



REQUEST FOR PROPOSAL  
THROUGH GeM PORTAL  
FOR PROCUREMENT OF 1000 (+/- 25% BUFFER QUOTA) AUTO-FLIP BARCODE BASED  
PASSBOOK PRINTING KIOSKS (SWAYAM) WITH COMPREHENSIVE ANNUAL  
MAINTENANCE CONTRACT (AMC) SERVICES

Ref: SBI/ACV/2024-25/004 dated: 05.06.2024 with  
[Corrigendum-I](#) dated 15.06.2024

GEM BID No: GEM/2024/B/5016419

State Bank of India,  
Anytime Channel Department,  
Corporate Centre  
3<sup>rd</sup> Floor, The Arcade,  
World Trade Centre, Cuffe Parade,  
Mumbai – 400005

**Schedule of events**

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Name: Shri Kamlesh Verma Designation: DGM (I&R) Anytime Channel Department, State Bank of India, 3 <sup>rd</sup> floor, The Arcade, World Trade Centre, Cuffe Parade, Mumbai 400005. Email IDs: <a href="mailto:dgmac.ir@sbi.co.in">dgmac.ir@sbi.co.in</a> <a href="mailto:cmac2.ir@sbi.co.in">cmac2.ir@sbi.co.in</a> Contact Numbers: 022-6951 8809 / 022-6951 8828 9406903817 / 9890671970
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website <a href="https://bank.sbi">https://bank.sbi</a> , GeM portal <a href="https://gem.gov.in">https://gem.gov.in</a> and <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> (CPPP Portal) from 5 <sup>th</sup> June 2024 @ 03:00 PM. Any amendments/corrigendum, modifications & any communication etc. shall be uploaded on the above sites and replies to pre-bid shall be replied on GeM portal. No individual communication will be sent to the individual bidder.  The Bank reserves the right to Cancel or postpone the tender at any stage without assigning any reason whatsoever.
3	Last date for requesting Pre-Bid Queries	Up to 3:00 pm on 11 <sup>th</sup> June 2024. Participating bidders may submit their queries online by e-mail to <a href="mailto:dgmac.ir@sbi.co.in">dgmac.ir@sbi.co.in</a> cc to <a href="mailto:cmac2.ir@sbi.co.in">cmac2.ir@sbi.co.in</a> as per GeM functionality. <ol style="list-style-type: none"><li>1. Subsequent changes/amendments made, based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be a part of the RFP document and shall be uploaded/replied on GeM Portal only.</li><li>2. No oral or individual consultation shall be entertained.</li><li>3. Non reply to any of the queries raised by the vendors shall NOT be considered as acceptance of the query/issue by the Bank</li></ol>

RFP FOR PROCUREMENT OF 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT SERVICES.



Sl No	Particulars	Remarks
4	Online Pre - bid Meeting and date.	Online Pre – Bid meeting with prospective bidders shall be conducted as per functionality available on GeM Portal or online/offline on 12 <sup>th</sup> June 2024 @ 3.00 pm as per discretion of Bank.
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	Up to 19 <sup>th</sup> June 2024
6	Last date and time for Bid submission	<del>Up to 03.00 pm (time) on 29<sup>th</sup> June 2024</del> Up to 03.00 pm (time) on 5 <sup>th</sup> July 2024
7	Address for submission of Bids <i>(Please incorporate details of e-Procurement Agency portal wherein online bid has to be submitted)</i>	Online documents to be uploaded on GeM portal. <a href="https://gem.gov.in/">https://gem.gov.in/</a> Name: Shri Kamlesh Verma Designation: DGM (I&R) State Bank of India, Corporate Centre Anytime Channel Department 3 <sup>rd</sup> floor, The Arcade, World Trade Centre, Cuffe Parade, Mumbai 400005
8	Date and Time of opening of Technical Bids	<del>04.00 pm on 29<sup>th</sup> June 2024</del> 04.00 pm on 5 <sup>th</sup> July 2024
9	Opening of Indicative Price Bids	Price bid of technically qualified bidders shall be open online as per GeM functionality.
10	Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid(s) as per the guidelines of GeM portal only.
11	Tender Fee	<b>Rs.25000/-</b> Amount should be deposited through Demand Draft, favoring <b>State Bank of India</b> payable at Mumbai, against this RFP before submission of bid. The tender fee will be non-refundable. Demand Draft date should not be prior to bid published date.

Sl No	Particulars	Remarks		
		(Firms that are eligible for exemption from the tender document fee such as MSEs have to submit a copy of documents in support of this exemption.)		
12	Earnest Money Deposit (Micro & Small Enterprises (MSE) units and Start-ups are exempted from payment of EMD provided the product/services they are offering, are manufactured /rendered by them.)	<p>The EMD for an amount of <b>₹ 0.92 crores</b> in the form of a bank guarantee as per the format prescribed in <b>Appendix R</b>.</p> <p>The categories of sellers mentioned in clause 4. xiii (m) of "General Terms and Conditions on GeM 4.0 (Version 1.14) dt 31st Jan 2024" shall be exempted from furnishing Bid security (<a href="#">suitable valid Certificate where applicable to be uploaded and submitted</a>).</p> <p>EMD shall be valid up to 270 days from bid submission date, to be submitted physically to DGM (I&amp;R) State Bank of India, Corporate Centre Anytime Channel Department 3<sup>rd</sup> floor, The Arcade, World Trade Centre, Cuffe Parade, Mumbai 400005.</p> <p>Subscribed EMD for RFP no. SBI/ACV/2024-25/004 dated: 5<sup>th</sup> June 2024 <a href="#">with Corrigendum-I dated 15.06.2024</a> issued by Scheduled commercial Bank in India other than State Bank of India drawn in favor of State Bank of India payable at Mumbai.</p> <p>Bidder should submit EMD and Tender Fee separately. EMD date should not be prior to bid Published date.</p>		
13	Performance Bank Guarantee (PBG)	<table border="1"> <tr> <td>5% of Total Cost of Ownership (TCO) for the entire period of the contract.</td> <td>Bank Guarantee [on the lines of <b>Appendix-J</b>, issued by Scheduled Commercial Bank in India, other than State Bank of India, drawn in favor of State Bank of India payable at Mumbai. Bank guarantee should be valid for 86 months from the effective date of the Contract. In case bank extends the contract further, PBG to be provided as per the percentage specified in original contract. (In case SBI is the sole Banker for the bidder, a Letter of Comfort from SBI may be accepted.)</td> </tr> </table>	5% of Total Cost of Ownership (TCO) for the entire period of the contract.	Bank Guarantee [on the lines of <b>Appendix-J</b> , issued by Scheduled Commercial Bank in India, other than State Bank of India, drawn in favor of State Bank of India payable at Mumbai. Bank guarantee should be valid for 86 months from the effective date of the Contract. In case bank extends the contract further, PBG to be provided as per the percentage specified in original contract. (In case SBI is the sole Banker for the bidder, a Letter of Comfort from SBI may be accepted.)
5% of Total Cost of Ownership (TCO) for the entire period of the contract.	Bank Guarantee [on the lines of <b>Appendix-J</b> , issued by Scheduled Commercial Bank in India, other than State Bank of India, drawn in favor of State Bank of India payable at Mumbai. Bank guarantee should be valid for 86 months from the effective date of the Contract. In case bank extends the contract further, PBG to be provided as per the percentage specified in original contract. (In case SBI is the sole Banker for the bidder, a Letter of Comfort from SBI may be accepted.)			

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14	Contact details of e-Procurement agency appointed for e-procurement	Please visit : <a href="https://gem.gov.in">https://gem.gov.in</a>
15	Delivery schedule	As per Roll Out Plan given in Scope of Work (Appendix-E)
16	Terms of payment	<p>1) Full payment on operationalization of the machine. Subjected to submission of certificate of installation, undertaking from concern Branch Manager / Authorized Bank official regarding de-grouting of existing machine (if applicable) / grouting of new machines (if applicable) and satisfactory working of Swayam as per Appendix-V.</p> <p>2) AMC payment will be made on quarterly basis by respective LHOs on completion of the quarter.</p> <p>All payments will be made by DGM (CMCS) department of respective LHOs on submission of bills/ invoices, delivery certificates, installation certificates and satisfactory performance certificates. All the certificates are to be obtained from the linked branch and to be submitted to respective LHOs.</p>
17	Delivery locations	Pan India locations as advised by the Bank.
18	Important Instructions	<p>The bid documents and commercial bid shall be submitted online on GeM portal only as per provision of this RFP document and terms &amp; conditions of GeM portal.</p> <p>Please make sure that all the documents are properly scanned and are legible to read.</p> <p>Earnest Money Deposit in the form of Bank Guarantee, Tender fee Demand Draft, Pre-Integrity pact and all such Declarations/ Forms/ Formats/ Documents etc. asked in the RFP, which need to be submitted on Stamp Paper shall be submitted both Online (Scanned Copy) on GeM portal and Offline (Physical Copy) in the Tender Box by the bidder before bid submission timeline at: DGM (I&amp;R)</p>

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Sl No	Particulars	Remarks
		<p>State Bank of India, Corporate Centre Anytime Channel Department 3<sup>rd</sup> floor, The Arcade, World Trade Centre, Cuffe Parade, Mumbai 400005 Offline documents shall reach us by <del>29<sup>th</sup> June 2024 up to 03.00 pm (time)</del> 5<sup>th</sup> July 2024 up to 03.00 pm (time). The Envelope containing Offline documents as mentioned above shall contain the name and address of the bidder and name of RFP. If the envelope containing such documents is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.</p> <p>The information and documents provided by the bidders in response to this RFP shall become the property of the Bank and will not be returned. Only the Bank Guarantee towards Earnest Money Deposit/Bid Security shall be returned in accordance with relevant clause(s) of this RFP.</p>

Note:

- Bids shall be opened as per the process and guidelines of GeM Portal. Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after the specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.
- The bidder shall upload all the requisite documents while submitting the bid online on GeM portal as per the terms, conditions, and process of GeM Portal. It is the bidder's responsibility to ensure submission of all documents at the time of submission of bid online and no request in this regard shall be entertained post completion of bidding timeline.

**Part-I**

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**1. INVITATION TO BID:**

- A. **State Bank of India** (herein after referred to as '**SBI/the Bank**'), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group** or '**SBG**' hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBG** for Procurement, installation, commissioning and maintenance of 1000 SWAYAM kiosks i.e. Auto-flip Passbook Printing kiosks across the length and breadth of the country, with the scope for up to +/- 25% buffer quota of SWAYAM kiosks (250), if required, at the sole discretion of the Bank with comprehensive Annual Maintenance Contract (AMC) etc. The procurement will be for a period of 7 years (1year warranty and 6 years comprehensive AMC) and further extension up to 3 years (in one or more tranches) at the sole discretion of the Bank on revised AMC rate as per clause 19(g) of Appendix-L.
- B. In order to meet the IT hardware, software and other requirements, the Bank proposes to invite online Bids (through GeM portal) from eligible Bidders to undertake supply, installation, testing, commissioning and maintenance of Auto-flip Barcode Based Passbook Printing kiosk (AF-BBPPK) as per details/**scope of work** mentioned in **Appendix-E** of this RFP document.
- C. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in Appendix-B of this RFP and willing to provide the Product and Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- D. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- E. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Product and Services desired in this RFP.
- F. This RFP document shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
- G. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed Product and Services for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary

experience, capability & expertise to provide SBI the proposed Product and Services adhering to Bank's requirements outlined in this RFP.

H. All existing Compliances of Guidelines / Advisory / Orders/ statutory Instructions/ SOP issued by Bank, State / District / Local Administration / GoI / IBA / RBI / MHA / NPCI etc. to be followed and complied by the successful bidders ab-initio and throughout the contract period for each machine / site. Any new future guidelines /advisory by any statutory / regulatory authority shall be complied without any cost to the Bank and within the timeline advised by the authority.

## 2. **DISCLAIMER:**

- A. 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, is subject to the terms and conditions set out in this RFP.
- B. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.
- C. The purpose of this RFP is to provide the Bidder(s) with information to assist with the 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, analysis, should check the accuracy, reliability and completeness of the information contained in this RFP wherever necessary obtain independent advice/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- D. The Bank, 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.
- E. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- F. 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.

- G. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank 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.
- H. The terms and conditions written in this RFP document shall supersede any conflicting terms and conditions mentioned in GeM portal. The Bank's interpretations and decisions will be final and binding on the bidders.

### 3. DEFINITIONS:

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

- A. **“Bank / Purchaser / SBI”** ‘means State Bank of India (Corporate Centre at Mumbai), various other offices (LHOs/Head Offices/Administrative Offices/Regional Business Offices/Global Link Services, Global IT Centre etc.) of State Bank of India, domestic and foreign branches/other offices, Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures, other exchange companies available at various locations and managed by the Bank.
- B. **“Applicant/ Bidder/ Service Provider/System Integrator”** means an eligible entity/ firm submitting a Proposal/the Bid in response to this RFP
- C. **“Bid”** means the written reply or submission of response to this RFP.
- D. **“The Contract”** means the agreement entered between the Bank 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.
- E. **“SWAYAM”** means Auto-flip Barcode Based Passbook Printing kiosk (AF-BBPPK) which is an automated kiosk wherein customer can print their passbook on their own. AF-BBPP kiosk recognizes the account details from the Barcode/magnetic strip/QR code placed on the Passbook, through these details' kiosk fetches the account and transaction details and prints it on passbook.
- F. **“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.



- G. **“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 (lowest in reverse auction) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- H. **“The Project”** means supply, installation, testing and commissioning, integration of hardware, software and services with support etc. under Warranty and annual maintenance contract. if required for the contract period and the extensions thereof.
- I. **“The Project Site”** means locations where supply and services as desired in this RFP document are to be provided.
- J. **“Comprehensive Annual Maintenance Contract (AMC)”** means It would be the annual cost of maintenance of equipment (Hardware & Software, including all types of parts repair / replacement, replacement of Consumables excluding ribbons) and Services associated thereto, and annual maintenance contract is a business arrangement for ongoing maintenance agreed by the manufacturing facility and service provider including overall maintenance of products and supply of Consumables etc.
- K. **“RFP” means** The request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.
- L. **“Warranty Effective Date”** means the date when the machine is made operative i.e. commencement of printing passbook.
- M. **“Warranty Period”** shall mean a period of one year from the Warranty Effective Date.
- N. **“Maintenance Effective Date”** shall the date immediately succeeding the completion of Warranty Period, till contract period and extension thereof if any.
- O. **“Public Holidays”** shall mean public holidays under NI Act., at the place where the Equipment is located, when banks are closed for business.
- P. **“Response Time”** means interval between the trigger or alert generated by Bank’s to service provider and latter’s arrival time at the respective Machine.
- Q. **“L1/L2/L3 ...so on”** The L1 price / rate is the lowest TCO value discovered during the Online Reverse Auction Process. The next price / rate with subsequently higher quoted value than L1 price / rate will be L2 price / rate and so on.

- R. **“Commencement of Services”** shall mean the date on which the newly commissioned machine under this RFP is made **“Operational”** and available to customer for Printing Passbook.
- S. **“The Equipment/Product/Endpoint”** means all the hardware, it’s all components, associated software/firmware/operating software which the Vendor is required to supply to the Bank under the Contract.
- T. **“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.
- U. **“GeM”** Government e Market is the online marketing place developed by the ministry of commerce for common use goods and services.

#### 4. **SCOPE OF WORK:**

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

#### 5. **ELIGIBILITY AND TECHNICAL CRITERIA:**

- A. Bid is open to all Bidders who meet the eligibility, technical and functional specifications criteria as given in **Appendix-B & Appendix-C** of this document respectively. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- B. Bidders to note that:
  - B.1 Bidders shall provide (AF-BBPPK) SWAYAM Machines, with Hi-Resolution touch Screen, integrated UPS power back-up (wherever required), consumables etc. as detailed in the RFP Document.
  - B.2 The SWAYAM (AF-BBPPK) Machine of a particular OEM can be supplied by either the OEM themselves or through their authorized dealer / bidder. In cases where the manufacturer / OEM has submitted the bid, the bids of its authorized dealer / Bidder will not be considered.

- B.3 One bidder can supply SWAYAM Machines of one or more OEMs. In this scenario the classification of the bidder as Class I or Class II will be defined based on the local content percentage of the proposed machines, which ever has the lowest local content percentage.
- B.4 The OEM must supply the same model with the same specifications to all the bidders who propose to supply machine from that OEM.
- C. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed by the Govt. of India (**Appendix-Q**) duly signed by the Bidder on each page and witnessed by two persons. The **Pre-Contract Integrity Pact** shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.
- D. During testing of the supplied SWAYAM (AF-BBPPK) in the Bank's IT-Lab, if the machine is found to be incompatible with Bank's existing software, and despite several developments / customizations / modifications by the OEMs, the machine remains incompatible, Bank reserves the right to disqualify that bidder and assign the allocated quota to other successful bidder of this RFP whose machine is tested to be compatible. The timeframe for testing on banks software and several developments / customizations / modifications by the OEMs to make their machines compatible shall be within 60 calendar days from the date of commencement of testing by the Bank. Bank may, at its sole discretion, provide extensions to this timeframe, if deemed necessary. In case, if the machines of successful bidder is incompatible, Bank at its sole discretion may allocate the respective quotas to other successful bidder (identified in Reverse Auction process). Bank may give the entire procurement to a single vendor whose machine is tested to be compatible in case a single bidder situation arises.

## 6. COST OF BID DOCUMENT:

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



**7. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:**

- A. Bidder requiring any clarification of the bidding document may notify through On-line mode. Bidder must necessarily mention the page no. & clause No. of RFP before raising the pre-bid queries within the date/time mentioned in the schedule of events.
- B. A pre-Bid meeting will be held online or in person (as per bank discretion) on the date and time specified in the Schedule of Events as per GeM Functionality which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- C. The queries received (without identifying source of query) and response of the Bank thereof will be posted at the GeM portal.
- D. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the GeM portal regularly till the date of submission of Bid document specified in the Schedule of Events and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.
- E. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- F. Queries received after the scheduled date and time will not be responded/acted upon.
- G. In case of conflict w.r.t. any clause between the Pre-bid responses released by Bank and this RFP {with its Corrigendum(a)}, the content mentioned in the RFP {with its Corrigendum(a)} will prevail.



**8. CONTENTS OF BID DOCUMENT:**

- A. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- B. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- C. Nothing in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto.
- D. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- E. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal. if bidders made any concealment or false statement in RFP then their proposal / bid to be cancelled /rejected.

**9. EARNEST MONEY DEPOSIT (EMD):**

- A. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.
- B. EMD is required to protect the Bank against the risk of Bidder's conduct.
- C. The EMD should be in form of Bank Guarantee (as prescribed in **Appendix-R**) issued in favour of State Bank of India by any scheduled commercial bank in India. In case, SBI is the sole banker of the Bidder, a Letter of Comfort from SBI would be acceptable. However, if EMD is in form of Bank Guarantee, scanned copy of original EMD Bank Guarantee should be uploaded on GeM portal along with technical bid. Original EMD Bank Guarantee should be delivered through registered post/courier or given in person to the Bank at the address specified in Schedule of Events, within the bid submission date and time for the RFP.

- D. Any Bid not accompanied by EMD for the specified amount and not submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.
- E. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful subject to clause 9(H).
- F. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Appendix-J**.
- G. No interest is payable on EMD.
- H. **The EMD may be forfeited: -**
- (i) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
  - (ii) if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or
  - (iii) 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
  - (iv) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish any type of Bank Guarantee(s), within the specified time period in the RFP.
  - (v) If the machines supplied by the successful bidder(s) are incompatible with the Bank's existing software despite several developments / customizations / modifications by the OEMs then the Bank will disqualify the successful bidder(s).

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

## 10. BID PREPARATION AND SUBMISSION:

**10.1 e-Tendering through GeM:** This tender will follow e-Tendering guidelines of GeM portal under which the bidding process shall be conducted by the Bank. Bidder shall necessarily

register on GeM portal for participating in the bid. Vendors will have to abide by terms and conditions of GeM portal for participating the bidding process.

#### e-Tendering

10.1.1 This tender will follow e-Tendering process [e-bids] as under which will be conducted through GeM portal as under:

- 10.1.1.1 Publish of Tender
- 10.1.1.2 Online Pre-Bid Queries
- 10.1.1.3 Pre-Bid Meeting: Online/Offline
- 10.1.1.4 Online Response of Pre-Bid Queries.
- 10.1.1.5 Corrigendum/Amendment (if required)
- 10.1.1.6 Bid Submission
- 10.1.1.7 Tender Opening
- 10.1.1.8 Tender Evaluation
- 10.1.1.9 Reverse Auction with Qualified bidders.
- 10.1.1.10 Tender Award.

10.1.2 It is Bidders responsibility to get themselves accustom to GeM portal functionalities like (Registration, bid process, bid submission, reverse auction etc.).

10.1.3 The Vendors are required to have digital certificates well in advance to participate in e-Tendering to be conducted through GeM portal. Vendors will have to abide by e-Business rules framed by the Bank in consultation with GeM portal.

10.1.4 No consideration will be given to e-bids received after the date and time stipulated and no extension of time will be permitted for submission of e-Bids. Bank reserves the right to extend or reject the entire e-bid and cancel the entire tender without assigning any reason thereof at any stage.

10.1.5 The decision of the bank regarding this tender shall be final and binding on all the bidders. All disputes or differences in connection with this tender shall be subject to the jurisdiction of the courts at Mumbai.

#### 10.2 Bidders may please note:

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

10.2.1.2 While submitting the Technical Bid, literature on the hardware and its associated operating software, Software Solution/ service should be uploaded.

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

- 10.2.1.4 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 (Authorised through a Board resolution) and stamped with the official stamp of the Bidder.
- 10.2.1.5 Bids are liable to be rejected if only one (i.e., Technical Bid or Indicative Price Bid) is received.
- 10.2.1.6 Prices quoted by the Bidder shall remain fixed for the period during the terms of the contract 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.
- 10.2.1.7 If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- 10.2.1.8 The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- 10.2.1.9 The Bidder must provide specific and factual replies to the points raised in the RFP.
- 10.2.1.10 The Bid shall be typed or written in indelible ink and shall be digitally signed by the Bidder or persons duly authorized to bind the Bidder to the Contract and to be uploaded in the portal.
- 10.2.1.11 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 and to be uploaded on the GeM portal.
- 10.2.1.12 Any inter-lineation, erasures or overwriting shall be valid only if these are initialed by the person signing the Bids.
- 10.2.1.13 The Bank reserves the right to reject Bids not conforming to above.
- 10.2.1.14 All the envelopes shall be addressed to the Bank and uploaded at given as per the schedule of events and should have name and address of the Bidder.
- 10.2.1.15 The Vendors are required to have e-sign as per GeM portal functionality (Which is at par with digital signatures as per Information Technology Act- 2000 (Amendment 2008) and it works based on details available in Aadhaar database of UIDAI) well in advance to participate in e-Tendering to be conducted through GeM portal. Vendors will have to abide by e-Business rules framed by GeM portal.
- 10.2.1.16 Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process.

The Bank shall not be held responsible for any sort of delay, or the difficulties faced by the Bidder(s) during the submission of online Bids.

10.2.1.17 Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened due to virus or otherwise, during Bid opening, the bid is liable to be rejected.

