement;
- (iii) Violations of any terms and conditions stipulated in the RFP;
- (iv) On happening of any termination event mentioned herein above in this Agreement.

Prior to providing a written notice of termination to Service Provider under clause 14.1(i) to 14.1 (iii), SBI Payments shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, SBI Payments shall have right to initiate action in accordance with above clause.

16.2 SBI Payments, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by SBI Payments before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for SBI Payments'

convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

- 16.3 In the event SBI Payments terminates the Agreement in whole or in part for the breaches attributable to Service Provider, it may procure, upon such terms and in such manners it deems appropriate, products and services similar to those undelivered, and subject to clause 17 Service Provider shall be liable to SBI Payments for any increase in cost for such similar products and/or services. However, Service Provider shall continue performance of the Agreement to the extent not terminated.
- 16.4 SBI Payments shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities :
- 16.4.1 If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
- 16.4.2 If Service Provider applies to the Court or passes a resolution for voluntary winding up of Service Provider or any other creditor / person files a petition for winding up or dissolution of Service Provider.
- 16.4.3 If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of SBI Payments tantamount to fraud or prejudicial to the interest of SBI Payments or its employee(s).
- 16.4.4 Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.
- 16.5 In the event of the termination of the Agreement, Service Provider shall be liable and responsible to return to SBI Payments all records, documents, data and information including Confidential Information pertains to or relating to SBI Payments in its possession.

16.6 In the event of termination of the Agreement for material breach, SBI Payments shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.

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

## **17 LIMITATION OF LIABILITY**

1. The maximum aggregate liability of Service Provider, subject to clause 17.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.
2. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
3. The limitations set forth in clause 15.1 shall not apply with respect to:
  1. claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;
  2. damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider;
  3. damage(s) occasioned by Service Provider for breach of Confidentiality Obligations;
  4. Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to SBI Payments, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 15.3.2 "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to

the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith. "Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

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

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

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

18.3 In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, SBI Payments at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, SBI Payments shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work.

18.4 During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by SBI Payments, at no extra cost to SBI Payments, for ensuring smooth switch over and

continuity of Services, provided where transition services are required by SBI Payments or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty of Rs.10% of project cost on demand to SBI Payments, which may be settled from the payment of invoices or bank guarantee for the contracted period.

## **19. ARBITRATION**

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

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

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



competent jurisdiction.

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

## **20. GOVERNING LAW & JURISDICTION**

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

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

## **21 . SEVERABILITY**

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.

## **22. POWER TO VARY OR OMIT WORK**

a. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall

be made by Service provider except as directed in writing by Bank. SBI Payments shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service Provider to make any variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service Provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify SBI Payments, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service Provider to make such other modified variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If SBI Payments confirms their instructions Service Provider's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service Provider has received instructions from SBI Payments as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service Provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

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

### **23. Entire Agreement**

- a. This Agreement 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.

- b. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:
  - i. This Agreement;
  - ii. Annexure of Agreement;
  - iii. Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_; and
  - iv. RFP

#### **24. 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. To SBI Payments

23rd Floor, Urmi Estate,  
C.S. No. 156 of Lower Parel Division,  
Ganpatrao Kadam Marg, Lower Parel (W),  
Mumbai 400013

- ii. To Service Provider

\_\_\_\_\_  
\_\_\_\_\_

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

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

- f. Service Provider agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of SBI Payments in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of SBI Payments.
- g. The Parties agree that SBI Payments shall have the right, but without any obligation to monitor and assess the Services to enable SBI Payments to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of Service Provider or the employees of Service Provider.
- h. Service Provider agrees that the complaints/feedback, if any received from the customers of SBI Payments in respect of the Services by Service Providers shall be recorded and Bank/Reserve Bank of India shall have access to such records and redressal of customer complaints by Service Provider.
- i. Service Provider agrees that SBI Payments shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association.

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

**For SBI Payments**

**For Service provider**

WITNESS:

RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.



1.

1.

2.

2.

## Annexure-A

### Other Terms and Penalties

As per Annexure-L of RFP

**ANNEXURE-A1**

**DELIVERABLES/SCOPE OF WORK**

As per Annexure-E of RFP



**Annexure-B**

**INFRASTRUCTURE SUPPORT METRICS**

| Activities                        |                                                                                       | Severity          | Response Time (mins) | Resolution Time (hour/s) | Measurement Criteria |
|-----------------------------------|---------------------------------------------------------------------------------------|-------------------|----------------------|--------------------------|----------------------|
| Operational Task                  | Details                                                                               |                   |                      |                          |                      |
| <i>Monitoring and Maintenance</i> | Requires component replacement of the defective part or arranging a substitute model. | Level 1 /Critical | 15 min.              | 1 hour                   | 99.99 % Uptime       |
|                                   | Other system maintenance issues                                                       | Level 2/ Major    | 30 min               | 2 hours                  |                      |
|                                   | New feature introduction                                                              | Level 3/ Minor    | 45 min               | 3 hours                  |                      |