### 10.3 Documents to be submitted OFFLINE:

10.3.1 The envelope is to be prominently marked as “Documents for providing Auto-flip Barcode Based Passbook Printing kiosk (AF-BBPPK) and Support Services in response to the RFP No. SBI/ACV/2024-25/004 Dated: 05.06.2024 with Corrigendum-I dated 15.06.2024 This envelope should contain following documents and properly sealed:

- 10.3.1.1 Tender Fee Demand Draft.
- 10.3.1.2 EMD Bank Guarantee as per format in **Appendix-R** or **Document for EMD exception**.
- 10.3.1.3 Pre-Contract Integrity Pact as per format in **Appendix-Q**.

### 10.4 Documents to be submitted ONLINE (upload documents):

- 10.4.1.1 Upload all Appendix asked by Bank duly stamped and signed by authorized persons under this RFP.
- 10.4.1.2 Upload documents required in Specific response with supporting documents in respect of Eligibility Criteria as mentioned in Appendix-B and technical eligibility criteria on the lines of Appendix-C.
- 10.4.1.3 Bidder’s details as per Appendix-D on Bidder’s letter head
- 10.4.1.4 Audited financial statement and profit and loss account statement as mentioned in RFP.
- 10.4.1.5 A copy of latest and specific board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
- 10.4.1.6 KYC (Aadhar and PAN) of Authorized Signatories.
- 10.4.1.7 Upload a complete write up on security features of the SWAYAM (Auto-flip Barcode Based Passbook Printing Kiosk) must be provided with the relative technical bid and all tech specs Brochure.
- 10.4.1.8 Upload RFP document duly stamped and signed on each page by an authorized signatory.

**11. DEADLINE FOR SUBMISSION OF BIDS:**

- A. Bids must be received at the GeM portal and by the date and time mentioned in the Notice Inviting e-Tender as per schedule of events.
- B. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received up to the appointed time on the next working day.
- C. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted at the GeM portal by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
- D. Any Bid received after the deadline for submission of Bids prescribed at the portal, will be rejected.
- E. Wherever applicable, the bidder shall submit the original Tender fee Demand Draft, EMD Bank Guarantee and Pre-Contract Integrity Pact together with their respective enclosures and seal it in *an envelope and mark the envelope as "Technical Bid Documents for providing Auto-flip Barcode Based Passbook Printing kiosk (AF-BBPPK) in response to the RFP No. SBI/ACV/2024-25/004 Dated: 05.06.2024 with Corrigendum-I dated 15.06.2024"* The said envelope shall clearly bear the name of the project and name and the address of the bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in of schedule of events, failing which bid will be treated as non-responsive.

**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 at the GeM portal, prior to the deadline prescribed for submission of Bids.
- B. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- C. 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.

**13. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA):**

- A. Bid shall remain valid for duration of 180 days from Bid submission date excluding testing time at Bank IT-Lab.
- B. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- C. Once Purchase Order or Letter of Intent is issued by the Bank, 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 Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the SBI, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

**15. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:**

- A. 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. The technical bids will be opened on GeM Portal.
- B. In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agreeing 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.
- C. The Bank will examine the Bids to determine whether they are complete, and all documents/appendix(es) have been submitted, required formats have been furnished, the





documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion, waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

- D. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding document in toto, without any deviation.
- E. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- F. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Software, service, hardware, operating software/firmware proposed to be offered by them.
- G. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

**16. TECHNICAL EVALUATION:**

- A. 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 the Bank, the capability of the Product to support all the required functionalities at their cost in their lab or those at other organizations where similar Product is in use.
- B. The Bank reserves the right to evaluate the Bids on technical & functional parameters including factory/workplace visit and witness demos of the system and verify functionalities, response times, etc.
- C. Bank may evaluate the technical and functional specifications of all the equipment quoted by the Bidder.
- D. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.
- E. The evaluation may also consider:



- i. 'The product to be supplied/services offered by the Bidder to any noticeable bank in India. The Bidder should furnish the details.
- ii. Does the proposed product handle the projected volumes and offer a proven solution to meet the requirements?
- iii. Is the product offered by the Bidder a complete system or does it have integrations with third party solutions?
- iv. Upgrade(s) assurance by the Bidder as per requirements of the Bank for the duration of the project.
- v. Capability of the proposed product to meet future requirements outlined in the RFP.
- vi. Support on open platforms and products based on latest technology (both hardware, software, operating software/firmware, database).
- vii. Bidder support facilities: Support requirements like online support/ email support/ offline support, time period.
- viii. Bidder will support the Bank as required in peak days of business (month-end and start of the month) and during switching over process from PR to DR and vice versa.
- ix. Bidder should comply with the mandatory requirements as given in appendix C.

**17. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:**

- A. The indicative price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.
- B. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by GeM portal only, details of which are given in schedule of events. The business rules, terms and conditions of the reverse auction process are available on the Gem Portal. (<https://gem.gov.in>)
- C. Shortlisted Bidders shall be willing to participate in the reverse auction process and must have a valid digital signature certificate. Such Bidders shall get themselves acquainted with GeM Portal functionality. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / GeM.
- D. Successful Bidders (L1, L2 etc) will be on the basis of total cost of the ownership as discovered through the Reverse Auction Process and not on the basis of individual components of the Price Bid.
- E. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Appendix-F** within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action.
- F. As per the guidelines from the Government of India, Department of Procurement for

Industry, and Internal Trade, (DPIIT) the bidders must ensure that all the items supplied under this RFP should preferably be sourced from Indian manufacturers.

G. 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, the Bank reserves the right to reject all such incomplete Bids.

H. The basis of arriving at the item-wise price break-up i.e. price of individual components to the discovered price in reverse auction shall be in the same proportion as was given in the Indicative Commercial Bid, which shall be advised to the selected bidder by Bank while issuing the Purchase Order.

This is explained by way of an example below:

Example: (Will apply also to sub-items under each Serial Number)

**Illustration**

Particulars	Indicative Price Bid Quote (INR)	Proportion to Total Cost (in %age)	L1 Price (INR) Through reverse auction	Final price should be(INR)*
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>
(1) Item 1	25	13.16		9.87
(2) Item 2	50	26.32		19.74
(3) Item 3	75	39.47		29.60
(4) Item 4	40	21.05		15.79
<b>(5) Grand Total (1 + 2 + 3 + 4)</b>	<b>190</b>	<b>100</b>	<b>75</b>	<b>75</b>

**18. CONTACTING THE BANK:**

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

**19. AWARD CRITERIA AND AWARD OF CONTRACT:**

- A. The Bank intends to allocate the procurement quantity among Maximum of Two ( 02) Bidders (L1 & L2). The Bidders will be selected as L1 & L2 on the basis of the total cost of ownership (TCO) price discovered in the Reverse Auction, provided L2 match the Reverse Auction TCO rate of L1, including all the line-item wise rates of L1 (i.e., discovered rate of the Indicative Commercial Bid). The allocation of percentage and Number of SWAYAMs shall be as per the following: -

BIDDER	L1	L2	TOTAL
PERCENTAGE ALLOCATION	70%	30%	100%
NUMBER OF MACHINES ALLOCATION	700	300	1000

- In case of buffer quota invocation, the allotment will be on the same ratio as above.
- B. If only 1 bidder qualifies the technical bid, then Bank reserve the rights to Re-float the

RFP OR award the contract to the qualified single bidder as per Bank's sole discretion.

- C. If successive bidder does not match the discovered reverse auction rate of L1, the Bank may offer the next bidder to match the L1 rate and allocate the quantity as per PPP – MII guidelines.
- D. In case, none of the bidders match the discovered reverse auction rate of L1, the Bank reserves the right to allocate the entire procurement quantity to L1.
- E. Bank will notify successful Bidder(s) (L1 & L2) through GeM portal in writing by letter or email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the Bank within 02 (Two) **working days**, duly Accepted, Stamped and Signed by Authorized Signatory (duly authorised through a Board Resolution in this regard) in token of acceptance.
- i. The L1 bidder emerging at the end of the Reverse Auction process shall be required to submit the break-up of their Final price (last bid price) again as per Appendix-F within 02 (Two) **working days** in GeM portal. Failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeit of the EMD with the Bank and/or debar the bidder from participating in future tenders.
- ii. The notification of award will constitute the formation of the Contract.
- F. Until the execution of a formal contract, this RFP document with its corrigenda (if any), together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder(s).
- G. The successful bidder shall be required to enter into a Bank's Standard contract / SLA (Service Level Agreement) as per the clauses provided in RFP with the Bank, within the timeline advised by the Bank along with Non-Disclosure Agreement, Performance Bank Guarantee for the amount and validity as desired in para 26 and strictly on the lines of format given at **Appendix-J** and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. The contract/ agreement will be based on Bidders' offer document with all its enclosures, modifications arising out of negotiation /clarifications etc and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc.
- H. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- I. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- J. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and

forfeiture of the EMD and/or PBG.

**K. Basis of allotment:**

- i. Guidelines on Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated May 28, 2018 -Revision order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and as per subsequent guidelines issued by Govt of India procurement manual updated up to June 2022 and clarification office memorandum 04<sup>th</sup> March, 2021 regarding non-local suppliers in respect of imported products shall be applicable .
- ii. **For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order) and revision thereto:**
  - 1) **“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.
  - 2) **“Class-I local supplier”** means a supplier or service provider whose products or service offered for procurement meets the minimum local content as prescribed for ‘Class-I local supplier’ hereunder
  - 3) **“Class-II local supplier”** means a supplier or service provider whose products or service goods, services or works offered for procurement meets the minimum local content as prescribed for ‘Class-II local supplier’ Class-II local supplier shall not get any purchase preference under this RFP.
  - 4) **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.
  - 5) **“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%.
  - 6) As per instructions / clarifications from Government of India Ministry of Commerce and Industry vide Office Memorandum No. P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04<sup>th</sup> March 2021, **the bidders offering imported products will fall under the category of non-local suppliers they cannot claim themselves as Class I Local Suppliers/ class II Local Suppliers** by claiming the services such as transportation, insurance, installation, commissioning, training and after sales services like comprehensive AMC/ CMC etc. as local value addition and as per clarification

given by DPIIT from time to time. Hence for the purpose of deciding the local content, the local content of machine (SWAYAM) only shall be considered.

- iii. The allotment will be done in terms of said Order, as under:
- a. **In case when all bidders are Class-1 Local Supplier:** - Allocation among the bidders will be done as mentioned in the “**AWARD CRITERIA AND AWARD OF CONTRACT**” clause(s) of this RFP.
  - b. **In case of Mix of bidders i.e., Class-I Local suppliers and Class-II Local suppliers:** Purchase Preference in allotment of order quantity to Class-I Local supplier over Class-II supplier shall be given as under: -

Purchase Preference applicability in tenders where contract is to be awarded to multiple bidders:

- 1) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- 2) If L1 price is from a Class II Local Supplier, then at least 50% quantities will be allocated among Class-I Local Suppliers bidder(s) subject to the Class-I local suppliers match the L1 price (including the line item-wise price of L1), provided the Class-I local supplier's quoted price falls within the margin of purchase preference (within 20 percent of L1 price). In case, if no other 'Class I Local suppliers' agree to match the L1 price, the entire quantity (100%) will be allocated L1. Bank's decision in this regard shall be final and binding to all Bidders.
- 3) Benefits to Micro and Small Enterprises (MSEs) as per the guidelines of Public Procurement Policy issued by Government of India: As per the above policy, Bank reserves the rights to procure atleast 25% of the total requirements, from Micro and Small Enterprises (MSEs) provided such MSEs are complying with the eligibility criteria and technical specifications of this RFP, quote their price within the price band of L1+15% and agree to bring down their price to L1 price. {Note: L1 is the least price discovered through the Reverse Auction Process}. Bank decision in this regard shall be final and binding to all Bidders.

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- 4) In case of any dispute / ambiguity/ doubt, provisions of public procurement (preference to make in India) order 2017 revision dated 16<sup>th</sup> Sept 2020 and Manual for Procurement of Goods updated as on June 2022 and clarification given by DPIIT from time to time, will prevail. Bank decision in this regard shall be final and binding to all Bidders.

**L. Verification of Local content:**

- i. The 'Class-I local supplier' / 'Class-II local supplier' at the time of submission of bid shall be required to provide a certificate as per **Appendix-I** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) and Company Secretary of the company giving the percentage of local content requirement for 'Class-I local supplier' / 'Class-II local supplier' as the case may be and as per appendix I2 for self-certification.
- ii. False declaration (verification of local content) will be in breach of the code of integrity under rule 175 (1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to 2 years as per rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

**M. For any scenario after award of contract to successful bidders:**

- i. If any Successful bidder refuses or non-compliant to any of the terms and conditions of the RFP / SLA at any stage of RFP / in any year of contact period then there quantity will be awarded to other successful bidder under this RFP.
- N. Total cost of Products / Services along with cost of all items specified in **Appendix-F** would be the Total Cost of Ownership (TCO) / Total Project Cost and should be quoted by the Bidder(s) in indicative price bid and reverse auction.
- O. The successful Bidder will have to submit Non-disclosure Agreement (NDA), Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in Appendix N of this RFP together with acceptance of all terms and conditions of RFP.
- P. 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.
- Q. The successful Bidder shall be required to enter into a Contract and submit the Performance Bank Guarantee. Upon receipt of Banks instruction, Successful Bidder shall have to submit Performance Bank Guarantee within 10 days. Purchase Order shall be released only after receipt of Performance Bank Guarantee and execution of Service





Level Agreement (SLA). In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.

- R. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- S. 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.
- T. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

**20. POWERS TO VARY OR OMIT WORK:**

- A. No alterations, amendments, omissions, additions, suspensions, or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price.
- B. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later, 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.
- C. If any change in the work is likely to result in reduction in cost, the parties shall agree in



writing to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.

**21. WAIVER OF RIGHTS:**

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

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

**22. CHANGE IN ORDERS:**

- A. The Bank may, at any time, by a written order given to Service Provider, make changes within the general scope of the Contract in any one or more of the following:
  - i. Method of shipment or packing;
  - ii. Place of delivery;
  - iii. Quantities to be supplied subject to 25% above or below the originally declared quantities.
- B. If any such change causes an increase or decrease in the cost of, or the time required for Service Provider'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 Service Provider for adjustment under this clause must be asserted within 15 days from the date of Service Provider's receipt of Bank's change order.

**23. CONTRACT AMENDMENT:**

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

**24. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

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

**25. DOCUMENTARY EVIDENCE ESTABLISHING BIDDERS ELIGIBILITY AND QUALIFICATION:**

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

1. that in case of a Bidder offering to supply products and/or services mentioned in the scope of work, the Bidders need to provide the evidence that Bidder has been duly authorized by the OEM strictly on the lines of **Appendix-H**.
2. that adequate, specialized expertise are available with the Bidder to ensure that the services are responsive, and the Bidder will assume total responsibility for the fault-free operation of the product proposed and maintenance thereof during the support (warranty/annual maintenance contract) period.

**26. PERFORMANCE BANK GUARANTEE:**

- A. Performance Bank Guarantee [PBG] of the amount 5% of the Total Cost of Ownership (TCO) based on the Final reverse auction price (which shall be calculated and advised by the Bank to Selected Bidder(s) with validity period of 86 months. The PBG furnished hereunder should strictly be on the format at Appendix J by the finally selected Bidder(s). For the buffer quota units, additional PBG on same terms and conditions on applicable TCO computed for the same should be submitted by the vendor(s). The PBG must be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. Purchase Order (PO) will be released only after receipt



of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.

- B. The PBG is required to protect the interest of the Bank against delay in supply / installation and or the risk of unsuccessful implementation of the project, or performance of the material or services sold, breach of any terms and conditions of the Agreement which may warrant invoking of PBG. In case any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.
- C. The Bank reserves the right to invoke the PBG on following grounds:

Unsatisfactory performance of the vendor during the entire contract period of 7 years (extension period beyond 7 years,if done, is also included).

Unsatisfactory performance means that:

- i. the machine needs frequent spare-partsreplacements (at least 3 spare part replacements in a quarter); or,
- ii. often down due to various hardware faults including Passbook jam/ printer offline/ printer ribbon head faulty; or,
- iii. its monthly average availability (as per Bank's calculation tool) is consistently below 90% for any 3 months of the year
- iv. Frequent delays in machine fault resolutions.
- v. Non-compliance of any clause of this RFP and agreements

In all such cases, the vendor shall replace the problematic machines with the new one (same model) at no additional cost to the Bank.

If such deficiencies (Points 26(C) - i to v) are observed in at least 5% machines of that vendor supplied under this RFP, then Bank may terminate the contract, invoke the entire PBG and may blacklist the vendor. During the transition phase, the existing Vendor shall render all reasonable assistance to the vendor within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. The Bank will offer other eligible vendors of this RFP to supply and install the total quota of machines allotted to/installed by that terminated vendor under this RFP at the same cost discovered through this RFP. Additionally, the terminated vendor shall be penalized to bear the re-installation charges.

In all such cases under clause 26(C), a cure period of 60 days shall be given to the vendor before Termination Notice by the Bank.

If Service Provider fails to submit Performance Bank Guarantee within the stipulated time schedule as specified in RFP /Agreement, the Bank 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, the Bank may consider termination of the Agreement.

**27. SYSTEM INTEGRATION TESTING & USER ACCEPTANCE TESTING:**

The Vendor should integrate the software with the existing systems as per requirement of the Bank and carry out thorough system integration testing.

System integration testing will be followed by user acceptance testing, plan for which should be submitted by the Vendor to the Bank. The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. SBI staff / third Party Vendor designated by the Bank will carry out the functional testing. This staff / third party vendor will need necessary on-site training for the purpose and should be provided by the Vendor. Vendor should carry out other testing like resiliency/benchmarking/load etc. Vendor should submit result log for all testing to the Bank.

On satisfactory completion of the aforementioned tests and ISD Clearance and pilot, successful commission and acceptance of solution, letter will be issued to the vendor by the competent authority on the line of **Appendix-K**.

**28. COUNTRY OF ORIGIN / ELIGIBILITY OF PRODUCTS & SERVICES:**

- A. All Products 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.
- B. For purposes of this clause, “origin” means the place where the Products are mined, grown, or manufactured or produced, or the place from which the related product is supplied. Products 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.

**29. DELIVERY, INSTALLATION AND COMMISSIONING:**

- A. Service Provider shall provide such packing of the Products as is required to prevent its damage or deterioration during transit thereof to the location given by the Bank. The



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

- B. Service Provider will have to supply the Product(s) in 'Factory Sealed Boxes' with System OEM seal.
- C. Delivery, installation, and commissioning of the Products shall be made by Service Provider in accordance with the system approved / ordered and within the time schedule given in the Scope of work given in Appendix-E of this document.
- D. The delivery will be deemed complete when the Products/ components/ associated software/firmware are received in good working condition at the designated locations, mentioned in this RFP/agreement.
- E. 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 Bank. Service Provider has to resolve any problem faced during installation and operationalization.
- F. In addition, Service Provider will supply all associated documentation relating to the Products/hardware, system software/firmware, etc. The Product(s) are considered accepted (commissioned and operationalized) after signing the acceptance test plan document jointly by the representative of the Bank and the engineer from Service Provider on the lines of format/certificate on the lines of Appendix-K of this RFP. The component level checking for individual items 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 Service Provider and the Bank. On the evaluation of the acceptance test results, if required, in view of the performance of the Products (including hardware equipments/ components/ software), as observed during the acceptance test, Service Provider shall take remedial measures including upgradation of any of the components thereunder, including replacement thereof, at no additional cost to the Bank within a fortnight from the date of notification of the same to Service Provider. Service Provider should ensure that the Product meets the requirements of the Bank as envisaged in the RFP.

- G. The details of the documents to be furnished by Service Provider are specified hereunder:
- 
- (a) 2 copies of Vendor's Invoice showing contact number, products description, quantity, unit price and total amount.
  - (b) Delivery Note or acknowledgement of receipt of Products from the consignee.
  - (c) 2 copies of packing list identifying contents of each of the package.
  - (d) Insurance Certificate.
  - (e) Manufacturer's warranty certificate.
- H. The above documents shall be received by the Bank before arrival of Products (except where it is handed over to the Consignee with all documents). If these documents are not received, Service Provider will be responsible for any consequent expenses.
- I. Penalties as specified in Appendix-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).
- J. In addition to the penalty on delayed supplies, Bank also reserves the right to cancel the Purchase Order and forfeit the EMD. In the event of such cancellation, the vendor is not entitled to any compensation, whatsoever.
- K. For the system & other software/firmware required with the hardware ordered for, the following will apply: -
- a. Service Provider 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. Service Provider shall provide complete and legal documentation of all sub systems, licensed operating systems, licensed system software/firmware, licensed utility software and other licensed software. Service Provider shall also provide licensed software for all software/firmware whether developed by them or acquired from others.
  - c. In case Service Provider is providing software/firmware which is not its proprietary software then Service Provider should have valid agreements with the software/firmware vendor for providing such software/firmware to the Bank, which includes support from the software/firmware vendor for the proposed software for the entire contract period required by the Bank.

- d. The ownership of the supplied hardware shall be that of the Bank from the date of delivery of the same. In other words, wherever the ownership of the hardware is indicated, the name “State Bank of India” must appear to indicate that the Bank is the perpetual owner of the hardware including use of software license embedded to the hardware in perpetuity. Evidence to this effect must be submitted before the payment can be released.

**30. SERVICES:**

- A. All professional services necessary to successfully implement the proposed ‘**product/solution/services**’ will be part of the RFP/contract. These services include, but are not limited to, Project Management, Training, Deployment methodologies etc
- B. The Bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product.
- C. Service Provider shall ensure that key personnel with relevant skill sets are available at designated locations for installation and commissioning of the Product.
- D. Service Provider shall ensure that the quality of methodologies for delivering the Products/Services, adhere to quality standards/timelines stipulated thereof.
- E. Service Provider shall be willing to transfer skills to relevant personnel of the Bank, by means of training and documentation.
- F. 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 the Bank all releases/ version changes.
- G. Service Provider shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Service Provider has to support older versions of the OS/firmware/middleware etc in case the Bank chooses not to upgrade to latest version.
- H. Service Provider shall provide maintenance support for the Product including embedded software/ OS/ middleware etc over the entire period of Contract.
- I. All product updates, upgrades & patches shall be provided by Service Provider free of cost during warranty and comprehensive AMC/ ATS/ S&S period.





- J. Service Provider shall provide legally valid firmware/software. The detailed information on license count and type of license should also be provided to the Bank.
- K. Service Provider shall keep the Bank 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.

**31. WARRANTY AND ANNUAL MAINTENANCE CONTRACT:**

- A. Service Provider shall support the Product and its associated items/components including OS/firmware during the period of warranty and Comprehensive AMC as specified in Scope of Work in this RFP from the date of operationalization of Auto-flip Barcode Based Passbook printed kiosk.
- B. During the warranty and Comprehensive AMC period, the Service Provider will have to undertake comprehensive support of the entire product (hardware/components/ operating software/firmware/software/consumables excluding Ribbons) supplied by the Bidder / Service provider at no additional cost to the Bank and all new versions, releases, and updates for all standard software supplied to the Bank at no additional cost to the Bank. During the support period, the Bidder / Service provider shall maintain the machine/ equipment/ product (hardware/Software etc.) to comply with parameters defined for acceptance criteria and the Service Provider shall be responsible for all costs relating to labour, spares, cost of consumables, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the product (hardware/ equipment/ components/ software or any component/ part thereunder), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- C. During the support period (warranty and Comprehensive AMC), Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the machine/ equipment/ product and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the system as per the Bank's Policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirement of Bank, fine tuning, system monitoring, log maintenance, etc. Service Provider shall provide services of an expert engineer at SBI GITC, Belapur 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 the Bank within the given timelines. Service Provider shall provide preventive maintenance schedules as per periodicity defined in RFP and as per Bank's requirement.

- D. On site comprehensive warranty, comprehensive AMC for the Product would include free replacement of spares, parts, kits, consumables excluding ribbons, resolution of problem, if any, in Product.
- E. Warranty/ Comprehensive AMC for the system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such software.
- F. Support (Warranty/ Comprehensive 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 **Appendix-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 the Bank. 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 or defective parts including all plastic parts, consumables excluding ribbons of the Equipment at his own cost including the cost of transport.
- G. 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
- H. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
- I. Service Provider shall be agreeable for on-call/on-site support 24\*7\*365 and at the time of switching over from (PR) to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.



- J. Service Provider support staff should be well trained to effectively handle queries raised by the employee(s) or authorized user(s) of the Bank.
- K. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

**32. COMPLIANCE WITH IS SECURITY POLICY:**

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

- A. Responsibilities for data and application privacy and confidentiality
- B. Responsibilities on system and software access control and administration
- C. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor.
- D. Physical Security of the facilities
- E. Physical and logical separation from other customers of the Vendor
- F. Incident response and reporting procedures
- G. Password Policy of the Bank
- H. Data Encryption/Protection requirements of the Bank.
- I. In general, confidentiality, integrity and availability must be ensured.
- J. Compliance with ISD's Secure Configuration Document (SCD)
- K. Vendor has to ensure that SWAYAM Kiosks are NAC compatible.
- L. Data at rest and data in transit are to be encrypted or decrypted as per the approach as suggested by Bank
- M. Data integrity to be ensured using hashing like SHA 2 (minimum 256bits)
- N. Kiosk should support Anti-virus/Deep Security with centralized management
- O. Vendor has to ensure that bare essential minimum ports required for the functioning of the kiosk to be available. External devices like CD-ROM or Pen drive or any other



device shall not be connected. All the USB ports shall be disabled for removable and bootable storage access. No Mass Storage/Memory devices should be accessible through USB.

- P. Vendor should follow the documented process and policy for installing softwares provided by the Bank. In addition to this, installation of new softwares should be restricted to users with Adminrights (Bank Officials) only.
- Q. The proposed solution must comply with Banks IS policy and procedures, Data Governance and Cyber Security policy.
- R. The device should have certificate-based authentication and each device should be separately identifiable through a unique device ID which will be used for authentication purpose. This is a certificate-based client authentication. The server may require the Kiosk application to submit a client certificate for authentication. Upon receiving the certificate, the server would then use it to identify the certificate's source and determine whether the client should be allowed access.
- S. Vendor has to ensure that secured channel/ports is used for communication.
- T. Hard Disk encryption suggested by Bank to be provided and implemented by the Vendor.
- U. The vendor (Selected Bidder) has to provide one SWAYAM Kiosk with all the security features for UAT testing / ISD Clearance and the final rollout will be permitted after successful testing and closure of all security observations.
- V. Vendor will adhere to SBI Information Security requirements including regular reviews, change management, port management, patch management, backup management, access management, log management etc.
- W. Vendor gives right for recalling data by the bank as and when required by the bank.
- X. Vendor agrees to comply with Regulatory and Statutory compliances at vendor site especially section 43A of IT Act 2000.
- Y. The bidder/ vendor shall have obligation to comply with Bank's IS policy and implement all the recommendations// close all the vulnerabilities reported in the various information security reviews, IS audit, UAT etc. conducted by the Bank, bank appointed third party professionals, Regulators during the contract period without any additional cost to the Bank.
- Z. The solution provider will implement the controls pertaining to third party risk from IS perspective. Vendor agrees not to share data with any third party without explicit written permission from competent Information Owner of the Bank including the Law Enforcement Agencies

**33. PENALTIES/OTHER CONDITIONS:**

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

**34. RIGHTS TO VERIFICATION:**

The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid 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.

**35. PURCHASE PRICE**

- A. Total Cost of Ownership (TCO) has to be quoted in Reverse Auction.
- B. Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial Bid over the validity period defined in this RFP
- C. The Purchase Order (PO) will be placed for total Cost of "hardware, software/firmware/services/warranty and Comprehensive AMC/ ATC/ Support &Service in this RFP.
- D. The applicable TDS will be deducted at the time of payment of invoices.
- E. Terms of payment are given in Part-II of this RFP document. Selected bidder must have an account with the State Bank of India and payment for all deliverables shall be credited to the account of the Successful Bidder(s) / Vendor(s).
- F. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.
- G. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty, excise duty, GST etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- H. The Bank reserves the right to re-negotiate the prices in the event of change in the national/international market prices of both the hardware and software.

**36. INSPECTION AND TESTING:**

- A. The Bank reserves the right to carry out pre-shipment factory / godown inspection by a team of Bank officials or demand a demonstration of the Product on a representative model at Service Provider's location. The cost of visit in this regard will be borne by the Bidder.
- B. The inspection and quality control tests before evaluation, prior to shipment of goods and at the time of final acceptance would be as follows:
- i. Service Provider shall intimate the Bank before dispatching Products for conducting inspection and testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Service Provider.
  - ii. Inspection / pre-shipment acceptance testing of Products as per quality control formats including functional testing and burn-in tests and mains fluctuation tests at full load, quality control tests etc., as per the standards / specifications and may be done at factory site of Service Provider by the Bank 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 the Bank's representatives to be borne by Service Provider.
  - iii. Successful conduct and conclusion of inspection and testing shall be the sole responsibility of Service Provider. However, the Bank may at its sole discretion, waive inspection of Products.
  - iv. In the event of Product failing to pass the inspection and tests, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.
  - v. 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 the Bank.
  - vi. In case of failure by the Vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental expenses of the Bank's representatives to be borne by the vendor.
  - vii. Nothing stated herein above shall in any way release Service Provider from any warranty or other obligations under this RFP.
- C. The Bank's right to inspect, test and where necessary reject the Products after the

Products arrival at the destination shall in no way be limited or waived by reason of the Products having previously being inspected, tested and passed by the Bank or its representative prior to the Products shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.

**37. RIGHT TO AUDIT:**

- A. The Selected Bidder (Service Provider) shall be subject to annual/regular audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. Whereas, audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank 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.
- B. Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank 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.
- C. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.
- D. Service provider shall grants 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 the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.

- E. The Bank shall have the right to direct the Service Provider to get themselves audited by external empanelled auditors/ Auditors appointed by the Bank annually or as decided by the Bank covering the risk parameters finalized by the Bank and the vendors are required to submit such certification by the Auditors to the Bank. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever be required by the Bank's empanelled Auditors, furnish all relevant information, records/data to them. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the empanelled Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the empanelled auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the empanelled Auditors covering the respective risk parameters against which such deficiencies have been observed.
- F. Vendor MUST provide the full set of Audited Annual Balance Sheets with supporting documents to the Bank every year.

**38. SUB-CONTRACTING:**

- A. As per scope of the RFP, subcontracting is restricted. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit, deny or review the same. The bank may at any time during the contract may cancel the permission given for the subcontracting vendor.
- B. In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security/ statutory, RBI/MHA guidelines etc requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details along with the copy of the executed Service Level Agreement (SLA) to the Bank and if required, Bank may evaluate the same.
- C. In case of Sub-Contracting (if allowed by the Bank), the Service Provider shall provide the complete details of services sub contracted by it including the details of sub-contractor(s) and /or its agent along with agreement / contract copy to the Bank as and when requested.



- D. In case of any requirement under scope of this RFP for operational efficiency, the Bank or its officials shall have right to directly contact / follow up / instruct to sub-contractor of the vendor and as such sub-contractor(s) shall respond to bank and follow banks instructions and shall take action accordingly. Vendor to take care of such clause in subsequent agreement with sub-contractor if any.

**39. INSURANCE:**

- A. The insurance shall be for an amount equal to 100 percent of the value of the Products from “Warehouse to final destination” on “All Risks” basis, valid for a period of one month after delivery and installation of products at the defined destination.
- B. Should any loss or damage occur, the Vendor shall:
- i) initiate and pursue claim till settlement and
  - ii) Promptly make arrangements for replacement of damaged item / or full machines to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

**40. VALIDITY OF AGREEMENT:**

The Agreement/ SLA will be valid for the period of seven years including warranty and Comprehensive AMC with further extension up to 3 years (in one or more tranches) at the sole discretion of the Bank on revised AMC rate as per clause 19(g) of Appendix-L. The Bank reserves the right to terminate the Agreement as per the terms of RFP.

**41. LIMITATION OF LIABILITY:**

- A. The maximum aggregate liability of Service Provider, subject to clause 41.2, 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. 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. Service Provider will be liable for actual and proven losses incurred by the Bank which are attributable to Service Provider.
- B. The limitations set forth herein shall not apply with respect to:



- (a) claims that are the subject of indemnification pursuant to infringement of third party 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 the Bank, provided such guidelines were brought to the notice of service provider. The regulatory and statutory fines will be recovered from the vendor for the reasons attributable to the vendor under the product and services provided by the vendor to the Bank under the project.

For the purpose of clause 41.B (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.

#### 42. **CONFIDENTIALITY:**

Confidentiality obligation shall be as per Non-disclosure agreement placed as Appendix to this RFP.

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



- B. The Confidential Information will be safeguarded, and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations, or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
- C. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so required by the Bank.

**43. DELAY IN SERVICE PROVIDER'S PERFORMANCE:**

- A. Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed in the RFP
- B. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- C. 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).

**44. SERVICE PROVIDER'S OBLIGATIONS:**

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

- C. The Vendor is obliged to work closely (co-ordination) with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities within timelines.
- D. The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- E. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- F. Vendor shall provide necessary training from the OEM to the designated SBI officials on the configuration, operation/ functionalities, maintenance, support & administration for software/ hardware and components, installation, troubleshooting processes of the proposed solution at no extra cost.
- G. Vendor shall treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Appendix-N** of this document.
- H. Vendor 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.
- I. Vendor shall be responsible for compliance with all laws, rules, regulations, orders, notifications, and directions applicable in respect of its personnel (including, but not limited to, the Contract Labour (Prohibition and Regulation) Act 1986, the Payment of Bonuses Act 1965, the Minimum Wages Act 1948, the Employees' Provident Fund Act 1952, and the Workmen's Compensation Act 1923,) and shall maintain all proper records, including, but not limited to, accounting records required under the Applicable Laws, or any code, practice or corporate policy applicable to them (as the case may be) from time to time

**45. TECHNICAL DOCUMENTATION:**

- A. The Vendor shall deliver the following documents to the Bank for every hardware / 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.

- B. The vendor shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of service level failure /the Product as and when applicable.
- C. The Vendor should also provide the MIS reports as per the requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by the Vendor to the Bank, free of cost in a timely manner. The vendor shall develop customized documentation as per the Bank's requirement, if desired by the Bank at no extra cost.

**46. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:**

- A. For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this RFP, Service Provider shall have valid license to right to use as well as right to supply / license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- B. Without the Bank's 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 the Bank's rights under this RFP.
- C. Subject to clause 46 (D) and 46 (E) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad under this RFP.
- D. The Bank will give:-
  - i. notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim;
  - ii. sole authority to defend and settle such claim and;



- iii. will at no time admit to any liability for or express any intent to settle the claim provided that
  - (a) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim,
  - (b) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim,
  - (c) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and
  - (d) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

- E. 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 the Bank'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 the Bank of the same); or
  - ii. any unauthorized modification or alteration of the deliverable (if any) by the Bank.

**47. LIQUIDATED DAMAGES:**

If the Service Provider fails to deliver product and / or perform any or all the Services within the stipulated time, as specified in the RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP / Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost payable under the RFP / agreement (Appendix M), as liquidated damages a sum equivalent to 0.5% of the of total Project Cost by the bank for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the particular purchase order or the Agreement.

**48. CONFLICT OF INTEREST:**

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

any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.

- B. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
- i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
    - a. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
    - b. subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (b) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
  - ii. a constituent of such Bidder is also a constituent of another Bidder; or
  - iii. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or



- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
  - vi. such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design, or technical specifications of the RFP.
- C. 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.

**49. CODE OF INTEGRITY:**

- A. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject 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.
- B. 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.
- C. 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.
- D. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
  - i. **"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 process or contract execution;

- ii. **“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;
- iii. **“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;
- iv. **“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 the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- v. **“Obstructive practice”** means materially impede the Bank’s 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 the Bank’s rights of audit or access to information;

**50. DEBARMENT/BANNING:**

Empanelment/participation of Bidders and their eligibility to participate in the Bank’s 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 the Bank’s procurement process shall be considered against delinquent Vendors/Bidders:

**A. Holiday Listing (Temporary Debarment - suspension):**

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, 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 empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

- i. 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);
- ii. Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);
- iii. 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.

**B. Debarment from participation including removal from empanelled list**

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank's procurements including removal from empanelment, wherever such Vendor is empaneled, 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 empaneled vendors are:

- i. Without prejudice to the rights of the Bank under Clause 49 (a) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- ii. In case bidder withdraw or modify their bid during the period of validity, or in case of award of contract fails to sign the contract, or to submit a Performance Bank Guarantee before the deadline defined in this RFP. In that case bidder will be debarred for a period of 2 (two) years from being eligible to submit bids for future RFPs / contracts with the Bank.
- iii. 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.
- iv. If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- v. Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or

- vi. Banning by Ministry/Department or any other Government agency.
- vii. 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;
- viii. If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation.
- ix. Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- x. Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- xi. 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.

**C. 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 the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

**51. TERMINATION FOR DEFAULT:**

- A. The Bank may, without prejudice to any other remedy for breach of Agreement, 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 RFP/Agreement, or any extension thereof granted by the Bank.
  - ii. If Service Provider fails to perform any other obligation(s) under the RFP/Agreement.
  - iii. Violations of any terms and conditions stipulated in the RFP;
  - iv. On happening of any termination event mentioned in the RFP/Agreement.
  - v. Non-Compliance of audit irregularities/observations within 30 days.

Prior to providing a written notice of termination to the Service Provider under clause 51 (A)(i) to 51(A) (v), the Bank 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, the Bank shall have the right to initiate action in accordance with above clause.

- B. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Product and / or Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- C. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another Service Provider or to the Bank.
- D. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- E. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- F. 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, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another Service Provider. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of 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 the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank 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 breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.

**52. FORCE MAJEURE:**

- A. Notwithstanding the provisions of terms and conditions contained in this RFP, 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.
- B. 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 in their sovereign capacity, curfew and lockdowns by the Central / State / Local Authorities impeding reasonable performance of Service Provider 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.
- C. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider 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.
- D. 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 rendered up to the date of the termination of the Agreement.

**53. TERMINATION FOR INSOLVENCY:**

The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider 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 Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

**54. TERMINATION FOR CONVENIENCE:**

- A. The Bank, 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 the Bank before completion of half of the total Contract period (including the notice period).
- B. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

**55. DISPUTES / ARBITRATION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY)**

- A. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) 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 the Contract, abandonment, or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (SBI or Service Provider), 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 an arbitration panel; 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 and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.
- B. Service Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- C. 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.



**56. GOVERNING LANGUAGE:**

The governing language shall be English.

**57. 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.

**58. TAXES AND DUTIES:**

- A. Income / Corporate Taxes in India: 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, corporate taxes, Income tax 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 (**Appendix-F1**).
- C. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by the Vendor and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties, or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Appendix-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 the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- E. Parties shall fulfil all their respective compliance requirements under the GST law. This shall include (but not be limited to):



- i. Bank shall pay GST amount after verifying the details of invoice on GSTR 2B on GSTN portal.
  - ii. In case any credit, refund or other benefit is denied or delayed to the Bank due to any non-compliance of GST Laws by the vendor including but not limited to, failure to upload the details of invoice or any other details of the supply of goods or services, as the case may be, as required under GST Law on the appropriate government's goods and services tax network portal, the failure to pay applicable GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents by the party, vendor would reimburse the loss to the Bank including, but not limited to, any tax loss or denial of credit, interest and penalty and reasonable fee for contesting the demand. Amount payable under this clause shall survive irrespective of termination of agreement if the demand pertains to the agreement period.
  - iii. In case of any tax demand or denial of ITC or refund or any other benefit by the GST authorities, both the parties may mutually decide whether to contest the matter. In case, it is decided to contest the matter, the vendor is required to deposit the disputed demand including interest and penalty proposed with the other party without waiting for the outcome of the legal proceeding. In case the matter is finally decided in favour of the other party, the other party is required to refund the amount received from the defaulting party without any interest.
- 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 Bidder. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.
- G. Bank is not assessed for any tax relating to the purchase of equipment. Consequently, any claim from local or central govt. against the Bank relating to tax for these purchases/ site implementations/ Comprehensive AMC, etc shall have to be defended/settled by Vendor. In case of failure to do so, Bank reserves the right to make the payment demanded by the authorities and adjust it from payments due to Vendor. It shall be Vendor's responsibility to comply with local/ central tax requirements/ laws. Bank on its part shall not withhold providing any document that may be required under the law.

**59. TAX DEDUCTION AT SOURCE:**

- A. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve 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 Contract.
- B. Service Provider'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 Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- C. Bank will deduct TDS at applicable rate while making payment under GST Act 2017 and Income Tax Act 1961.

**60. GENERAL INDEMNITY**

- A. Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank 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 the Bank.
- B. Subject to clause 60.B.1 and 60.B.2 of this Agreement, Service Provider, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank 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.



60.B.1 The Bank 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 the Bank, unless such settlement releases the Bank fully from such claim; (ii) Service Provider shall promptly provide the Bank 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 the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

60.B.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 the Bank'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 the Bank of the same); or (ii) any unauthorized modification or alteration of the product by the Bank.

## **61. RIGHT TO USE DEFECTIVE PRODUCT**

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

## **62. TENDER FEE:**

Non-refundable Tender Fee should be furnished by the Bidders as stated in schedule of events. The Bids without tender fee will not be considered valid.

## **63. EXEMPTION OF EMD AND TENDER FEE:**

Micro & Small Enterprises (MSE) units and Start-up\* company are exempted from payment of EMD and tender fee provided the Products and/or Services they are offering, are

manufactured and/or Services rendered by them. Exemption as stated above is not applicable for selling products and/or services, manufactured/ rendered by other companies. Also exemption for EMD as per GeM portal condition is applicable as mentioned in SI No. 12 in Schedule of Events.

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

**Bidders may please note:**

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

**64. NOTICES**

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

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RFP FOR PROCUREMENT OF 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT SERVICES.



**Appendix-A**

**BID FORM (TECHNICAL BID)**

[On Company's letter head]

(To be included in Technical Bid)

To:

**The Deputy General Manager (I&R),  
State Bank of India,  
Corporate Centre,  
Anytime Channels Dept.,  
3<sup>rd</sup> floor, The Arcade, World Trade Centre,  
Cuffe Parade, Mumbai 400005.**

Dear Sir,

**Ref: RFP No.: SBI/ACV/2024-25/004 dated: 05.06.2024 with [Corrigendum-I dated 15.06.2024](#)**

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to supply, Install, test, commission and support the desired Products and services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP and GeM portal. We shall submit the technical and commercial Bid online and participate in reverse auction to be conducted on GeM portal, on the date advised to us.

i. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder 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.
- We have quoted for all the Products/Services mentioned in this RFP in our indicative price Bid.

- The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- ii. 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”.
- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. We undertake that we will not resort to canvassing with any official of the Bank 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.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation from the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-M** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Vendor on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.
- ix. The commercial bidding process will be through the reverse auction process to be conducted by GeM portal. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.
- x. Till execution of a formal contract, the RFP, along with the Bank’s notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.



- xi. 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.
- xii. We hereby certify that our name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.
- xiii. We hereby certify that on the date of submission of Bid for this RFP, <<we do not have / we have >> any past / present litigation which adversely affect our participation in this RFP or we are not under any debarment / blacklist period for breach of contract / fraud / corrupt practices by any Scheduled Commercial Bank / Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xiv. We hereby certify that we (participating in RFP as OEM/Bidder)/ our OEM have a support Centre and level 3 escalation (highest) located in India. The MAF format is attached at **Appendix-H**. We propose to install ----- model <Full **SWAYAM (AF-BBPPK)** Model name> of **SWAYAM** from ---  
----- <OEM Name>.
- xv. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xvi. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.
- xvii. In case of an exemption in EMD, mentioned in categories/clauses in this RFP:  
“We undertake that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a security bank guarantee before the deadline defined in the RFP, we will be debarred for the period of time specified in the RFP from being eligible to submit bids for future contracts with the Bank.”
- xviii. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.



xix. If our Bid is accepted, we agree to complete establishment of the Service Centers at all the LHO/RBO centers for rollout of machines and deploy adequate manpower in the service centers subject to satisfaction of the Bank, within 30 days from successful testing of machine, failing which the Bank may terminate the Agreement fully or partially and re-distribute the order to other selected vendors.

xx. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

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

\_\_\_\_\_

*(Signature)*

*(Name)*

*(In the capacity of)*

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_

**Seal of the company.**

**Appendix-B**

**Bidder's Eligibility Criteria**

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

Bidders who do not fulfil any of the below criteria need not apply. Bidders who are capable of PAN India mass deployment and can start deployment quickly with full functionalities need only apply.

Sl	Eligibility Criteria	Upload documents	Compliance (Yes/No)
1	The Bidder must be an Indian firm /LLP/company/organization registered under Companies Act, 2013 or under any other act stipulated by the Law of land/ Govt of India.	Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.	
2	The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020	Bidder should specifically certify in <b>Appendix A</b> in this regard and provide copy of registration certificate issued by competent authority wherever applicable.	
3	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.	Bidder should specifically certify in <b>Appendix A</b> in this regard.	
4	The bidder, if participating as authorized dealer of any OEM, then OEM should have a support center and level 3 escalation (highest) located in India.	Specifically certified copy of <b>Appendix A</b> from bidder.	