**Annexure-C**

**SERVICE DESK SUPPORT METRIC**

| SL no. | Service level category      | Service level object                                                                                                                                                         | Measurement range/criteria                                                                                 |
|--------|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| 1.     | Call type level 1,          | Call escalated by SBI team to service provider's support team.<br><br>Service provider's team to proactively monitor the system and alert SBI Payments in case of any issue. | Critical issues to be escalated to service desk in 5 min.                                                  |
|        | Call type level 2 and above | The ticket raised in step 1 should be assigned to L1/L2/L3 of service provider's team                                                                                        | Resolution of the issue to be provided within the stipulated timeframe as mentioned in the SOW of the RFP. |

**SERVICE LEVEL REPORTING/ FREQUENCY**

**SERVICE REVIEW MEETING**

Service Review meeting shall be held annually/ half yearly. The following comprise of the Service Review Board:

- President,
- Members.....

**Annexure-D**

| Report Name | Interval | Recipient | Responsible |
|-------------|----------|-----------|-------------|
|             |          |           |             |

**ESCALATION MATRICS**

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**Annexure-E**  
PENALTY FOR NON-PERFORMANCE OF SLA

| <b>Service level category</b>                     | <b>SLA Measure</b>             | <b>Penalty Calculation</b> |
|---------------------------------------------------|--------------------------------|----------------------------|
| Hardware Uptime                                   | <i>99.99% uptime.</i>          | As per Annexure-A          |
| Delivery Schedule for provision of onsite support | As per Annexure-A              | As per Annexure-A          |
| Installation                                      | As per Annexure-A              | As per Annexure-A          |
| Live in Production                                | As per Annexure-A              | As per Annexure-A          |
| Vulnerability closure and System patching         | As per Annexure-A              | As per Annexure-A          |
| Faults and failure of Product                     | As per Annexure-A              | As per Annexure-A          |
| Non-submission of RCA report                      | As per Annexure-A              | As per Annexure-A          |
| Reports                                           | <i>Monthly Call log Report</i> | NA                         |

RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.



**ANNEXURE-N**

**NON-DISCLOSURE AGREEMENT**

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

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

And

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

And Whereas

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

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

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

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

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

2. **Restrictions**

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

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

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

3. **Rights and Remedies**

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized 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**

**RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.**



(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   |  |  |

RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.



**ANNEXURE-O**

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

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

RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.



|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  |  |  |  |  |
|  |  |  |  |  |  |

ANNEXURE-P

**PRE CONTRACT INTEGRITY PACT**

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

**General**

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

on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20 , between, on the one hand, the SBI Payment Services Private Ltd, a subsidiary company of State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Registered Office at 12<sup>th</sup> Floor, State Bank Bhavan, Nariman Point, Mumbai through its Corporate Office 23rd Floor, Urmi Estate, C.S. No. 156 of Lower Parel Division, Ganpatrao Kadam Marg, Lower Parel (W), 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 \_\_\_\_\_, Chief Operating Officer (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

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

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance

with the relevant law in the matter and the BUYER SBI PAYMENTS is a subsidiary of State Bank of India performing Merchant Acquiring functions for State Bank of India.

NOW, THEREFORE,

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

- Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any 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 service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7 The BIDDER, at the earliest available opportunity, i.e. either while



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

- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

### **3. Previous Transgression**

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

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

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

conclusive proof for making such payment to the BUYER.

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

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

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

BUYER shall not be required to assign any reason therefore.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

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

#### **6 Fall Clause**

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

#### **7. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and

documents in English and shall extend all possible help for the purpose of such examination.

**7 Law and Place of Jurisdiction**

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

**8 Other Legal Actions**

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

**9 Validity**

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

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

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

For BUYER

For BIDDER

Name of the Officer.

**RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.**



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.**

**RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.**



**Annexure -Q**

**Certificate of Local Content**

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

Date:

To

The Chief Operating Officer,  
SBI Payment Services private Limited,  
23<sup>rd</sup> Floor, Urmi Estate,  
C.S. No. 156 of Lower Parel Division,  
Ganpatrao Kadam Marg, Lower Parel (W),  
Mumbai 400013

Dear Sir,

**Ref. : RFP No. : SBI PAYMENTS/VM/2024-25/01 dated 04<sup>th</sup> April 2024**

This is to certify that proposed \_\_\_\_\_ model of \_\_\_\_\_ make with native application is having the local content of \_\_\_\_\_ % as defined in para 17.7 of Appendix I of RFP No. SBI Payments/VM/2024-25/01 dated 04<sup>th</sup> April 2024<sup>31<sup>st</sup> July 2023</sup> and amendment thereto.

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated May 28, 2018.

**Signature of Statutory Auditor/**

**Cost Auditor**  
Registration Number:  
Seal



**RFP for procurement of supply, installation, commissioning and maintenance of servers, switch, backup devices, software licenses etc.**



**Counter-signed :**

**Bidder**

**OEM**

The Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.