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	For OEMs, directly participating, the conditions mentioned above for support center remain applicable.		
5	The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order	Bidder should specifically certify in <b>Appendix A</b> in this regard.	
6	The bidder must have an average annual turnover of minimum Rs 40 crore during last 03 Three financial year(s),  The bidder who classifies into Micro and Small Enterprises (MSE), should have an annual turnover of Minimum Rs. 25 Crores during last 03 Three financial year(s).	Copy of the audited balance sheets/ along with profit and loss statement full set of documents in the audited annual report for last three FY 2020-21, 2021-22 and 2022-23.	
7	The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years i.e., FY 2020-21,2021-22,2022-23.	Copy of the audited balance sheets/ along with profit and loss statement full set of documents in the audited annual report for last Three FY 2020-21,2021-22 and 2022-23.	
8	Bidder's Declaration: Bidder to comply with requirements given in Appendix S	Bidder should specifically confirm on their letter head in this regard as per <b>Appendix S</b> (strictly without any change)	
9	Two Client references which can be Public sector Banks (PSUs) / Private Sector Banks, in India, from whom Bidder/OEM has executed similar projects and maintenance services as on 31.3.2024.	Clients' details required as per <b>Appendix P</b> .	
10	The Bidder should have national presence and should have experience in handling, installations, maintenance and services support of Banking Self Service Kiosks (Passbook printing/ CTS enabled Cheque Deposit Kiosks/Account opening Debit card printing kiosks) at	Duly signed Letter from the client as per format <b>Appendix S1</b> containing detail	

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	atleast 2 (Two) Nationalized Banks / Scheduled Commercial Banks. The bidder should have installed at least 3000 these Kiosks including 1000 Auto-flip Barcode Based Passbook printing kiosks as on 31.03.2024 and Bidder should have experience of minimum 3 years in supply and installation Passbook printing kiosks and its Maintenance in India out of last 5 years as on 31.03.2024.		
11	(a) Certificate from Client(s) about Original Equipment Manufacturers of Auto-flip Barcode Based Passbook Printing Kiosk in India with at least 1000 installations as on 31.03.2024 and b) Bidder to submit OEM's Certificate cum Letter of undertaking.	(a) Duly signed Letter from the client/Bank of OEM as per <b>Appendix-S2</b>  (b) Duly signed Letter from the OEM/Manufacturer as per <b>Appendix-S3</b>	
12	The Bidder should have adequate service centres / Helpdesk at different cities set up- 24x7x365 across the country including all 17 Local Head Office (LHO) of the Bank to service for 1000 Auto-flip Barcode Based Passbook Printer Kiosks with buffer quota installed by the Bank. The Bidder should have at least one spare parts inventory center at each of 17 Local Head Office (LHOs) centers of the bank.	Duly signed Letter from Bidder containing list of all Service Centres covering our 17 LHO's along with list of all service engineers.	
13	The bidder should either be class I or class II local supplier as per the guidelines on Public Procurement (preference to make in India) order 2017 and subsequent amendments thereof.	As per format in Appendix-I and I2: Certificate of Local Content  <b>Appendix-I and I2</b> to be submitted by all bidders irrespective of the estimated value of procurement.	

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14	The Manufacturing facility of the OEM should have ISO 9001:2015 OR Equivalent <del>international</del> Indian certification and BIS- <del>IS-13252:2010</del> certificate issued under compulsory registration scheme for electronic products to be used in this RFP as mentioned in Gazette notification CG-DL-E-18032021-225996 dated 18.03.2021 or in any order published in the official Gazette.	Relevant certificates	
15	The bidder should be the Original Equipment Manufacturer (OEM), or their authorized dealer/ Agents registered in India. Either the <b>OEM or its Authorized Dealer/Agents</b> in India can directly bid in the tender but both of them cannot participate.	Production certificate of the product manufacturing company and/ or authorization letter from OEM as per <b>Appendix H</b> .	
16	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)	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.	
17	Bidder should not be a defaulter with respect to their services and financials as on date of RFP.	Self-declaration on Bidder Letterhead.	
18	The bidder should ensure that there are no pending cases against the bidder involving cheating/ fraudulent activities. In case there are any such incidents, full details	Bidder has to submit an undertaking to this effect duly notarized on applicable stamp paper of the state, signed by	

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

**Eligibility criteria mentioned in table above for prior turnover and prior experience are relaxed for Startups subject to their meeting of quality and technical specifications. Bidder to note the followings:**

- “Start-up” company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having Start-up company status, can claim exemption for eligibility criteria mentioned in SI No. 3 to 8 in table above.
- If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.

**Name & Signature of authorised signatory**  
**Seal of Company**



**Technical & Functional Specifications**

**Technical Bid Rules**

F	Available Out of Box- Fully as part of Solution
C1	Will be provided as Customization between 1-30 days.
N	It is not possible to provide this feature
Note 1	Applicants need to give one of the above value in column F/C1/N in the following table as regards to compliance.
Note 2	Applicant to give supporting technical brochures / documents / presentation etc in support of the undernoted each of the Technical / Functional / Requirement of Solution.
Note 3	F / C1 / N ' : Any wrong reporting in the column 'F / C1 / N ', which subsequently transpired during the pilot testing shall render the Applicant liable to be blacklisted for the future participation in the RFPs/Tenders of the Bank and forfeit the EMD
Note 4	Map your module: Applicant to clearly spell out against each of the Technical/Functional Specifications/Requirement of Solution, the name of the applicant's module where 'F/C1' have been given in the column Validation Criteria.
Note 5	Mention Page No. of RFP Submitted: Applicant to invariably mention the page number of RFP against each of the Technical / Functional Specification with supporting technical brochures / documents / presentation etc., failing which, it will be at the discretion of the Bank to treat the same as Not Feasible - 'N', which may render the bidder ineligible in the future process of RFP.
Note 6	Mandatory: Means Requirements/functionality should either be available Fully as part of the solution [F] or through Customisation [C1].
Note 7	Any comment or caveat or exception or assumption against each of the point or separately will not be considered and Bank reserve the right to treat the same as 'N', which may render the bidder ineligible in the further process of RFP.
Note 8	Applicants need to give one of the values (C1), if the feature is not readily available and needs to be customized based on the readiness duration as mentioned above.

**Technical & Functional Specifications**

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

Module	Item	Feature ID	Features	Mandatory	Validation Criteria
HW	Kiosk Properties	1.1	Standalone Exterior: Between Height- 4'10" – 5'7" feet, Width- Max 2'25" feet, Depth- Max 2'5" feet	Y	F/N
HW	Kiosk Properties	1.2	Touchscreen (Standalone Only) : Lower point of Touchscreen should start from Height 3'7"- 4'5" feet , New-age sleek design kiosks with cutting-edge features like hi-resolution Touch screens.	Y	F/N
HW	Kiosk Properties	1.3	Passbook Printer (Standalone): Height from base 3-3'7" feet	Y	F/N
HW	Kiosk Properties	1.4	Keyboard and mouse for maintenance purposes and the same are to be placed inside the kiosks or as decided by the Bank	Y	F/N
HW	Kiosk Properties	1.5	Mounting Type: Floor Mounted, provision to bolt the kiosk on the floor should be there (Mobility: Plug and Play)	Y	F/N
HW	Kiosk Properties	1.6	Wake on LAN, Audio line out, Line in, Speaker (external)	Y	F/N
HW	Kiosk Properties	1.7	Sheet Metal: IS513 Draw material or equivalent to 1.6 mm	Y	F/N
HW	Kiosk Properties	1.8	Powder coated	Y	F/N
HW	Kiosk Properties	1.9	Strong mechanical key lock with at least 3 set of keys.	Y	F/N
HW	Kiosk Properties	1.10	Enclosure should be IP65 certified (certificate from IP Testing Lab to be provided)	Y	F/C1/N
HW	CPU	2.1	Intel based system- Intel i5, 13th generation (minimum) or above, 4.60 GHz or above.	Y	F/N
HW	CPU	2.2	1x16GB DDR4/DDR5 - 3200 MHz or higher, expandable to 32 GB or more, with minimum 2 DIMM slots or more , 1X512 GB SSD, Network Interface, min 4 USB, 1x HDMI ports, 1x VGA, 10/100 mbps Ethernet card and audio port,	Y	F/N

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			Inbuilt SMPS to work on 230V 50 MHz power supply or external adapter ROHS certified, 104 keys USB Keyboard USB Optical Scroll Mouse (Standard OEMs ).		
HW	OS	3.1	The Operating System on kiosk should be GUI based (TCP/IP enabled) and supported by OS provider	Y	F/N
HW	OS	3.2	OS should be 64-bit Windows 10 IoT enterprise LTSC 2021 or above, capable of multitasking real time operations with original licenses. OS license with support of minimum 7 years from date of purchase. OS hardening as per Bank guidelines. In case of end of support by Microsoft for the offered and installed version, the bidder will upgrade the system at no additional cost to the Bank including implementation at each site during the contract period and the extensions thereof.	Y	F/N
HW	OS	3.3	OS should be hardened to allow only few applications to run on kiosk (approved by bank) and restrict all other applications and additional OS features.	Y	F/C1/N
HW	OS	3.4	Kiosk mode to be available with minimum administrative rights	Y	F/C1/N
HW	Monitor	4.1	Size:17" minimum, Screen Resolution: minimum 1280 X 1024, Type: Capacitive/SAW, Brightness: 500 Nits, Material :Pure Glass, Touch-Screen Resolution: 4096 touch points per axis within the calibrated area or higher, Antiglare Surface : 6:1 minimum, Light Transmission :>90% , High Accuracy and Sensitivity , accuracy: Less than +1% error within the active area, Response time : < 16 ms, Auto brightness control (preferred),	Y	F/N

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HW	Monitor	4.2	Endurance: Scratch resistant (must withstand more than 50,000,000 touches in one location without failure)	Y	F/N
HW	Monitor	4.3	Impact Resistant: meets <del>GB9633-1988</del> and UL-60950-1 steel ball test or equivalent	Y	F/N
HW	Monitor	4.4	Operating Temperature: from -10 <sup>0</sup> C up to 50 <sup>0</sup> C	Y	F/N
HW	Monitor	4.5	Motion detector sensor to close Screen Saver/Advertisement and show printing selection screen upon customers' arrival.	Y	F/C1/N
HW	Monitor	4.6	Virtual Keyboard to pop-up wherever text input is required, Password should be masked	Y	F/N
HW	Passbook Printer	5.1	<p>Details of the Auto flip printer to be shared by bidder supporting the SBI passbook specification consisting of minimum features viz</p> <ul style="list-style-type: none"> <li>• 24 Pin Dot Matrix Passbook Printer for passbook update</li> <li>• Automatic Page Turning Unit to turn the pages forward and backward</li> <li>• Automatic Passbook retraction facility</li> <li>• Printing Speed: Draft: 370 cps or higher</li> <li>• Print Head Life of minimum 400 million stroke</li> <li>• Printing Method: Bidirectional with Logic Seeking</li> <li>• Printing Width: 94 Columns Max at 10 CPI</li> <li>• Passbook printer should be with integrated barcode scanner including the required ports for connectivity. It should not be an inbuilt or fabricated scanner.</li> </ul>	Y	F/C1/N

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			The make of Passbook Printer and Barcode scanner should be same. Also Application/ printer itself should identify the last printed page & line in the passbook and based on that should continue printing the passbook along with auto flip functionality.		
HW	Passbook Printer	5.2	The high-resolution embedded bar code scanner should be able to scan all barcodes with resolution $\geq 600$ dpi	Y	F/N
HW	Passbook Printer	5.3	Any change in passbook design /printing format in future should be supported	Y	F/C1/N
HW	Passbook Printer	5.4	Multilingual support for passbook printing.	Y	F/C1/N
HW	Passbook Printer	5.5	Font size of passbook to be printed is Arial 10 or as per the directions of regulatory authority/RBI / Bank from time to time.	Y	F/C1/N
HW	Specification of SBI Passbook.	5.6	Open Size In cm - 18x20.5 cm Close Size In cm - 9x20.5 cm Finished Size In cm - 9x20.5 cm No Of Cover Pages - 4 No Of Inner Pages - 28 Total No Of Pages – 32 Paper Type For Cover - Art Paper Paper Type For Inner Page - Maplitho GSM For Cover Page - 210 GSM For Inner Page GSM - 100 Binding Side – Long	Y	F/C1/N
SW	Message	6	Display of messages/instructions to the customers in multilingual capability i.e. Hindi, English and at least one regional language (to be decided by Bank). Display of Low	Y	F/C1/N

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			ink in printer and replace of ribbon on the screen. Minimum of <b>12</b> regional languages (English, Hindi, Marathi, Malayalam, Tamil, Telugu, Bangla, Odia, Punjabi, Kannada, Gujarati, Assamese) support required. The system should be able to support additional languages, if required by the bank during currency of the contract with no extra cost to the Bank.		
SW	Voice Enabling	7.1	Voice enabled kiosks should support Hindi, English and any one regional language (to be decided by Bank). Voice message of replacing ribbon in case of low ink in printer. Minimum of 12 regional languages support required (English, Hindi, Marathi, Malayalam, Tamil, Telugu, Bangla, Odia, Punjabi, Kannada, Gujarati, Assamese).	Y	F/C1/N
SW	Voice Enabling	7.2	Audio quality should good and clear and all audio files should have voice of one individual preferably female voice.	Y	F/C1/N
SW	Voice Enabling	7.3	Multimedia Speakers (120 Hz - 15 KHz) for voice guidance	Y	F/N
HW	Network	8	Should be able to connect to any type of network switch. Bank will provide LAN port (RJ45).	Y	F/N
HW	Weather Condition	9.1	Resistance to Indian weather, vandal proof and pertinent to and Indian usability condition, Enclosure should be IP65 certified (certificate from IP Testing Lab to be provided)	Y	F/C1/N
HW	Power	9.2	Support input voltage of 230 V AC/ 50 Hz +- 5% variation. Bank will provide power point.	Y	F/N
HW	Cabinet	10.1	The cabinet must house all the components of the terminal / kiosk and must be ergonomically designed and of compact design and colour as per make & model approved by Bank.	Y	F/C1/N

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HW	Cabinet	10.2	All devices must be optimally located and secured, with easy serviceability.	Y	F/N
SW	Kiosk Application and Remote Management Software	11.1	Workflow: Passbook Printing Kiosk terminal -> Middleware -> Core Banking -> Middleware -> Passbook Printing Kiosk terminal for Passbook Print & Reprint and sending NACK (sending negative acknowledgement)	Y	F/C1/N
SW	Kiosk Application and Remote Management Software	11.2	Payload request may be encrypted as per the algorithm and format specified by SBI. Comply with security guidelines specified by SBI (as and when updated) at no additional cost.	Y	F/C1/N
SW	Kiosk Application and Remote Management Software	11.3	The Kiosk should be capable of printing the passbook in regional languages after converting to the specified language based on the text received for Printing. The text shared by the bank for printing will be in English.  The data format and the passbook specification will be common for any type of Kiosks including the existing Kiosks. Application should be able to identify the printed pages to avoid overlapping with facility like OCR (Optical Character Recognition)	Y	F/C1/N
SW	Kiosk Application and Remote Management Software	11.4	Will be a communication tool and will maintain log for all transactions initiated from Kiosk and also received at Kiosk end.	Y	F/C1/N
SW	Kiosk Application and Remote Management Software	11.5	Encryption of application logs and the functionality for decrypting the same for log analysis / troubleshooting the issues.	Y	F/C1/N



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SW	Kiosk Application and Remote Management Software	11.6	Integration of RMS with SBI SSO application for authentication.	Y	F/C1/N
SW	Kiosk Application and Remote Management Software	11.7	Capable of remotely managing the kiosk transactions and automatic pulling OS and Application logs from all kiosks on regular basis.	Y	F/C1/N
SW	Kiosk Application and Remote Management Software	11.8	Component level health monitoring like Printer and cartridge	Y	F/C1/N
SW	Kiosk Application and Remote Management Software	11.9	Centralized solution to check the patches of OS installed and configuration of Kiosks (like Mac ID, IP address, User information, h/w details viz RAM, Storage etc. as specified by SBI)	Y	F/C1/N
SW	Kiosk Application and Remote Management Software	11.10	Remote pushing of application Patches (Provision for update of OS & other patches viz anti-virus updates preferred)	Y	F/C1/N
SW	Kiosk Application and Remote Management Software	11.11	RMS application (web based) with admin / supervisor rights	Y	F/C1/N
SW	Kiosk Application and Remote Management Software	11.12	Encryption of data at rest & transit.	Y	F/C1/N
	Kiosk Application and Remote Management Software	11.13	Switch Kiosk to preventive maintenance mode when preventive maintenance is being done and the details to be captured and monitored through RMS - Health Dashboard	Y	F/C1/N
SW	Kiosk Application and Remote Management Software	11.14	Multi - Level Categorization /Grouping of Kiosks in RMS based on the organization structure in SBI.	Y	F/C1/N

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SW	Kiosk Application and Remote Management Software	11.15	Auto Call logging based on Terminal Status with accurate error description.	Y	F/C1/N
SW	Kiosk Application and Remote Management Software	11.16	Provision for manual call logging & closure in RMS	Y	F/C1/N
SW	Kiosk Application and Remote Management Software	11.17	Dashboard & Reports in RMS based on SBI requirement.	Y	F/C1/N
SW	Kiosk Application and Remote Management Software	11.18	Schedule automatic startup and shut down of Kiosks remotely through RMS.	Y	F/C1/N
SW	Kiosk Application and Remote Management Software	11.19	Should be able to take Remote Console of Kiosk through RMS Application based on IP address.	Y	F/C1/N
SW	Kiosk Application and Remote Management Software	11.20	Centrally Monitoring the Domain info, AV Signatures, OS and Application Patches, network information, Hard disk status etc	Y	F/C1/N
SW	Kiosk Application and Remote Management Software	11.21	Grouping /Customization of reports as per the requirement of SBI.	Y	F/C1/N
SW	Kiosk Application and Remote Management Software	11.22	Auto restart of Kiosk in case of power interruption/failure.	Y	F/C1/N
SW	Kiosk Application and Remote Management Software	11.23	Integration with Active Directory, Anti-Virus & NAC and any other Bank Specified application / agent for Kiosk & Servers. To be complied with information security guidelines of SBI.	Y	F/C1/N

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SW	Kiosk Application and Remote Management Software	11.24	Payload request to be encrypted along with Source authentication and hashing as per the algorithm and formats specified by SBI. Comply with security guidelines specified by SBI (as and when updated) at no additional cost.	Y	F/C1/N
Services & Integration	Kiosk Service calls and downtime in SBI SMT	12.1	Integration of Vendor RMS, SBI SMT & Vendor CRM application for auto call open / update & closure, kiosk health status and for details of kiosk etc as specified by Bank.	Y	F/C1/N
Services & Integration	Kiosk Service calls and downtime in SBI SMT	12.2	APIs to developed with the Bank specified request & response formats.	Y	F/C1/N
Services & Integration	Kiosk Service calls and downtime in SBI SMT	12.3	Payload request to be encrypted along with Source authentication and hashing as per the algorithm and formats specified by SBI. Comply with security guidelines specified by SBI (as and when updated) at no additional cost.	Y	F/C1/N
Services & Integration	Kiosk Service calls and downtime in SBI SMT	12.4	Auto Call logging & Closure at both SMT & vendor RMS/ CRM based on Kiosk health Status received at RMS / CRM end.	Y	F/C1/N
Services & Integration	Kiosk Service calls and downtime in SBI SMT	12.5	Ticket status to be updated in SBI SMT based on engineer assigning at CRM end.	Y	F/C1/N
Services & Integration	Kiosk Service calls and downtime in SBI SMT	12.6	Kiosk specific details & health parameters to be updated in SMT application.	Y	F/C1/N
Services & Integration	Help Desk	13	Dedicated Call centre for incident management and providing support to branches for resolution of complaints	Y	F/N
Services & Integration	Comprehensive Security Review / IS Audits / Other Audits	14.1	Applications (Kiosk application, RMS, integration with SMT and any other integrations done with Bank's System) will be subjected to Bank initiated audits and further the	Y	F/C1/N

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			closure of observations and evidences to be shared within the specified timelines at no additional cost		
Services & Integration	Comprehensive Security Review / IS Audits / Other Audits	14.2	Source code (Kiosk application, RMS, integration with SMT and any other integrations done with Bank's System) to be shared with audit team as and when required by the bank and further closure of observations at no additional cost	Y	F/C1/N
Services & Integration	Comprehensive Security Review / IS Audits / Other Audits	14.3	Source code (Kiosk application, RMS, integration with SMT and any other integrations done with Bank's System) to be certified by a certification agency or Bank empaneled CISA Certified Auditors, to be free of defects and malware/virus, as and when required by the bank at no additional cost	Y	F/C1/N
Services & Integration	Comprehensive Security Review / IS Audits / Other Audits	14.4	Implementation of latest Secure Configuration of OS, APP/ WEB/ DB & Applications including Swayam Kiosk as per Bank's Policy as and when advised by the Bank at no additional cost.	Y	F/C1/N
Services & Integration	Comprehensive Security Review / IS Audits / Other Audits	14.5	Timely closure of VAPT (Vulnerability Assessment & Penetration Testing) observations and Security incidents as and when raised at no additional cost to the Bank.	Y	F/C1/N
Services & Integration	Comprehensive Security Review / IS Audits / Other Audits	14.6	Comply with security guidelines specified by SBI (as and when updated) at no additional cost.	Y	F/C1/N
Services & Integration	FLM	15.1	Only qualified maintenance personnel familiar with the equipment shall perform all repairs and maintenance services	Y	F/N
Services & Integration	FLM	15.2	Supply and replenish Original PB printer ribbons	Y	F/N

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Services & Integration	SIS	16.1	Qualified engineers for grouting and de-grouting kiosks (if applicable)	Y	F/N
Services Security Services	Information Security	17	Comply with security guidelines specified in Appendix – Q (Bidder to submit compliance certificate in line with Appendix Q on their letter head)	Y	F/N

**a. UPS & Batteries**

- The UPS & Batteries are to be kept in Back room.
- The battery back-up capacity will depend on the main power supply in that area.

Description	Make
<p>2 KVA UPS with at least 8 hours Fast Charging SMF/Lithium-ion batteries back up.</p> <p>Microprocessor / DSP based Online UPS 2 KVA Single Phase <del>with Isolated output</del>,                      USB enabled with Software to facilitate completion of last transaction before gracefully shutting down the CD.                      Technical Specifications:                      Input Voltage Tolerance: 120-290 V.                      Input Frequency Tolerance: 47Hz to 53Hz                      Output Voltage: 230 V +/- 1% No Load to Full Load.                      Output Frequency: Mains Synchronised / 50Hz+/- 0.05% in free running mode.                      Overall efficiency: &gt; 90% AC to AC.                      Recharge Time: &lt; 12 Hours up to 90% Capacity.                      Overload Capacity: 110% for 1Minute, 130% for 1Sec                      Total Harmonic Distortion: &lt; 4%,                      Output Filtration: RC &amp; EMI                      Protections: Short Circuit, Overload, Low Battery, Over Charge.                      With Audible Alarm for low battery and inverter trip.                      Temperature tolerance: 10 to 45 degree C for the UPS                      Humidity tolerance: &lt;= 90% non-Condensing                      Indications Digital Display:                      AC I/P O/P Voltage, AC I/P O/P Current, DC Voltage, DC Current &amp; Battery Status                      Special Requirement: <del>Auto-restart at Mains after Low Battery or Overload, Cold start at 90% of the rated load.</del>                      8 hours battery back-up. Min VAH: 8600.</p>	<p>Numeric, Epoch, Novateur, Tritronics, APC, DB, Emerson, E &amp; C, Techser, Aplab or of any equivalent make and having a good service network across the country. SMF/Lithium-ion batteries of Hitachi, Rocket, Panasonic, Exide powersafe, AmaraRaja, Amco Best, Numeric, U_PLUS, HBL, CSB, Newmax (all with 18 months warranty) or of any equivalent/similar make and having a good service network across the country.</p>

<b>Bidder Details</b>
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## 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.	Company Pan Number	
7.	Company GSTIN Number	
8.	Particulars of the Authorized Signatory of the Bidder <ul style="list-style-type: none"> <li>a. Name</li> <li>b. Designation</li> <li>c. Address</li> <li>d. Phone Number (Landline)</li> <li>e. Mobile Number</li> <li>f. Fax Number</li> <li>g. Email Address</li> </ul>	
9	Details for EMD	

**Name & Signature of authorised signatory**

**Seal of Company**



Scope of Work

**Procurements for New Auto-flip Barcode Based Passbook Printing kiosk installation under this Request For Proposal (RFP) will be for the period of Seven years from the date of installation, which can be extended for another period up to three years in one or more tranches as per sole discretion of the bank with revised comprehensive AMC rate as per clause 19(g) of Appendix-L**

**1. Procurement of New SWAYAM (AF-BBPPK) - with Warranty, Comprehensive AMC and Support Services.**

**Procurement of 1,000 New SWAYAM (AF-BBPPK) with (+/- 25% buffer Quota)**

- 1.1 Supply, integration, testing, installation, commissioning, and Comprehensive Maintenance of new SWAYAM (AF-BBPPK).
- 1.2 Bank proposes to procure 1000 (One Thousand only) New SWAYAM (AF-BBPPK) with (+/- 25% Buffer Quota) with Comprehensive AMC to be installed pan India onsite/ offsite locations as per bank's discretion. Procurement of UPS & Batteries with AMC, Grouting & De-Grouting will be optional and Circle authorities will decide to use if required on case to case basis.
- 1.3 The Bank is looking for Bidders who can supply, integrate, test, install, commission and maintain SWAYAM (AF-BBPPK) on turnkey basis and undertake responsibility for the same. Bidders should note that SWAYAM (AF-BBPPK) will be deployed across the length and breadth of the country as per requirements of business and the bidder will have to guarantee that support will be available for the SWAYAM (AF-BBPPK) across the country for a minimum period of 7 years. Which can be extended up to another 3 years in one or more tranches as per sole discretion of bank with revised comprehensive AMC rate as per clause 19(g) of Appendix-L.
- 1.4 If during the period of warranty and Comprehensive AMC Contract period, an SWAYAM (AF-BBPPK) is frequently becoming out of order for technical reasons or due to machine breakdown for more than three times in a quarter, bidder to replace the SWAYAM (AF-BBPPK) with another new SWAYAM (AF-BBPPK) of same model & make with exactly same technical specifications as tested in the SBI IT Lab at no extra cost to the Bank. The selected bidder should update /supply/ install necessary changes in SWAYAM (AF-BBPPK), if any, due to regulatory compliance, the same should be available at no additional cost to the Bank irrespective whether it being minor or major modifications. All upgradations and any new type of Hardware (with associated software /drivers for that Hardware) will be done by the vendor free of cost for entire contract period under the comprehensive AMC.
- 1.5 Bidder will have to develop monitoring tool (RMMS) for component wise monitoring of kiosks including monitoring of ribbon ink and for auto call logging of non-functional kiosks (including ribbon replacement alert) indicating the exact error for non-operational, at no extra cost.
- 1.6 Bidder will have to integrate their RMMS / CRM with the Health Monitoring dashboard of the Bank, at no extra cost.

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1.7 There shall be SBI's YONO branding colour scheme on the facia of the machine. The facia should be factory painted in the SBI INK BLUE COLOUR (L481-105899 / RGB 40-0-113 / Hex #280071) scheme and YONO PRINTED vinyl wraps SHOULD BE STUCK ONTO THE MACHINES. The acrylic parts should be of the single SBI Blue colour specified in the RFP. The visible screen, keypad, front console can be as per OEM's default colour. The final colour appearance will be discussed with the successful bidders before implementation & rollout. The successful bidders should provide a 3D model representation for visualization and clarity. The Bank's decision will be binding on the successful bidder. The final appearance will be decided by the Bank after taking into consideration the 3D model. As part of the Comprehensive AMC Services, there should not be fading or torn off vinyl wraps and their replacements to be done by the bidder on their own without waiting for Bank's intimation. If such replacement is advised by the Bank, it should be completed by the bidder within 5 days of intimation. Penalty @ ₹ 100 per day from the 6th Day onwards per non-complied SWAYAM (AF-BBPPK) will be levied.

Indicative picture below:-

Name Display(Above the machine or on wall behind the machine)



2x1

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- 1.8 As the deployment of SWAYAM (AF-BBPPK) will be all over the country, the applicant will necessarily have to undertake installations at all locations.
- 1.9 SWAYAM (AF-BBPPK) provider must ensure that the **Hard Disk Drive** of the SWAYAM (AF-BBPPK) being replaced, is handed over to the Branch Manager / his representative and this should be recorded in the Installation Report to be signed by the SWAYAM (AF-BBPPK) and the Bank. The SWAYAM Provider should also give an undertaking that the integrity of the data on the Hard Disk will not be compromised and put to any misuse, causing financial / reputational loss to the Bank.
- 1.10 The selected bidders will have to provide the SWAYAM (AF-BBPPK) as per the technical specifications mentioned elsewhere in this RFP.
- 1.11 Immediate support for Bug fix, customisation, modification, enhancement related to regulatory or causing the financial loss to the Bank or affecting the Bank's reputation or the Bank terms it as critical, and its quick release without any additional cost to the Bank. The Bank should not suffer loss due to any bug / defect of the machine. The Bank's decision with regard to bug/ defect/ faulty functioning of the machine will be final and binding on the bidder. In case the bug/ defect/ faulty functioning resolution requires development / R&D from OEM of the SWAYAM (AF-BBPPK), the bidder should ensure that the OEM does the required development within the stipulated time agreed by the Bank. A penalty of Rs.500 per day per non-complied machine shall be applicable for delay after the agreed stipulated timeframe, attributable to vendor. The Bank's decision on allowing the exclusions shall be final and binding on the Vendors.

- 1.12 Bank proposes to procure fully functional SWAYAM (AF-BBPPK) in terms of both the hardware and software for the entire life of the machines i.e. minimum 7 years which can be extended for another period of 3 years in one or more tranches as per the sole discretion of the Bank with existing discovered comprehensive AMC rate. Responsibility for and the costs involved in, ensuring that the SWAYAM (AF-BBPPK) run on legal and supported hardware and software, including Operating Systems, rests with the bidder, for the entire life of the machines. All operating system upgrades / proprietary software upgrades / patches/ licenses will be provided duly tested at GITC Lab and two live sites free of cost to the Bank during the period of the Contract/Agreement.
- 1.13 The SWAYAM (AF-BBPPK) needs to be energy efficient. The SWAYAM (AF-BBPPK) to be supplied have to be fully functional in extreme weather conditions (Temperature: from -10<sup>0</sup>C up to 50<sup>0</sup>C (Without air conditioner), Relative humidity: 5% to 95% (Without air conditioner), dust, etc.) within the country.
- 1.14 A complete write-up on security features of the SWAYAM (AF-BBPPK) must be provided with the relative technical bid.
- 1.15 The vendor will ensure that at the time of delivery of SWAYAM (AF-BBPPK) they are not affected by virus/ malware and will ensure that the vendor's employees attending to the SWAYAM (AF-BBPPK) during warranty period/ Comprehensive AMC period do not introduce virus/ malware and in the case of any dispute Bank's decision will be final.
- 1.16 SWAYAM (AF-BBPPK) deployed should comply with RBI, IBA, Central / State / Local Authority guidelines. The vendor should ensure to meticulous compliance of guidelines issued by Ministry of Finance (DFS) with Gazette Notification No.CG-DL-E-02022024-251744 dated 02.02.2024 regarding "Accessibility Standards and Guidelines for Banking Sector" and further guidelines thereof during contract period. If any new guidelines are issued by these organizations, the bidder/vendor shall arrange for its compliance / upgradation and bear the cost for the same. Non-compliance by bidders shall attract penalty of ₹ 1,000 per day from the end date advised by the Bank for compliance.
- 1.17 SWAYAM (AF-BBPPK) supplied under this RFP will be subject to the Comprehensive Warranty of one year and Comprehensive Annual Maintenance Contract for six years. During the entire contract period, all cost related to upgradation, installation of hardware required in future, maintenance of SWAYAM (AF-BBPPK), repair and replacement of spare parts, cost of consumables excluding ribbons, replacement of UPS and batteries etc (wherever supplied by vendor) shall be borne by vendor. Vendor shall be paid Comprehensive Annual Maintenance Contract charges on quarterly basis. The cost of the ribbon/cartridge as discovered in this RFP will be paid on actual consumption basis and no additional visit charges will be paid for replacement/change (if required) of such ribbon/cartridge to the vendor.
- 1.18 The system will have to be integrated with the existing Core Banking System of the Bank. The bidder/s will be responsible for integration with CBS through Middleware. In this direction, successful bidder will liaison and implement necessary configuration with the network and other vendors of the Bank.
- 1.19 Development, deployment and maintenance of Software Solution with enterprise-wide license for printing of Passbook transactions / [Barcode stickers](#). The software needs to be integrated with existing core banking system of the Bank through middleware which will be provided by Bank.

- 1.20 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 the Bank's requirements.
- 1.21 The bidder will have to provide the necessary interface to all the application software being run at kiosks, wherever required by the Bank.
- 1.22 The system should be capable of centrally pushing the Bank's advertisements, application updates to all the Kiosks, pushing patches to kiosks in bulk (segregated based on circle/OS type) etc.
- 1.23 Two resources should be provided by each bidder/vendor to manage Remote Monitoring Management System (RMMS), Interface server, MIS, Call complaints/monitoring etc., faster resolution of issues at no extra cost to the Bank. In addition to above resources the following will also be provided by the bidder:
  - i. 2 DBA (Data Base Administrator): For maintaining DB servers for Remote monitoring application & Kiosk application and ad-hoc reports (Suitable resource with 3+ years of experience)
  - ii. 2 System Administrator: For maintenance of Servers, closure of VA & Audit observations (Suitable resource with 5+ years of experience)Vendor is liable for a penalty of ₹500 per day per resource on unavailability of the resource. This support is required for contract period of 7 years or decided by bank in line with extension of AMC contract with no additional cost to the Bank. The resources will be at the disposal of the Bank. Bidder support Staff should have proper identity verification including Police verification.
- 1.24 The bidder will have to provide and deploy the necessary functionality for printing narration of entries in Hindi, English and any one regional language (to be decided by Bank). Minimum of 12 regional languages support required (English, Hindi, Marathi, Malayalam, Tamil, Telugu, Bangla, Odia, Punjabi, Kannada, Gujarati, Assamese) at no extra cost to the Bank.
- 1.25 The bidder will be responsible for complying with the security policies of bank (both kiosk and server end) at no extra cost.
- 1.26 Full RMS support including but not limited to applying SCD on servers, maintenance of servers, VAPT and bug fixing, back up and restoration of databases at no extra cost.
- 1.27 Source code (both kiosks and RMS) to be certified by a certification agency or Bank empanelled CISA Certified Auditors, to be free of defects and malware/virus, as and when required by the bank at no additional cost.
- 1.28 The data format and the passbook specification will be common for any type of Kiosks including the existing Kiosks. Application should be able to identify the printed pages to avoid overlapping with facility like OCR (Optical Character Recognition). Application/printer itself shall have capability to identify the last printed page & line in the passbook and based on that shall continue printing the passbook along with auto flip functionality (auto turning the page), failing the same penalty of Rs. 1000/day per machine will be charged.
- 1.29 All existing Compliances of Guidelines / Advisory / Orders/ statutory Instructions/ SOP issued by Bank, State / District / Local Administration / GoI / IBA / RBI / MHA / NPCI etc. to be followed and complied by the successful bidders ab-initio and throughout the contract period for each machine / site. Any new future guidelines /advisory by any statutory /



regulatory authority shall be complied without any cost to the Bank and within the timeline advised by the authority.

- 1.30 Deployment Methodologies: Documents on deployment framework, tools, templates & utilities to be provided by vendor.
- 1.31 Grouting of SWAYAM (AF-BBPPK), **wherever required**: -  
“Putting in Anchor fasteners - min. 6” long anchor fasteners of Fischer make or equivalent. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding & repairing broke tiles, if any.”

## **2. Warranty, Comprehensive Annual Maintenance Contract, and its support services:**

The SWAYAMs supplied under this RFP will be subject to the comprehensive Warranty for one year and thereafter comprehensive Annual Maintenance Contract for six years including replacing consumables excluding ribbons (which can be extended up to three years at the sole discretion of the Bank at revised AMC rate as per clause 19(g) of Appendix-L). All components of SWAYAMs and its accessories including repair/replacement will be covered under comprehensive AMC. Vendor to ensure uptime of SWAYAM (BBPPK) irrespective of number of visits at the site/SWAYAMs, without any additional cost to the Bank. Further, Vendor to provide support services mentioned under the head Warranty and Comprehensive Annual Maintenance contract and elsewhere in the RFP. The cost of the ribbon/cartridge as discovered in this RFP will be paid on actual consumption basis and no additional visit charges will be paid for replacement/change (if required) of such ribbon/cartridge to the vendor.

## **3. Remedial Hardware Maintenance:**

- 3.1 Remedial Hardware Maintenance shall cover free supply and replacement of spares, components, devices as well as labour required to repair a malfunctioning of SWAYAMs caused due to any reasons other than the conditions mentioned in below clause 3.4 (Exclusions permitted for replacement of machine) and restore it to good operating condition without any additional cost to the Bank.
- 3.2 Remedial hardware maintenance includes software support (and software reload, OS Reload etc.) Further, it covers, inter-alia, free provision of spares, parts, kits, software, drivers etc., as and when necessary to ensure that SWAYAMs function in a trouble-free manner. SWAYAMs Provider shall correct any faults and failures caused due to any reason, in the equipment and shall repair and replace worn out defective parts of the SWAYAMs as and when requested by the Bank. Unserviceable spares, components, devices of the SWAYAMs caused due to any reason should be replaced free of cost by SWAYAMs provider within the aforesaid resolution time (if it affects / impacts the operation of the SWAYAMs) and within two working days (if it does not impact the operation of SWAYAMs).
- 3.3 If any SWAYAMs is beyond repair, it should be replaced with a new one within 30 days from the day when the machine is classified as beyond repair irrespective of reasons (classification to be done within 7 days of incident occurrence), without any cost to the bank, during the contract period and extension(s) thereof. The replaced machines should be of the exact same specifications which were provided to the Bank at the time of initial testing at the Bank’s IT Lab. In case, bidders do not have the machines with the same specifications in all aspects, then the machine (with different specification, but not lower than the minimum specifications

mentioned in this RFP) should be provided to the Bank's GITC lab for testing. The Bank's re-testing charges of Rs. 5 lakh should be borne by the bidder.

- 3.4 Exclusions permitted for free replacement of machines, subject to fulfillment of below mentioned clauses and acceptance by Bank's Insurance Company-

For the machines destroyed / beyond repair due to:

- a) Natural calamities (like flood, earthquake, fire, tsunami etc.),
- b) machine uprooting (and uprooted machine stolen away),
- c) any vandalism case which requires machine replacement and the same is also confirmed by the Insurance Surveyor and acceptable to the Insurance Company for Insurance Claim.

In above cases (a) to (c), machine will be replaced by the vendor and Bank will pay the cost of the machine at the discovered rate in this RFP.

- 3.5 Adequate spares, components and devices required for running SWAYAMs should be stored and available at selected bidders' offices' at Banks all LHO and RBO's locations which are subject to Bank's verification at any time.
- 3.6 The Bidder should provide Auto-flip Barcode Based Passbook Printing Kiosk Solution, including but not limited to providing the required Hardware, Software, Databases, Third Party Utilities, if any, and installation, testing, commissioning, warranty, annual maintenance, required/guaranteed uptime, etc. The system will have to be integrated with the existing applications viz Core Banking System of the Bank through EIS and Swayam Monitoring Tool (SMT). In this direction, successful bidder will liaison and implement necessary configuration with the network and other vendors of the Bank.
- 3.7 Development, deployment and maintenance of Software Solution with enterprise-wide license for printing of Passbook transactions. The softwares viz Kiosk application to be provided by bidder and the same needs to be integrated with existing core banking system of the Bank through middleware and RMS & CRM with SMT for service call open/update and closure, also for capturing the Kiosk details and health status for availability , uptime / downtime , penalty calculation etc, for which the details / specifications will be provided by Bank.
- 3.8 To provide all necessary hardware and software required to make the solution work strictly as per Bank's technical specifications. The specifications given are minimum. Bidders can quote equivalent or higher technical specifications to meet the Bank's requirements.
- 3.9 The bidder will have install all Bank specified agents / software in the Kiosks & servers and to provide necessary interface wherever required by the Bank at no additional cost.
- 3.10 The bidder/s will be responsible for integration with CBS through Middleware and also to SMT from RMS & CRM. Also Kiosk to RMS for Kiosk Monitoring & Management and any other integration which is being specified by the Bank during the period of contract.
- 3.11 The data format and the passbook specification will be common for any type of Kiosks including the existing Kiosks. Application should be able to identify the printed pages to avoid overlapping.
- 3.12 The bidder will have to provide and deploy the necessary functionality for printing the entries in 12 regional languages as specified by the Bank apart from printing in English, at no extra cost, so that the customers are able to print their transactions in regional language



also. The Kiosk should be capable for translating the text to the specified regional language. The text shared by the bank for printing will be in English only.

- 3.13 Bidder will have to develop monitoring tool (RMS) for component wise monitoring of kiosks , hardware details including monitoring of ribbon ink and for auto call logging of non-functional kiosks (including ribbon replacement alert) indicating the exact error for non-operational kiosks, bulk pushing of patches to Kiosk , pulling of logs for error/ log analysis , maintaining the circle / geographical location wise Kiosk details . The system should be capable of centrally pushing the Bank's advertisements, application updates to all the Kiosks, pushing patches to kiosks in bulk (segregated based on circle/OS type) etc as well pulling the logs from Kiosks for trouble shooting at no additional cost.
- 3.14 Bidder will have to integrate their RMS & CRM with the Swayam Monitoring Tool of the Bank, for capturing Kiosk details , Kiosk health status monitoring , service call open / update & closure , at no extra cost.
- 3.15 The bidder will be responsible for complying with the security policies of bank (ie Servers DB/ APP / WEB, Kiosk, RMS, and the integrations done with Bank's Internal applications & systems) at no extra cost.
- 3.16 Full support including but not limited to application support , error analysis and resolution, applying SCD on servers including app , web & DB, maintenance of servers, VAPT and bug fixing, back up and restoration of databases , closure of security observations , security certificate updates , conducting DR drills & IBCE at no extra cost.
- 3.17 Applications (Kiosk application, RMS and integrations done with Banks Internal system / application) will be subjected to Bank initiated audits & reviews and further the closure of observations and evidences to be shared within the specified timelines at no additional cost.
- 3.18 Source code (Kiosk application, RMS and integrations done with Banks Internal system / application) to be shared with audit team as and when required by the bank and further closure of observations at no additional cost.
- 3.19 Source code (Kiosk application, RMS and integrations done with Banks Internal system / application) to be certified by a certification agency or Bank empanelled CISA Certified Auditors, to be free of defects and malware/virus, as and when required by the bank at no additional cost.
- 3.20 Bidder has to comply with all the guidelines related to PB printing kiosks (software & hardware) and mandated by Central/ State Govt. bodies, RBI etc. during the course of contract period at no extra cost to bank.
- 3.21 Bank reserves the right to invoke Penalty, in case of delay in complete closure of security related observations pointed during Banks audit beyond 30 days from the date of reporting to the vendor . The amount may be maximum up to Rs. 5.00 lakhs in a quarter.
- 3.22 Bank reserves the right to invoke Penalty, in case of delay in fixing the application bugs / defects beyond the timelines mutually agreed by the Bank and the Bidder during the contract period. The amount may be maximum up to Rs. 5.00 lakhs in a quarter.
- 3.23 Services include releases and software code corrections for the current software version to support existing functionalities of the Equipment listed in Appendix C, wherever applicable, of the RFP which shall be provided and installed at all SWAYAMs free of cost to the Bank and the last release of the prior software version for SWAYAM Provider Equipment should be preserved. All engineering changes generally adopted hereafter by the SWAYAM Provider for equipment like that covered by this agreement, shall be made to the machine/equipment at no

cost to the Bank. Qualified maintenance engineers totally familiar with the machines shall perform all repairs and maintenance services described herein.

- 3.24 Bidder should fully support to resolve any issue/bug related to software/hardware/components/services/ parameters /configuration/ OS /devices /drivers /terminal diagnostic tools /utilities /patches provided by SWAYAMs provider for smooth running of Solutions.
- 3.25 Service like DNS (Domain Name System) setting, IP address changes, or any other activities which cannot be performed by Centralized solutions as and when requested by Bank should be provided by vendor without any additional cost to the Bank.
- 3.26 Bidder should ensure that any software/patches/any change in Hardware introduced by them throughout the contract period, will be tested in coordination with Solution Provider and approved by the Bank before it is deployed into production by SWAYAM provider.
- 3.27 To provide the complete details with escalation matrix for reporting issues along with URL where the call is required to be logged. Vendor shall require to integrate with Bank's Swayam Monitoring Tool.
- 3.28 SWAYAMs provider to share their respective product (Hardware (HW)/Software (SW)) roadmaps including software releases / updates to the Bank on a regular basis.
- 3.29 Extend support for all changes related to calendar quarter are fully tested and ready for release by end of the calendar quarter and pilot at two SWAYAMs.
- 3.30 Preventive Maintenance shall be provided to ensure that SWAYAMs are maintained in good operating condition as per Equipment Specifications and includes the provision of labour, service parts as deemed necessary by Vendor and travelling time at no additional cost to Bank.
- 3.31 SWAYAMs Provider 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 SWAYAMs and necessary repairing of the SWAYAMs) at such intervals (minimum once in a calendar quarter-{Please note that this will not restrict any other visit required for any other purpose at the SWAYAMs by the Bank}) as may be necessary from time to time to ensure that the SWAYAMs is in efficient running condition to ensure trouble free functioning. Such visits could also be covered in visits for trouble shooting provided preventive maintenance is also done. Vendor should submit to the Bank a report as per requirement given in Online Portal **or** alternatively confirmed through the Web Portal. If no system/portal in place, Bank shall maintain a register at its site in which, the Bank's operator/ supervisor shall record each event of failure and / of malfunction of the equipment. SWAYAMs Provider's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, SWAYAMs Provider's engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official. Preventive maintenance needs to be scheduled at a time convenient to the Vendor and Bank or may be performed during the remedial maintenance. The selected bidder is required to share the quarterly schedule of Preventive Maintenance (SWAYAMs ID-wise) with SWAYAM Operations team under Anytime Channel Department at the respective Local Head offices at least 15 days in advance. Signed Preventive Maintenance report from End Point Provider's Engineer is must and should be properly filed at the appropriate locations.

#### 4. Implementation and Post Implementation Support:

- i. Trouble shooting of Solutions/Agents at the SWAYAM (AF-BBPPK) for non-functioning of any of its functionality or SWAYAM (AF-BBPPK) is down irrespective of facts whether it relates to Solutions/Agents or hardware breakdown. The SWAYAM (AF-BBPPK) Provider will take full responsibility for ensuring that the SWAYAM (AF-BBPPK) is functional with Solutions installed on the same and will coordinate with the Solution Provider aimed at operationalization of SWAYAM (AF-BBPPK) and share the logs if required.
- ii. Root cause analysis for issues in coordination with GITC and submit the report to the Bank.
- iii. To share the status of roll out with the Bank and Solution provider.

#### 5. Project Plan, delivery and Schedule ('X' represents date of Letter of Intent, Y = X+75 days):

Activity	Sub-Activity	No. of terminals to be covered	Owner	No. of Calendar Days and not working days.
Test Machine delivery	Delivery of test machines with UPS & batteries and all software at IT Lab and thereafter in Live environment.	(i) L1 should provide, pro bono, 2 SWAYAM (AF-BBPPK) of the model that they intend to supply. (ii) L2 should provide, pro bono, 2 Swayam (AF-BBPPK) of the model that they intend to supply. In both the cases above, 1 kiosk will be deployed in live environment and tested and 1 kiosk will remain in the test environment at <b>IT Lab, GITC.</b>	SWAYAM (AF-BBPPK) Provider	X+10 days
Testing of machine	Customisation, Integration, Installation and testing (including end to end UAT/ SIT/Security Review) by the Swayam (AF-BBPPK) Provider with Native Applications/Agents at test environment at <b>IT Lab, GITC</b> and	(i) L1 should provide, pro bono, 2 Swayam (AF-BBPPK) of the model that they intend to supply. (ii) L2 should provide, pro bono, 2 Swayam (AF-BBPPK) of the model that they intend to supply. In both the cases above, 1 kiosk will be deployed in live environment and	SWAYAM (AF-BBPPK) Provider	X+60 days

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	thereafter In Live environment.	tested and 1 kiosk will remain in the test environment at IT Lab, GITC.		
<b>Pilot Rollout</b>	Live Pilot Testing, Monitoring and Observations		SWAYAM (AF-BBPPK) Provider + Bank	X+75 days

Phase	Roll-Out Plan (L1)	Roll-Out Plan (L2)	Timelines (Days)
I	350	150	Y+45
II	350	150	Y+90
Total	700	300	

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**Appendix-F**

**Indicative Commercial Bid**

The indicative commercial Bid needs to be uploaded on GeM portal containing the following information.

**Name of the Bidder:**

**A. Product Cost**

Sr. No	Sub- No	Details	Unit Rs/% Year  Qty	Unit Rate (Without GST)	Period (Years)	Quantity	Amount in Indian Rupees (Without GST)	Applicable GST rate	Amount in Indian Rupees (With GST)	Minimum /Maximum Criteria, if any	Proportion to Total Cost (%)
<b>TOTAL COST OF OWNERSHIP (TCO)</b>							<b>1</b>				
<b>1</b>		<b>Procurement of Swayam (AF-BBPPK) - with Warranty, Comprehensive AMC.</b>					<b>1=1a+1b+1c+1d+1e+1f+1g</b>				
	a	Procurements of SWAYAM (As per Tech spec Hardware & Software) INCLUDING: i. one year Warranty.	Rs.   -   Qty		NA	1000					
	b	Comprehensive AMC for 6 years on Swayam (AF-BBPPK) including repair, replacements of spare parts, Consumables excluding ribbons % p.a. on amount of item (1a)	%  Year Qty		6	1000				max 10% of (1a)	
	c	Cost of Ribbons/Cartridge	Rs.   -   Qty		7	42000*				max 1% of (1a)	
	d	UPS as per specification mentioned in the RFP including 1 year warrenty.	Rs.   -   Qty		NA	1000					
	e	Comprehensive AMC of UPS ( 1 yr warrenty plus 6 year AMC) % p.a. on amount of item (1d)			6	1,000				max 10% of (1d)	
	f	Fast Charging SMF/Lithium-ion Batteries for UPS for atleast 8 hours backup	Rs.   -   Qty		NA	1000					
	g	Comprehensive AMC of Batteries ( 1 yr warrenty plus 6 year AMC) % p.a. on amount of item (1f)	Rs.   -   Qty		6					max 10% of (1f)	
<b>2</b>		<b>Optional Products &amp; Services (not included in TCO, derived from line-items under No.1)</b>									
	h	Grouting	Rs.   -   Qty			1000				Max Rs 2000	
	i	De-Grouting	Rs.   -   Qty			1000				Max Rs 1000	

-Procurement of UPS & Batteries, their AMC, quantity mentioned at 1d,1e,1f & 1g is for TCO calculation purpose and may vary (+/-) as per Bank's actual requirement. Circle authorities will decide to order or not as per required/availability of UPS & Batteries at branch on case-to-case basis.

-Total number of Ribbons/Cartridge (1c) in TCO taken as 6 per kiosk per year for 7 years but vendor should provide the same as alerted in RMMS/monitoring tool or as per actual requirement raised by the branch/circles during contract period of 7 years or extension thereof.

Grouting, De-Grouting will be optional and Circle authorities will decide to order or not as per required/availability of UPS & Batteries at branch on case-to-case basis.

-The 'Proportion to Total Cost' percentage mentioned here will have to be maintained in the final price quote by the Bidders. The percentage should be mentioned in two decimal places.

**Important:** The price breakup of all the components must be provided (even if the price is zero). The Bid may be rejected if the price breakup is not provided.

The amount quoted here should be for 7 years.

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This will be the Total Cost of Ownership (TCO) and should be quoted in the reverse auction.

**Taxes**

**Appendix-F1**

		TAX RATE										
		APPENDIX -F1	Taxes not to be included in the price while bidding price									
Sr. No	Sub-No	Details of products /services	Unit Rate	Period	exclusive	exclusive	exclusive	exclusive	exclusive	exclusive	exclusive	
Procurement of SWAYAM(AF-BBPPK) with warranty ,Comprehensive AMC.					GST	Specify Tax	Specify Tax	Specify Tax	Specify Tax	Specify Tax	Specify Tax	
1	a	Procurements of SWAYAM (As per Tech spec Hardware & Software) INCLUDING: i. one year Warranty.										
	b	Comprehensive AMC for 6 years on Swayam (AF-BBPPK) including repair, replacements of spare parts, Consumables excluding ribbons % p.a. on amount of item (1a)										
	c	Cost of Ribbons/Cartridge										
	d	UPS as per specification mentioned in the RFP including 1 year warrenty.										
	e	Comprehensive AMC of UPS ( 1 yr warrenty plus 6 year AMC) % p.a. on amount of item (1d)										
	f	Fast Charging SMF/Lithium-ion Batteries for UPS for atleast 8 hours backup										
	g	Comprehensive AMC of Batteries ( 1 yr warrenty plus 6 year AMC) % p.a. on amount of item (1f)										
2		<b>Optional Products &amp; Services (not included in TCO, derived from line-items under No.1)</b>										
	h	Grouting										

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**Payment Terms**

**Appendix-F2**

Sr. No	Sub-No	Details	Payment terms	Payment Authority
<b>1</b>				
	a	Procurements of SWAYAM (As per Tech spec Hardware & Software) INCLUDING: i. one year Warranty.	100 % on installation of the machine, which has been made operational/tech live. The vendor will submit an Installation Certificate with an undertaking to dispose of existing endpoint as per e-waste policy subject to confirmation by the concerned Branch Manager/ Authorised Bank official as per the format.	Respective DGM CMCS Department at LHO.
	b	Comprehensive AMC for 6 years on Swayam (AF-BBPPK) including repair, replacements of spare parts, Consumables excluding ribbons % p.a. on amount of item (1a)	Payment will be made quarterly in arrears from second year onwards.	Respective DGM CMCS Department at LHO.
	c	Cost of Ribbons/Cartridge	Payment will be made in arrears.	Respective linked Branches/LHOs
	d	UPS as per specification mentioned in the RFP including 1 year warranty.	100 % on installation of the machine, which has been made operational/tech live. The vendor will submit an Installation Certificate with an undertaking to dispose of existing endpoint as per e-waste policy subject to confirmation by the concerned Branch Manager/ Authorised Bank official as per the format.	Respective DGM CMCS Department at LHO.
	e	Comprehensive AMC of UPS ( 1 yr warranty plus 6 year AMC) % p.a. on amount of item (1d)	Payment will be made quarterly in arrears from second year onwards.	Respective DGM CMCS Department at LHO.
	f	Fast Charging SMF/Lithium-ion Batteries for UPS for atleast 8 hours backup	100 % on installation of the machine, which has been made operational/tech live. The vendor will submit an Installation Certificate with an undertaking to dispose of existing endpoint as per e-waste policy subject to confirmation by the concerned Branch Manager/ Authorised Bank official as per the format.	Respective DGM CMCS Department at LHO.
	g	Comprehensive AMC of Batteries ( 1 yr warranty plus 6 year AMC) % p.a. on amount of item (1f)	Payment will be made quarterly in arrears from second year onwards.	Respective DGM CMCS Department at LHO.
<b>2 Optional Products &amp; Services (not included in TCO, derived from line-items under No.1)</b>				
	h	Grouting	If availed by the Bank, Payment will be made in arrears	Respective DGM CMCS Department



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**Appendix-G**

**Undertaking of Authenticity**

To:

The Deputy General Manager (I&R),  
State Bank of India,  
Corporate Centre,  
Anytime Channels Dept.,  
3<sup>rd</sup> floor, The Arcade, World Trade Centre,  
Cuffe Parade, Mumbai 400005.

**Sub: Undertaking of Authenticity for supplied Product(s)**

**Ref: RFP No. SBI/ACV/2024-25/004 dated: 05.06.2024 with Corrigendum-I dated 15.06.2024**

With reference to the Product being quoted to you vide Bid No: \_\_\_\_\_ dated \_\_\_\_\_, we hereby undertake that all the components /parts /assembly / software etc. used in the Product to be supplied shall be original new components / parts / assembly / software only, from respective Original Equipment Manufacturers (OEMs) of the Products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used or no malicious code are built-in in the Product being supplied.

2. We also undertake that in respect of licensed operating systems and other software utilities to be supplied, the same will be sourced 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. Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

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

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

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

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

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

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

Duly authorised to sign Bid for and on behalf of



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Appendix -H

**MANUFACTURERS' AUTHORIZATION FORM**

No.

Date:

To: The Deputy General Manager (I&R),  
State Bank of India,  
Corporate Centre,  
Anytime Channels Dept.,  
3<sup>rd</sup> floor, The Arcade, World Trade Centre,  
Cuffe Parade, Mumbai 400005.

Dear Sir:

**Ref: RFP No. SBI/ACV/2024-25/004 dated: 05.06.2024 with Corrigendum-I dated 15.06.2024**

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

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

3. We also undertake to provide any or all the following materials, notifications, and information pertaining to the equipment's and software solution manufactured or distributed by the Vendor:

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

5. We hereby extend our full comprehensive guarantee, warranty, comprehensive annual maintenance as per the terms and conditions of this RFP and the agreement / contract, in case M/s. \_\_\_\_\_ (Our Authorized representative) emerge as the / one of the

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successful bidders, for the goods and services offered for supply of our authorized representative against RFP. We also undertake that in the event of our authorized representative failing to perform its obligations under the Agreement/Contract for supply, installation and maintenance of SWAYAM (AF-BBPPK) and associated services for any reason whatsoever, we shall perform all the pending obligations as if the Agreement/Contract were between Bank and us.

6. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, has been registered with competent authority. We certify that we fulfil all the requirements in this regard and our Authorized representative is eligible to participate in the above RFP.

Yours faithfully,

Countersigned:

(Bidder)

Date:

(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, duly countersigned. Copy of Board Resolution / Power of Attorney of authorized signatory with KYC documents (PAN and Aadhar) of Manufacturer and Bidder should be attached.*

RFP FOR PROCUREMENT OF 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT SERVICES.



**Appendix -I**

Date:

**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 counter-signed by Company Secretary of the Company and counter-signed by Bidder giving the percentage of local content, on their letter head with Registration Number with seal.>

Date:

To,  
The Deputy General Manager (I&R),  
State Bank of India,  
Corporate Centre,  
Anytime Channels Dept.,  
3<sup>rd</sup> floor, The Arcade, World Trade Centre,  
Cuffe Parade, Mumbai 400005.

Dear Sir,

**Ref. : RFP No. SBI/ACV/2024-25/004 dated: 05.06.2024 with Corrigendum-I dated 15.06.2024**

This is to certify that proposed procurement of SWAYAM (AF-BBPPK) machine is having the local content of \_\_\_\_\_ % and non-local/ imported content \_\_\_\_\_% as defined in the above-mentioned RFP and amendment thereto.

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – including revision thereto Revision vide Order No. P-45021/2/2017-PP (BE-II) dated May 28, 2018 -Revision order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and as per subsequent guidelines issued by Govt of India procurement manual updated up to June 2022 and clarification office memorandum 04<sup>th</sup> March, 2021 regarding non-local suppliers in respect of imported products.

<b>counter-signed: Bidder</b>	<b>Signature of Statutory Auditor/Cost Auditor Registration Number:</b>	<b>Counter Signed: Company Secretary</b>
<b>Seal</b>	<b>Seal</b>	<b>Seal</b>

Certified copy of board resolution for appointment of statutory/ cost auditor should also be enclosed with the certificate of local content.

OR/AND

RFP FOR PROCUREMENT OF 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT SERVICES.



APPENDIX I-2

**Format for Self-Certification of Local Content**

To,

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

Dear Sir,

**Ref.: RFP No. SBI/ACV/2024-25/004 dated: 05.06.2024 with Corrigendum-I dated 15.06.2024**

This is to certify that proposed procurement of SWAYAM (AF-BBPPK) machine is having the local content of \_\_\_\_\_ % as defined in the above-mentioned RFP. We classify as Class-I Local Supplier / Class-II Local Supplier

13 The details of location(s) at which the local value addition is made are as under:

Sl No	Product details	Name of place
1		
2		

3. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated May 28, 2018 -Revision order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and as per subsequent guidelines issued by Govt of India procurement manual updated upto June 2022 and clarification office memorandum 04<sup>th</sup> March, 2021 regarding non-local suppliers in respect of imported products.

<b>counter-signed: Bidder</b>	<b>Counter Signed: Company Secretary</b>
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RFP FOR PROCUREMENT OF 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT SERVICES.



Appendix -J

**PERFORMANCE BANK GUARANTEE FORMAT**

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

1. **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** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre SBI Bhawan, Madame Cama Road, Nariman Point, Mumbai 400021 and one of its offices at Anytime Channels, Corporate Centre, World Trade Centre, Cuffe Parade, Mumbai 400005 (**procuring office address**), hereinafter referred to as "**SBI**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
  
2. 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 and to develop, implement and support ..... (name of Software Solution/ Service) (hereinafter referred to as "**Services**") to SBI in accordance with the Request for Proposal (RFP) No. SBI/ACV/2024-25/004 dated: 05.06.2024 with [Corrigendum-I dated 15.06.2024](#) including its corrigendum, if any.
  
3. WHEREAS, SBI has agreed to avail the Services from the Service Provider for a period of \_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.
  
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated....., Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of the Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.
  
5. WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_ months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

RFP FOR PROCUREMENT OF 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT SERVICES.



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

**NOW THIS GUARANTEE WITNESSETH THAT**

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

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

- i. Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- ii. This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- iv. The guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- v. This guarantee shall be a continuing guarantee during its validity period and the SBI can make its claim in one or more events within the total liability of the Guarantor mentioned herein.



- vi. This Guarantee shall remain in full force and effect for a period of \_\_ years from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us within three (3) months from that date i.e. on or before \_\_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- vii. This guarantee shall be governed by Indian Laws and the Courts in Mumbai or the place of execution of documents, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein above:

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

Yours faithfully,

For and on behalf of Bank.

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

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



**Appendix -K**

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

Date:

M/s.-----

-----

Sub:Certificate of delivery, installation and commissioning

1. This is to certify that the Products 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.

- i. PO No..\_\_\_\_\_ dated \_\_\_\_\_
- ii. Description of the Product \_\_\_\_\_
- iii. Quantity \_\_\_\_\_
- iv. Date of receipt of the Product(s) at site \_\_\_\_\_
- v. Date of installation \_\_\_\_\_
- vi. Date of commissioning \_\_\_\_\_

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 installation and commissioning have been done to our entire satisfaction and the Bank's staff have been trained to operate the Product.

4. Service Provider has fulfilled his contractual obligations satisfactorily.

or

Service Provider 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 above.
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:

- i. The Vendor has adhered to the time schedule specified in the contract in dispatching the Products / Manuals pursuant to Technical Specifications.
- ii. 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.
- iii. Training of personnel has been done by the Vendor as specified in the contract.
- iv. 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.

## Appendix-L

### **OTHER TERMS AND PENALTIES**

1. Delivery/installation/operational/making machine live of all equipment should be as per Roll Out Plan given in Scope of Work (Appendix-E) from date of placing of order or providing site details by LHO, whichever is later. In the event of the any or all equipment(s) not being delivered, installed and commissioned per Roll Out Plan, a penalty of 1000 per day per machine (which is delayed) for each week or part thereof the delay, subject to maximum amount of (10%) ten percent of the total cost of delayed SWAYAM (AF-BBPPK) will be charged to vendor. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware.
2. The Vendor warrants that the products supplied under the Contract are new, unused, latest 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. If the product is found to be defective within the first 90 days after installation, then the Vendor should replace the product within 30 days of intimation without any additional cost to the bank.
3. **Warranty for Hardware Components:** Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, consumables excluding ribbons, kits will be for the entire duration of Contract (one year Warranty plus six years comprehensive AMC period) and for extended period as per sole discretion of the Bank with revised AMC rate as per clause 19(g) of Appendix-L.
4. **Warranty for the System Software/off-the-shelf Software** will be provided to the Bank as per the general conditions of sale of such software.
5. The Vendor shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
6. **On-site comprehensive warranty and AMC:** The warranty and AMC would be on-site and comprehensive in nature and back-to-back support from the OEM. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of seven years from the date of acceptance of the hardware and software. The vendor will provide support for Operating Systems and other preinstalled software components during the warranty period of the hardware on which this software & operating system will be installed. The Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.
7. During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:



- i. Free maintenance services during the period of warranty and comprehensive AMC. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services.
- ii. The Bidder shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment with consumables excluding ribbons during working hours on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to the BANK, with brand new parts. For this purpose, the VENDOR shall keep sufficient stock of spares at Bank's premises and at the premises of the VENDOR.
- iii. 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 as under:

Sl no.	Centre	Response Time
1.	Metro centres	4 Hrs.
2.	Urban centres	6 Hrs
3.	Semi-urban centres	8 Hrs
4.	Rural centres	12 Hrs

- iv. The VENDOR shall ensure that faults and failures intimated by Bank/RMMS as above are made to be tech live within time mentioned as under, in any case the equipment should be made workable and available not later than the Next Business Day.

Sl no.	Centre	To be made Tech live (within)
1.	Metro centres	6 Hrs.
2.	Urban centres	8 Hrs
3.	Semi-urban centres	10 Hrs
4.	Rural centres	14 Hrs

- v. The VENDOR shall ensure that the full configuration of the equipment is available to the BANK in proper working condition viz. uptime of 98% of the time on a 24 x7 x365 basis.

- vi. For purpose of calculating penalty, uptime is calculated as under:

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

Sum of total hours during the month

Total hours during the month = No. of working days x 8 hours

Downtime will be considered as per Bank's real time Health Monitoring Dashboard with provision of auto call logging.

vii. Penalties for SLA uptime shall be as under;

S. No.	Uptime Range	Penalty
1.	97-98%	20% of pro rata comprehensive AMC for the quarter
2.	96-97%	30% of pro rata comprehensive AMC for the quarter
3.	Less than 96%	40% of pro rata comprehensive AMC for the quarter

In addition to this, if down time of a call exceeds 24 hours, the penalty of Rs 100/- (Rupees One Hundred only) per hour (for hours beyond 24 hours) per machine will be charged. This penalty will be levied irrespective of the total downtime of the kiosks. However, the total penalty on account of downtime cannot be more than 50% of comprehensive AMC for the quarter for the Circle. It is hereby clarified that the maximum penalty is for all the SWAYAM (AF-BBPPK) put together for each Circle and not to be capped at per SWAYAM (AF-BBPPK) level.

The penalty applicable for first year warranty will be deducted from the subsequent AMCs.

Any penalty due during the Warranty period will be adjusted against the PBG or subsequent AMCs.

- viii. The VENDOR shall ensure that the meantime 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 1 month, it shall be replaced by equivalent/ superior new Equipment or part thereof by Vendor immediately at free of cost during warranty and AMC period.
- ix. **Preventive maintenance:** the VENDOR shall conduct at no extra cost, 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 every quarter during the currency of this agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing the VENDOR recognizes Bank's operational needs and agrees that Bank shall have the right to require the VENDOR to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter. Penalty for non-compliance of Preventive Maintenance will be ₹ 500 per AF-BBPPK per day.

- x. All engineering changes generally adopted hereafter by the VENDOR for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to the Bank.
  - xi. Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
  - xii. The Bank shall maintain a register at its site in which, the Bank's operator / supervisor shall record each event of failure and / of malfunction of the equipment. The 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 the Bank's official. The original of the field call report shall be handed over to the Bank's official.
  - xiii. The VENDOR shall provide replacement of equipment if any equipment is out of the premises for repairs at no extra cost to the Bank.
  - xiv. It is expected that the VENDOR provides good quality hardware/ software which do not fall out of order frequently. Therefore, the maximum number of complaints in a year should not be more than Six times of the number of kiosks installed. If this condition is breached, then there will be a penalty of Rs 1 lac. The number of complaints as well as the penalty will be calculated for each Circle.
  - xv. All the kiosks should be connected to RMMS all the time. A penalty of ₹ 500 per day per kiosk to be levied if a kiosks is not connected to RMMS for 3 days. The penalty will be calculated from 4<sup>th</sup> day till the kiosk is connected back with RMS.
  - xvi. Penalty for non-availability of Resources: Two resource should be provided by each bidder including 2 DBA and 2 system administrators to manage Remote Monitoring Management System (RMMS), Interface server, MIS, Call complaints/monitoring etc., faster resolution of issues at no extra cost to the Bank. Vendor is liable for a penalty of ₹ 500 per day per resource on unavailability of the resource. This support is required for contract period of 7 years which can be extended for another period of three years in one or more tranches as per sole discretion of the Bank. The resources will be at the disposal of the Bank.
  - xvii. The Vendor should provide two additional kiosks to the Bank for testing purpose for the entire duration of the contract at no additional cost to the Bank. The Vendor will be responsible for the maintenance of these kiosks.
8. Any worn or defective parts withdrawn from the equipment and replaced by the VENDOR shall become the property of the VENDOR and the new 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 the Bank.
9. 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.

10. The data format and the passbook specification will be common for any type of Kiosks including the existing Kiosks. Application should be able to identify the printed pages to avoid overlapping with facility like OCR (Optical Character Recognition). Application/ printer itself shall have capability to identify the last printed page & line in the passbook and based on that shall continue printing the passbook along with auto flip functionality (auto turning the page), failing the same penalty of Rs. 1000/day per machine will be charged.
11. During contract period, if Bank desires to shift the equipment to a new site and install it thereof urgently, the VENDOR shall be informed of the same immediately. The Bank shall bear the charges for such shifting and the VENDOR shall provide necessary arrangement to Bank 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 the VENDOR if VENDOR is unable to shift within TAT (7 days at same center/location and 15 days out of center/location) then penalty of Rs 1000/day will be charged.
12. Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for Equipment similar to that covered by this RFP.
13. No term or provision hereof shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.
14. If, in any month, the VENDOR does not fulfill the provisions of clauses in 7(ii), 7(iii), 7(iv), 7(v) and 7(vi) only the proportionate maintenance charges for that period during the month will be considered payable by Bank without prejudice to the right of the Bank to terminate the contract. In such event the VENDOR was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or the VENDOR shall refund the amount forthwith to Bank on demand by Bank.
15. On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the Equipment, the VENDOR shall indemnify/pay/reimburse the loss suffered by the BANK.
16. On account of any negligence, commission or omission by the engineers/employees of the VENDOR and if any data breach or incident resulting into any type of loss to SBI, the VENDOR shall indemnify/pay/reimburse the loss suffered by the BANK equivalent to the actual loss incurred by bank. The bank also reserves the right to adjust the above amount against the pending payments under this contract or to invoke PBG. The bank will give 30 days' cure period to the vendor to implement necessary security measures at kiosks' end to prevent the occurrence of similar incident in future.
17. **Future additions of Hardware / Software:**

- (a) The Bank 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 the vendor, or another vendor, or developed in-house.

provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the VENDOR cost of performing repair and maintenance service.
  - (b) The warranty terms would not be considered as violated if any of 17 (a) above takes place. Should there be a fault in the operations of the system, the vendor, would not unreasonably assume that the causes lie with that components / software not acquired from them.
18. In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty **of 10%** of the respective line item of price bid on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period.
19. **COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR 6 YEARS**
- a. After the expiry of initial Warranty Service Period of 1 (One) year, comprehensive Annual Maintenance Contract for a period of 6 (six) years shall be effective and AMC shall be paid at discovered rate. The payment for this service would be made quarterly at the end of each quarter. The comprehensive AMC prices are exclusive taxes which will be paid at actuals by the Bank. The comprehensive AMC services are to be provided on a 24\*7 basis including consumables.
  - b. During the warranty and comprehensive AMC period, any spare cost including replacement of consumables excluding ribbons has to be borne by the bidder. No additional call charges or labour charges are payable when spares are replaced during the warranty period and maintenance period.
  - c. Comprehensive AMC period shall cover free supply and replacement of spares, components, devices as well as labour including consumable items (excluding ribbons),



required to repair a malfunctioning of SWAYAM (AF-BBPPK) caused due to any reason (including but not limited to flood, earthquake, rain, natural calamities and vandalism cases, mis handling by any persons, short circuit, fire, damage, voltage fluctuation, electrical malfunctioning, destruction, theft, burglary, sacking etc) and restore it to good operating condition without any additional cost to the Bank. The Vendor shall not link claim of insurance to the provisioning of services under this clause, to operationalize the SWAYAM (AF-BBPPK). Comprehensive AMC period includes software support (and software reload) only to the extent required to repair failed or malfunctioning hardware. Further, it covers, inter-alia, free provision of spares, parts, kits, software, devices, drivers, as and when necessary to ensure that SWAYAM (AF-BBPPK) function in a trouble-free manner. Vendor shall correct any faults and failures caused due to any reason, in the equipment and shall repair and replace worn out defective parts of the SWAYAM (AF-BBPPK) as and when requested by the Bank. Unserviceable spares, components, devices of the SWAYAM (AF-BBPPK) caused due to any reason should be replaced free of cost by Vendor within the aforesaid response/resolution time (if it affects/impacts the operation of the SWAYAM (AF-BBPPK)) and within two working days (if it does not impact the operation of SWAYAM (AF-BBPPK)).

- d. Penalty shall be levied in case material/equipment used are not in conformity with specifications laid down unless exemption has been obtained from Bank. Penalty could include free replacement plus 25% deduction of the cost of the material/equipment/machines. The payment will be made based on the report duly verified by the respective LHO.
- e. The actual loss incurred by the Bank on account of errors/bugs/deficiencies in services attributable to the Vendor shall be recovered from the Vendor.
- f. Any penalty levied on the Bank by RBI, MHA, Central/State Govt., Local Administration, any statutory body etc. for any penal activity / non-compliance attributable to the bidder, shall be recovered from the bidder. The Bank's decision in the matter shall be final and binding on the bidder. The same shall be recovered over and above the applicable penalty cap. In case, this penalty is compensated through a different clause of this RFP, the Bank may not levy the penalty again for same penal activity / non-compliance.
- g. INCREASE IN AMC RATE FOR THE EXTENTION PERIOD OF CONTRACT i.e. AFTER INITIAL CONTRACT PERIOD OF 7 YEARS (IF EXTENDED FOR FURTHER PERIOD AS PER BANK'S DISCRETION):
  - 1. Prices payable to the Vendor as stated in the Contract/agreement shall be fixed and not subject to adjustment during performance of the Contract period of 7 years, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges etc.
  - 2. However, the Bank will provide an increase in AMC rate after expiry of the initial contract period of 7 years for the extension period (if extended) up to three years in one or more tranches under Appendix – F of the RFP. The increase would be linked to



Consumer Price Index (CPI) for Industrial Workers (WI) (All India General Index: Base 2016 = 100). There would be an increase in AMC rate which will be based on CPI index at the end initial contract period of 7 years over the previous year rate (i.e., difference in CPI of 7<sup>th</sup> and 6<sup>th</sup> year) during the extended period up to 3 years in one or more tranches. The increment in AMC rate would be directly correlated to the increase in the Index over 12 months period of 7<sup>th</sup> and 6<sup>th</sup> year. For example, if the Index value on 01st May 2031 is 120 which increases to 126 on 01st May 2032 thereby representing a 5% increase. The AMC rate would increase proportionately. However, if the Index value increases beyond 5%, the increase in payment of AMC rate would be capped at increase of 5% only.

3. If, there is a decrease in CPI, the existing rate (of previous year, i.e., prior to 01st May of the last year of initial contract period) will apply.
4. This increase in AMC rate for the extended period (on expiry of initial contract period), if any would be approved by Anytime Channel Department at Corporate Centre of the Bank at the expiry of contract i.e., 7<sup>th</sup> year as enumerated above, subject to fulfilment of conditions laid down by Bank, on the basis of latest available CPI (IW) and will be advised to all the Circles/ selected vendors.

RFP FOR PROCUREMENT OF 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT SERVICES.



**Appendix-M**

Service Level Agreement

**(This is Indicative SLA only. Final SLA shall be executed with the successful bidder after successful testing of the supplied machines. Final SLA (along with annexures, schedules etc.) will be based on the clauses of this RFP (along with addendum/corrigendum, if any), which shall be shared with successful bidders and shall be binding on them.)**)

**AGREEMENT FOR PROCUREMENT OF 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK (AF-BBPPK) WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) SERVICES UNDER PHASE VII, 2024**

BETWEEN

STATE BANK OF INDIA, \_\_\_\_\_

AND

\_\_\_\_\_ 1

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

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

\_\_\_\_\_  
<sup>1</sup> The other Party (Contractor/ Service Provider) to the Agreement



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## AGREEMENT

This agreement (“Agreement”) is made on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Between

**State Bank of India**, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its \_\_\_\_\_ Department hereinafter referred to as “**the Bank**” 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 *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 *<strike off whichever is not applicable>* having its registered office at \_\_\_\_\_ hereinafter referred to as “**Service Provider/ Vendor**” which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

The Bank 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

The Bank is carrying on business in banking in India and overseas and is desirous for

1. Procurement, installation, commissioning and maintenance of 1000 SWAYAM kiosks i.e. Auto-flip Barcode Based Passbook Printing kiosks across the length and breadth of the country, with the scope for up to +/- 25% buffer quota of SWAYAM kiosks (250), if required, at the sole discretion of the Bank.
2. Comprehensive Annual Maintenance Contract (AMC) of SWAYAM (AF-BBPPK).

3. Procurement of UPS & Batteries with Comprehensive Annual Maintenance Contract (AMC).
4. The procurement will be for a period of 7 years (1year warranty and 6 years comprehensive AMC) and further extension up to 3 years (in one or more tranches) at the sole discretion of the Bank with revised AMC rate as per clause 19(g) of Appendix-L.
5. Other work as per details/scope of work mentioned in RFP & SLA document.
6. Vendor is in the business of providing machines, comprehensive AMC and Services and has agreed to provide the machines, and services as may be required by the Bank mentioned in the Request of Proposal (RFP) No. SBI/ACV/2024-25/004 dated: 05.06.2024 [with Corrigendum-I dated 15.06.2024](#) issued by the Bank 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 :

- 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<sup>2</sup>:
- 1.2 **“The Bank/ Purchaser / SBI”** ‘means State Bank of India constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 including various other offices (LHOs/Head Offices/Administrative Offices/Regional Business Offices/Global Link Services, Global IT Centre etc.) of State Bank of India, domestic and foreign branches/other offices, Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures, other exchange companies available at various locations and managed by the Bank.
- 1.3 **“Confidential Information”** shall have the meaning set forth in Clause 7.
- 1.4 **“Deficiencies”** shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Work/Services.
- 1.5 **“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)

<sup>2</sup> Please define the necessary terms, properly.

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).

- 1.6 **“Project Cost”** means the price payable to Vendor over the entire period of Agreement (*i.e.* Rs. \_\_\_\_\_ <*in words*>) for the full and proper performance of its contractual obligations.
- 1.7 **“Request for Proposal (RFP)”** shall mean RFP NO SBI/ACV/2024-25/004 dated: 05.06.2024 along with its clarifications/ corrigenda issued by the Bank time to time.
- 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 Service Provider covered under the Agreement.
- 1.9 **“Applicant/ Bidder/ Service Provider/System Integrator”** means an eligible entity/ firm submitting a Proposal/the Bid in response to this RFP.
- 1.10 **“Bid”** means the written reply or submission of response to this RFP.
- 1.11 **“The Contract”** means the agreement entered between the Bank 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.
- 1.12 **“SWAYAM”** means Auto-flip Barcode Based Passbook Printer Kiosk (AF-BBPPK) which is an automated kiosk wherein customer can print their passbook on their own. AF-BBPP kiosk recognizes the account details from the Barcode/Magnetic strip/QR code placed on the Passbook, through these details’ kiosk fetches the account and transaction details and prints it on passbook.
- 1.13 **“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.
- 1.14 **“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 (lowest in reverse auction) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.

- 1.15 **“The Project”** means supply, installation, testing and commissioning, integration of hardware, software and services with support etc. under Warranty and annual maintenance contract. if required for the contract period and the extensions thereof.
- 1.16 **“The Project Site”** means locations where supply and services as desired in this RFP document are to be provided.
- 1.17 **“Comprehensive Annual Maintenance Contract (AMC)”** means It would be the annual cost of maintenance of equipment (Hardware & Software, including all types of parts, consumables excluding ribbons repair / replacement) and Services associated thereto and annual maintenance contract is a business arrangement for ongoing maintenance agreed by the manufacturing facility and service provider including overall maintenance of products and supply of Consumables etc.
- 1.18 **“Warranty Effective Date”** means the date when the machine is made operative i.e. commencement of printing passbook.
- 1.19 **“Warranty Period”** shall mean a period of one year from the Warranty Effective Date.
- 1.20 **“Maintenance Effective Date”** shall the date immediately succeeding the completion of Warranty Period, till contract period and extension thereof if any.
- 1.21 **“Public Holidays”** shall mean public holidays under NI Act., at the place where the Equipment is located, when banks are closed for business.
- 1.22 **“Response Time”** means interval between the trigger or alert generated by Bank’s to service provider and latter’s arrival time at the respective Machine.
- 1.23 **“L1/L2/L3 ...so on”** The L1 price / rate is the lowest TCO value discovered during the Online Reverse Auction Process. The next price / rate with subsequently higher quoted value than L1 price / rate will be L2 price / rate and so on.
- 1.24 **“Commencement of Services”** shall mean the date on which the newly commissioned machine under this RFP is made “Operational” and available to customer for Printing Passbook.
- 1.25 **“Effective date”** shall mean the date of execution of service level agreement.
- 1.26 **“The Equipment/Product/Endpoint”** means all the hardware, it’s all components, associated software/firmware/operating software which the Vendor is required to supply to the Bank under the Contract.
- 1.27 **“GeM”** Government e Market is the online marketing place developed by the ministry of commerce for common use goods and services.



## 2. INTERPRETATIONS:

- 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).
- 2.2 The singular includes the plural and vice versa.
- 2.3 Reference to any gender includes each other gender.
- 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.
- 2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- 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.
- 2.7 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.
- 2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.
- 2.9 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.

## 3. COMMENCEMENT, TERM & VALIDITY AGREEMENT

- 3.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from \_\_\_\_\_ (**Effective Date**).
- 3.2 This Agreement shall be in force for a period of \_\_\_\_\_ year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.
- 3.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of \_\_\_\_\_ years on the same terms and conditions.



3.4 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.

#### **4. SCOPE OF SERVICES**

The scope and nature of the work which Service Provider has to provide to the Bank (Services) is annexed herewith this agreement marked as Annexure-A.

#### **5. REPRESENTATIONS AND WARRANTIES:**

The Warranty services for the entire SWAYAM (AF-BBPPK) with accessories shall be free of cost for one year and shall commence from effective date and shall be for a period of one year. After the expiry of the warranty service period of one year, Comprehensive Annual Maintenance Contract (as define in the RFP & Agreement) shall be effective for 6 years which can be extension up to 3 years (in one or more tranches) at the sole discretion of the Bank.

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

- a. 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.
- b. 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. Any contract entered / to be entered with any other person / organization, by the vendor, shall not affect its performance of the services to be rendered under this agreement.
- c. 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.
- d. It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.



- e. 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.

## **5.2 Additional Representation and Warranties by Service Provider**

- a. 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.
- b. Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- c. Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.
- d. 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 the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.
- e. 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 the Bank as when requested.
- f. 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 the Bank shall have no liability in this regard.

- g. If, during the warranty period, a Product does not conform to the specifications to its warranty and the Bank provides vendor with notice of such non-conformance, Vendor shall replace or repair non-conforming conformity components or in accordance specifications free of cost. otherwise with the correct the non-agreed terms and specifications free of cost.
- h. **Vendors warrants that:**
  - a. Deliverables shall materially conform to the specifications included in an Order;
  - b. Except for vendor's right as an unpaid seller, if any, title to Equipment and Supplies shall be clear at time of delivery.
  - c. Equipment, supplies and software media shall be free from defects in material and workmanship; and
  - d. Equipment supplies and software shall materially conform to published documentation delivered with them.

## 6. RESPONSIBILITIES OF THE BANK

6.1 Processing and authorising invoices

6.2 Approval of information

6.3 In case Bank intends to shift and/or move the SWAYAMs with all allied peripherals/ Equipment, Bank shall intimate 15 days in advance to Vendor of any such shifting and / or movement, as the case may be and further shall provide the complete details of the new location, if any. Vendor shall provide de-installation and/or re-installation services if required for shifting and/or movement of such Equipment at the Shifting / relocation Rates specified elsewhere in the agreement and RFP.

6.4 Bank or its authorized agent shall call vendor customer care center on toll free service numbers, or any other number as may be provided to Bank from time to time for maintenance service requirement during the maintenance period and shall obtain the work order number. For locations not covered under toll free service number, Bank shall contact Vendor and/or its authorized representative 's local office for maintenance services.

6.5 Vendor shall maintain service logs of each incident of Equipment malfunction, date and time of commencement and successive completion of repair work performed on the Equipment together with a description of the cause for work, either by description of the malfunction or as regularly scheduled Preventive Maintenance. Bank shall use the same log for recording the nature of faults and failures observed in the Equipment, the date and time of their occurrence,

and the date and time of their communication to Vendor. Bank or its representatives shall acknowledge a call slip for each, and every maintenance service performed.

## **7. RESPONSIBILITIES OF SERVICE PROVIDER**

- 7.1 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.
- 7.2 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.
- 7.3 Service Provider shall ensure that Service Provider's personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behavior, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.
- 7.4 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.
- 7.5 All existing Compliances of Guidelines / Advisory / Orders/ statutory Instructions/ SOP issued by Bank, State / District / Local Administration / GoI / IBA / RBI / MHA / NPCI etc. to be followed and complied by the vendors and throughout the contract period for each machine / site. Any new future guidelines /advisory by any statutory / regulatory authority shall be complied without any cost to the Bank and within the timeline advised by the authority.
- 7.6 Vendor shall abide by the provisions of the DPDP Act, 2023 – 11<sup>th</sup> August, 2023; CG-DL-E-12082023-248045 as and when the relevant rules and guidelines come into force.

## **8. CONFIDENTIALITY**

- 8.1 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.

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

- a. 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.
- b. 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.
- c. 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.
- d. The confidentiality obligation shall not apply to such portions of the Confidential Information 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; (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; or (iv) Where Confidential Information is independently developed by



receiving party without any reference to or use of disclosing party's Confidential Information.

- e. 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 to the extent not prohibited by law. 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.
  - f. 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, 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.
  - g. 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 willful default.
- 8.3 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation. 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, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
- 8.4 Service Provider shall not, without the Bank's 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 the Bank 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.

- 8.5 Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.
- 8.6 Any document received from the Bank shall remain the property of the Bank and subject to clause 8.2.6 shall be returned (in all copies) to the Bank on completion of Service Provider's performance under the Agreement.
- 8.7 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall continue even after the termination/ expiry of this Agreement. 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.
- 8.8 Service Provider agrees to indemnify and hereby keeps the Bank indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which the Bank may suffer or incur on account of breach of confidentiality obligations as per this Agreement by Service Provider or its employees, agents, representatives, Sub-Contractors. Service Provider further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on Service Provider.
- 8.9 Vendor shall not use any information or know-how gained in this contract/agreement for another organization whose business activities are similar in part or in whole to any of those of Bank anywhere in the world without prior written consent of the Bank even after termination / expiry of the contract.
- 8.10 Vendor / Bank shall treat as confidential all data and information about the Bank / Vendor / Contract, obtained in the execution of this agreement / tender including any business, technical or financial information, in strict confidence and shall not reveal such information to any other party.



- 8.11 Vendor acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the Vendor by the Bank in connection with the performance of obligations of Vendor under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information (“Confidential Information”) and shall not be disclosed to any third party/published without the written approval of the Bank.
- 8.12 The Confidential Information will be safeguarded, and Vendor will take all the necessary action to protect it against misuse, loss, destruction, alterations, or deletions thereof. In the event of a breach or threatened breach by Vendor of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Vendor from any such breach, threatened or actual.
- 8.13 Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor’s performance under the Contract, if so required by the Bank.
- 8.14 Vendor / service provider should maintain confidentiality of customer's information even after the contract expires or is terminated by either party.

## **9. RELATIONSHIP BETWEEN THE PARTIES**

- 9.1 It is specifically agreed that Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal-Agent relationship by express agreement between the Parties.
- 9.2 Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- 9.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.
- 9.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.

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

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

## **10. SUB-CONTRACTING**

As per the scope of this Agreement sub-contracting is not permitted. However, if the Vendor subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to sub-contractors. Bank at its own discretion may permit, deny and review the same. The bank may at any time during the contract may cancel the permission given for the sub-contracting vendor.

10.1 In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the subcontractor comply with all security/ statutory, RBI/MHA guidelines etc. requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Vendor shall provide subcontracting details along with the copy of the executed Service Level Agreement (SLA)/ contract to the Bank and if required, Bank may evaluate the same.

10.2 Vendor should ensure due-diligence and periodic background checking of their staff including staffs of the sub-contracted company for which services have been sub-contracted and Bank should have access to such records.

10.3 No sub-contracting of any part of the Services by the Service Provider shall be allowed other than those specifically mentioned in this Agreement or agreed by the Bank in writing.

10.4 The Service Provider agrees to obtain prior approval/consent of the Bank of the use of subcontractors by the Service Provider for any part of the Services.

- 10.5 In the event of sub-contracting the Service Provider shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the Service Provider shall ensure that the secrecy and faith of Bank's data / processes is maintained.
- 10.6 Notwithstanding approval of the Bank for sub-contracting, the Service Provider shall remain liable to the Bank for all acts/omissions of sub-contractors.
- 10.7 In respect of that part of the services where chain outsourcing and sub-contractors are permitted by the Bank, the sub-contractor should have same level of obligations as that of the Service Provider and the Service Provider agrees to obtain suitable documents in this regard from the sub-contractor.
- 10.8 In case of Sub-Contracting (if allowed by the Bank), the Vendor shall provide the complete details of services sub-contracted by it including the details of sub-contractor(s) and /or its agent to the Bank as and when requested.
- 10.9 Vendor will follow the guidelines on the Office Memorandum issued by Ministry of Finance on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and further amendments & clarifications thereto regarding restrictions on procurement from a Vendor of a country which shares a land border with India and on sub-contracting to contractors from such countries.
- 10.10 Background checking/ integrity verification and informing to Bank of all the existing/ new outgoing/incoming employees of the outsourcing entity dealing with the Bank should be timely submitted by the vendor. The process should be continuous and the responsibility for the same rests with the vendor.
- 10.11 In case of any requirement, Bank or its officials shall have right to directly contact / follow-up / instruct to sub-contractor of the Vendor, and such sub-contractor(s) shall respond to bank and follow Bank's such instructions and shall take action accordingly. Vendor shall take care of such clause in subsequent agreement with Sub-contractor(s), if any and shall instruct the same to its sub-contractor(s).

## **11. 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, the Bank 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, the Bank may consider termination of the Agreement.

## 12. BANK GUARANTEE (PERFORMANCE BANK GUARANTEE) & PENALTY

- 12.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. \_\_\_\_\_ valid for a period of \_\_\_\_month(s) from SLA effective date as per format attached with RFP from a Scheduled Commercial Bank other than State Bank of India. In case, SBI is the sole Banker for the vendor, a Letter of Comfort from SBI may be accepted.
- 12.2 The PBG furnished hereunder should strictly be in the format enclosed in agreement by the vendor. For the buffer quota units, additional PBG on same terms and conditions on applicable TCO computed for the same should be submitted by the vendor. The PBG must be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank. Purchase Order (PO) will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Vendor, a Letter of Comfort from SBI may be accepted.
- 12.3 In case any act of the vendor / supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.
- 12.4 The Bank Guarantee (PBG) is required to protect the interest of the Bank 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.
- 12.5 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule<sup>3</sup> specified in this Agreement.
- 12.6 Subject to clause 18 of this Agreement (Limitation of Liability), any unexcused delay by Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.

<sup>3</sup> Please ensure that the time scheduled is suitably incorporated in the Agreement.

- 12.7 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 the Bank 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, the Bank 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.
- 12.8 Service Provider shall be liable to pay penalty at the rate mentioned below in **Annexure 'B'** (Applicable penalties) and penalties mentioned anywhere in RFP/SLA in respect of any delay beyond the permitted period in providing the Services.
- 12.9 No penalty shall be levied in case of delay(s) in deliverables or performance of the Contract for the reasons solely and directly attributable to the Bank. On reaching the maximum of penalties specified the Bank reserves the right to terminate the Agreement.
- 12.10 If Service Provider / vendor fails to submit Performance Bank Guarantee / Bank Guarantee within the stipulated time schedule as specified in this RFP / Agreement , the Bank may without prejudice to its other remedies under the RFP / Agreement , and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the project cost , as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

### **13. FORCE MAJEURE**

- 13.1 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.
- 13.2 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 in their sovereign capacity, curfew and lockdowns by the State / District Govts impeding reasonable performance of the Contractor 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.

- 13.3 If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the Bank 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.
- 13.4 If the event of Force Majeure continues beyond 30 (thirty) days, either Party shall have the right to terminate this 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 this 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 this Agreement.

#### **14. INSPECTION AND AUDIT**

- 14.1 It is agreed by and between the Parties that Service Provider be subject to annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and Service Provider shall submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by 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 the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank 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.
- 14.2 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank 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 the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.



- 14.3 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and/or any regulatory authority (ies). The Bank 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.).
- 14.4 Service Provider shall grants unrestricted and effective access to a) data related to the Services; b) the relevant business premises of the Service Provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.
- 14.5 The Bank reserves the right to carry out pre-shipment factory / go down inspection by a team of Bank officials or demand a demonstration of the product on a representative model at vendor's place.
- 14.6 The Inspection and Quality Control tests before evaluation, prior to shipment of goods and at the time of final acceptance would be as follows:
- a. Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation tests at full load, facilities etc., as per the standards / specifications and may be done at factory site of the supplier before dispatch of goods, by the Bank / Bank's Consultants / Testing Agency.
  - b. The Vendor shall intimate the Bank before dispatching the goods to various locations/offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the supplier.
  - c. Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.
  - d. In the event of the product failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.
  - e. The inspection and quality control tests may also be conducted at the point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. In case of failure by the Vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental expenses of the Bank's representatives to be borne by the vendor.

- f. The Bank's right to inspect, test and where necessary reject the products after the products arrival at the destination shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by the Bank or its representative prior to the products shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.
- g. Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract. System integration testing and User Acceptance testing will be carried out as per the requirement of the Bank.
- h. Vendor shall get their systems /applications / environment , Cyber infrastructure etc. audited by CERT-in empaneled auditor on annual basis and submit the certificate issued by such CERT-in empaneled auditor.
- i. The Bank shall have the right to direct the Service Provider to get themselves audited by external empanelled auditors/ Auditors appointed by the Bank annually or as decided by the Bank covering the risk parameters finalized by the Bank and the vendors are required to submit such certification by the Auditors to the Bank. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever be required by the Bank's empanelled Auditors, furnish all relevant information, records/data to them. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the empanelled Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the empanelled auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the empanelled Auditors covering the respective risk parameters against which such deficiencies have been observed.

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

- 15.1 Service Provider shall be paid fees and charges in the manner detailed in hereunder, the same shall be subject to deduction of income tax/applicable taxes thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the 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.
- 15.2 All duties and taxes imposed by the Government, which may be levied, shall be borne by Vendor and Bank shall not be liable for the same.



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

**15.4 Item wise Price for machines and services are under:**

Sr. No	Sub- No	Details	Unit Rs/%   Year   Qty	Unit Rate (Without GST)	Period (Years)	Quantity	Amount in Indian Rupees (Without GST)	Applicable GST rate	Amount in Indian Rupees (With GST)	Minimum /Maximum Criteria, if any	Proportion to Total Cost (%)
<b>TOTAL COST OF OWNERSHIP (TCO)</b>							<b>1</b>				
<b>1</b>		<b>Procurement of Swayam (AF-BBPPK) - with Warranty, Comprehensive AMC.</b>					<b>1=1a+1b+1c+1d+1e+1f+1g</b>				
	a	Procurements of SWAYAM (As per Tech spec Hardware & Software) INCLUDING: i. one year Warranty.	Rs.   -   Qty		NA	1000					
	b	Comprehensive AMC for 6 years on Swayam (AF-BBPPK) including repair, replacements of spare parts, Consumables excluding ribbons % p.a. on amount of item (1a)	%  Year  Qty		6	1000				max 10% of (1a)	
	c	Cost of Ribbons/Cartridge	Rs.   -   Qty		7	42000*				max 1% of (1a)	
	d	UPS as per specification mentioned in the RFP including 1 year warranty.	Rs.   -   Qty		NA	1000					
	e	Comprehensive AMC of UPS ( 1 yr warranty plus 6 year AMC) % p.a. on amount of item (1d)			6	1,000				max 10% of (1d)	
	f	Fast Charging SMF/Lithium-ion Batteries for UPS for atleast 8 hours backup	Rs.   -   Qty		NA	1000					
	g	Comprehensive AMC of Batteries ( 1 yr warranty plus 6 year AMC) % p.a. on amount of item (1f)	Rs.   -   Qty		6					max 10% of (1f)	
<b>2</b>		<b>Optional Products &amp; Services (not included in TCO, derived from line-items under No.1)</b>									
	h	Grouting	Rs.   -   Qty			1000				Max Rs 2000	
	i	De-Grouting	Rs.   -   Qty			1000				Max Rs 1000	

-Procurement of UPS & Batteries, their AMC, quantity mentioned at 1d, 1e, 1f & 1g is for TCO calculation purpose and may vary (+/-) as per Bank's actual requirement. Circle authorities will decide to order or not as per required/availability of UPS & Batteries at branch on case-to-case basis.

-Total number of Ribbons/Cartridge (1c) in TCO taken as 6 per kiosk per year for 7 years but vendor should provide the same as alerted in RMMS/monitoring tool or as per actual requirement raised by the branch/circles during contract period of 7 years or extension thereof.

- Grouting, De-Grouting will be optional and Circle authorities will decide to order or not as per required/availability of UPS & Batteries at branch on case-to-case basis.

-The 'Proportion to Total Cost' percentage mentioned here will have to be maintained in the final price quote by the Bidders. The percentage should be mentioned in two decimal places.

**Important:** The price breakup of all the components must be provided (even if the price is zero). The Bid may be rejected if the price breakup is not provided.

The amount quoted here should be for 7 years.

This will be the Total Cost of Ownership (TCO) and should be quoted in the reverse auction.

15.5 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 Vendor will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

**15.6 Payments**

- a. The Bank 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.
- b. **Income / Corporate Taxes in India:** 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.
- c. Bank is not assessed for any tax relating to the purchase of equipment. Consequently, any claim from local or central govt. against the Bank relating to tax for these purchases/ site implementations/ AMC, etc shall have to be defended/settled by Vendor. In case of failure to do so, Bank reserves the right to make the payment demanded by the authorities and adjust it from payments due to Vendor. It shall be Vendor's responsibility to comply with local/ central tax requirements/ laws. Bank on its part shall not withhold providing any document that may be required under the law.
- d. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by Vendor in respect of this Contract.
- e. 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 Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.



- f. Terms of payment are given in **Appendix –F2** (Payment Terms). Vendor must have an account with the State Bank of India and payment for all deliverables shall be credited to the account of the Vendor(s).
- g. Price quoted are inclusive of GST, Custom duty, corporate taxes, Income tax as also cost of incidental services such as transportation, road permits, insurance etc.
- h. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by the Vendor and the Bank shall not be liable for the same.
- i. The Bank 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 the Bank against amount payable to Service provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank 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 the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.

## 16. GENERAL INDEMNITY

- 16.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank 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 deficiency, fault and non-availability of technical specification of SWAYAM (AF-BBPPK); or (iv) Any negligence, commission or omission by OEMs / Vendor as



mentioned in agreement / RFP. Or (v) 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 the Bank.

16.2 Vendor agrees and hereby keeps the Bank indemnified against any acts of negligence or misconduct on the part of employees, agents, representatives, or Sub-Contractors (if allowed) of Vendor under this agreement. For any third-party claim Bank shall give vendor: -

- a. prompt written notice of the claim.
- b. all requested information, available with the Bank, about the claim.
- c. reasonable cooperation and assistance; and
- d. sole authority to defend and settle the claim. Vendor agrees to make good the loss suffered by the Bank

16.3 Subject to clause 16.3.1 and 16.3.2 of this Agreement, Service Provider, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank 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.

16.3.1 The Bank 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 the Bank, unless such settlement releases the Bank fully from such claim; (ii) Service Provider shall promptly provide the Bank 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 the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

16.3.2 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 the Bank'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 the Bank of the same); or (ii) any unauthorized modification or alteration of the product by the Bank.

16.4. Vendor further undertakes to promptly notify the Bank in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation as soon as such breach comes to the knowledge of vendor and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

## **17. TERMINATION**

17.1 The Bank 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 the Bank;
- (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/SLA;
- (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 above mentioned sub-clause (i) to (iii), the Bank 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, the Bank shall have right to initiate action in accordance with above clause.

17.2 The Bank, 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 the Bank before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.



- 17.3 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, it may procure, upon such terms and in such manner as it deems appropriate, products and services similar to those undelivered, and subject to clause 17 Service Provider shall be liable to the Bank 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.
- 17.4 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities :
- a. 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.
  - b. 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.
  - c. 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 the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employee(s).
  - d. 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.
  - e. If vendor is unable to pay its debts or discharge its liabilities in normal course of business.
  - f. If vendor is unable to render the services up to the mark as envisaged under this agreement upon a reasonable assessment of the circumstances by the Bank which affect rendering of the services by vendor as envisaged under this agreement.
  - g. If vendor is owned/ controlled wholly/ partly by any other bank operating in India.
  - h. If any officer / employee/ director of vendor or their relatives as defined in Section 2 (77) of the Companies Act, 2013 becomes a director of the Bank.



- 17.5 In the event of the termination of the Agreement, Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.
- 17.6 In the event of termination of the Agreement for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.
- 17.7 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.
- 17.8 In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Products and/or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.
- 17.9 If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP/Agreement and shall also support the orderly transition to another vendor or to the Bank.
- 17.10 During the transition, the vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- 17.11 The Bank's right to terminate the Contract will be in addition to the penalties /liquidated damages and other actions as deemed fit.
- 17.12 In the event of failure of the Vendor to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing vendor. The existing vendor shall continue to provide services as per the terms of contract until a 'New vendor' completely takes over the work. During the transition phase, the existing vendor

shall render all reasonable assistance to the new vendor within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty as provided in **Annexure-B** of Agreement on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.

- 17.13 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, vendor shall be entitled to receive payments for all services rendered up to the date of the termination of the Agreement.
- 17.14 The Bank, 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 the Bank before completion of half of the total Contract period (including the notice period).
- 17.15 In the event of termination of the Agreement for the Bank's convenience, vendor shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.
- 17.16 The Bank may, at any time, terminate the Contract by giving written notice to vendor, if 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 vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

## **18. LIMITATION OF LIABILITY**

- 18.1 The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause 18.3, 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.
- 18.2 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.



Service Provider will be liable for actual and proven losses incurred by the Bank which are attributable to Service Provider.

18.3 The limitations set forth in above mentioned sub-clause 18.1 shall not apply with respect to:

- a. claims that are the subject of indemnification pursuant to infringement of third party 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 the Bank, provided such guidelines were brought to the notice of Service Provider. The regulatory and statutory fines will be recovered from the vendor for the reasons attributable to the vendor under the product and services provided by the vendor to the Bank under the project.

For the purpose of above mentioned sub-clause 18.3(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.

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

19.1 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 the Bank.

19.2 Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank.

- a. 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, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work.
- b. During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank 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 on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period.
- c. Vendor should submit every year board approved comprehensive written plan for business continuity and disaster recovery for restoration of system & services. Annual drill activity should ensure the effectiveness of Business Continuity Plan (BCP) & Disaster Recovery (DRP).

## 20. ARBITRATION/DISPUTES

- 20.1 All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) 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 the Contract, abandonment, or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (SBI or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; 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 and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.
- 20.2 Service Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- 20.3 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. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed

by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.

20.4 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.

20.5 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.

## **21. GOVERNING LAW & JURISDICTION**

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

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

21.3 The governing language shall be English.

## **22. 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.

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

23.1 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. The Bank 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 the Bank, 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 Bank 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 added to or deducted from the contract price. In any case in which Service Provider has received instructions from the Bank 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.

23.2 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.

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

on account or otherwise affect or prejudice the rights of the successful vendor against Bank.

**23.4 CHANGE IN ORDERS:**

1. The Bank may, at any time, by a written order given to Service Provider, make changes within the general scope of the Contract in any one or more of the following:
  - i. Method of shipment or packing;
  - ii. Place of delivery;
  - iii. Quantities to be supplied subject to 25% above or below the originally declared quantities.
2. If any such change causes an increase or decrease in the cost of, or the time required for Service Provider'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 Service Provider for adjustment under this clause must be asserted within 15 days from the date of Service Provider's receipt of Bank's change order.

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

**24. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:**

- 24.1 For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this RFP, Service Provider shall have valid license to right to use as well as right to supply / license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- 24.2 Without the Bank's 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 the Bank's rights under this RFP.
- 24.3 Subject to clause 46 (d) and 46 (e) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature

arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad under this RFP.

24.4 The Bank 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 the Bank, unless such settlement releases the Bank fully from such claim,
  - ii. Service Provider shall promptly provide the Bank 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 the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

24.5 Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from:

24.6 Service Provider's compliance with the Bank'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 the Bank of the same); or

24.7 any unauthorized modification or alteration of the deliverable (if any) by the Bank.

## **25. COUNTRY OF ORIGIN / ELIGIBILITY OF PRODUCTS & SERVICES**

25.1 All Products 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.

25.2 For purposes of this clause, "origin" means the place where the Products are mined, grown, or manufactured or produced, or the place from which the related product is supplied. Products 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.



## 26. ENTIRE AGREEMENT

- 26.1 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.
- 26.2 This Agreement including all work orders, Exhibits, Annexures, Appendix, RFP and subsequent corrigendum and other documents or communications incorporated herein, represents the entire agreement for the services of covering Technical Support and Comprehensive Annual Management Services between the parties and supplements all prior negotiations, understandings, and agreements, written or oral, relating to the subject matter herein. In the event of any conflict of any matter between the Agreement and its annexures / schedules / addenda / appendix / exhibit / RFP / RFP amendments / corrigendum, the Bank's decision shall be final in the matter.
- 26.3 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:
- a. Service Level Agreement (This Agreement);
  - b. Annexure of Agreement;
  - c. Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_; and
  - d. RFP

## 27. NOTICES

- 27.1 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).

27.2 A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.

27.3 Address for communication to the Parties are as under:

a. To the Bank

The General Manager,  
State Bank of India  
Anytime Channels Department  
3<sup>rd</sup> Floor World Trade Centre Arcade  
Cuffe Parade, Mumbai – 400 005

With an additional copy to

The Deputy General Manager,  
State Bank of India  
Anytime Channels Department  
3<sup>rd</sup> Floor World Trade Centre Arcade  
Cuffe Parade, Mumbai – 400 005

b. To Service Provider

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

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

## **28. MISCELLANEOUS**

- 28.1 Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.
- 28.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power of privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 28.3 Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- 28.4 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- 28.5 Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- 28.6 Service Provider agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.
- 28.7 The Parties agree that the Bank shall have the right, but without any obligation to monitor and assess the Services to enable the Bank 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.
- 28.8 Service Provider agrees that the complaints/feedback, if any received from the customers of the Bank 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.
- 28.9 Service Provider agrees that the Bank 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.

RFP FOR PROCUREMENT OF 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT SERVICES.



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.

**State Bank of India**

**Service Provider**

**By:**

**By:**

**Name:**

**Name:**

**Designation:**

**Designation:**

**Date:**

**Date:**

WITNESS:

1.

1.

2.

2.



### **Scope of Work**

**All the procurements for New Auto-flip Barcode Based Passbook Printing kiosk installation under this Request For Proposal (RFP) will be for the period of Seven years from the date of installation, which can be extended for another period of three years in one or more tranches as per sole discretion of the bank with revised comprehensive AMC rate as per clause 19(g) of Appendix-L.**

**1. Procurement of New SWAYAM (AF-BBPPK) - with Warranty, Comprehensive AMC and Support Services.**

**Procurement of 1000 New SWAYAM (AF-BBPPK) with +/- 25% buffer Quota:**

- 1.1 Supply, integration, testing, installation, commissioning, and Comprehensive Maintenance of new SWAYAM (AF-BBPPK).
- 1.2 Bank proposes to procure 1000 (One Thousand only) SWAYAM (AF-BBPPK) with (+/- 25% Buffer Quota) with Comprehensive AMC to be installed pan India onsite/ offsite locations as per bank's discretion. Procurement of UPS & Batteries with AMC, Grouting will be optional and Circle authorities will decide to use if required on case to case basis.
- 1.3 The Bank is looking for Bidders who can supply, integrate, test, install, commission and maintain SWAYAM (AF-BBPPK) on turnkey basis and undertake responsibility for the same. Bidders should note that SWAYAM (AF-BBPPK) will be deployed across the length and breadth of the country as per requirements of business and the bidder will have to guarantee that support will be available for the SWAYAM (AF-BBPPK) across the country for a minimum period of 7 years. Which can be extended for another 3 years in one or more tranches as per sole discretion of bank with revised comprehensive AMC rate as per clause 19(g) of Appendix-L.
- 1.4 If during the period of warranty and Comprehensive AMC Contract period, an SWAYAM (AF-BBPPK) is frequently becoming out of order for technical reasons or due to machine breakdown for more than three times in a quarter, bidder to replace the SWAYAM (AF-BBPPK) with another new SWAYAM (AF-BBPPK) of same model & make with exactly same technical specifications as tested in the SBI IT Lab at no extra cost to the Bank. The selected bidder should update /supply/ install necessary changes in SWAYAM (AF-BBPPK), if any, due to regulatory compliance, the same should be available at no additional cost to the Bank irrespective whether it being minor or major modifications. All upgradations and any new type of Hardware (with associated software /drivers for that Hardware) will be done by the vendor free of cost for entire contract period under the comprehensive AMC.
- 1.5 Bidder will have to develop monitoring tool (RMMS) for component wise monitoring of kiosks including monitoring of ribbon ink and for auto call logging of non-functional kiosks (including ribbon replacement alert) indicating the exact error for non-operational, at no extra cost.
- 1.6 Bidder will have to integrate their RMMS / CRM with the Health Monitoring dashboard of the Bank, at no extra cost.

RFP FOR PROCUREMENT OF 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT SERVICES.



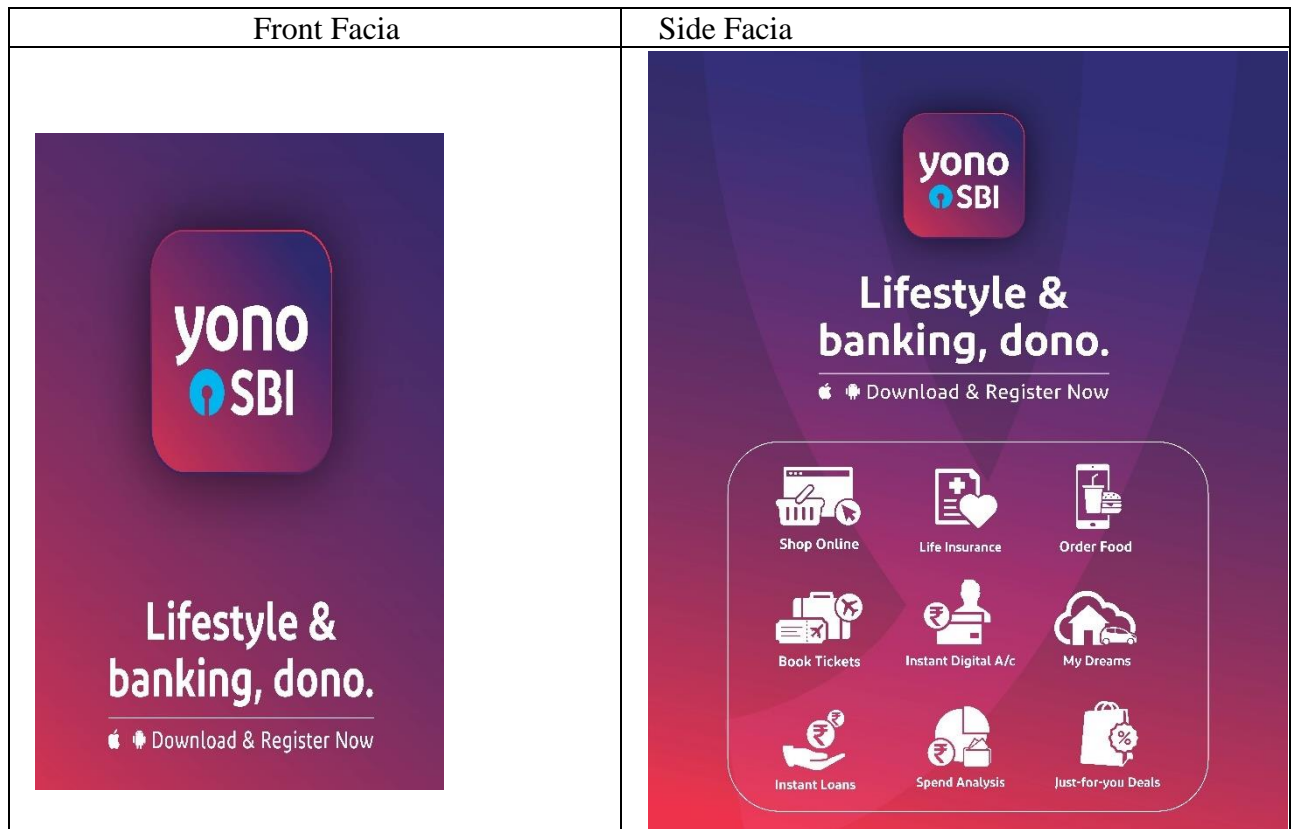
1.7 There shall be SBI's YONO branding colour scheme on the facia of the machine. The facia should be factory painted in the SBI INK BLUE COLOUR (L481-105899 / RGB 40-0-113 / Hex #280071) scheme and YONO PRINTED vinyl wraps SHOULD BE STUCK ONTO THE MACHINES. The acrylic parts should be of the single SBI Blue colour specified in the RFP. The visible screen, keypad, front console can be as per OEM's default colour. The final colour appearance will be discussed with the successful bidders before implementation & rollout. The successful bidders should provide a 3D model representation for visualization and clarity. The Bank's decision will be binding on the successful bidder. The final appearance will be decided by the Bank after taking into consideration the 3D model. As part of the Comprehensive AMC Services, there should not be fading or torn off vinyl wraps and their replacements to be done by the bidder on their own without waiting for Bank's intimation. If such replacement is advised by the Bank, it should be completed by the bidder within 5 days of intimation. Penalty @ ₹ 100 per day from the 6th Day onwards per non-complied SWAYAM (AF-BBPPK) will be levied. Indicative picture below:-

Name Display(Above the machine or on wall behind the machine)



2x1

RFP FOR PROCUREMENT OF 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT SERVICES.



- 1.8 As the deployment of SWAYAM (AF-BBPPK) will be all over the country, the applicant will necessarily have to undertake installations at all locations without any extra cost to the Bank.
- 1.9 SWAYAM (AF-BBPPK) provider must ensure that the **Hard Disk Drive** of the SWAYAM (AF-BBPPK) being replaced, is handed over to the Branch Manager / his representative and this should be recorded in the Installation Report to be signed by the SWAYAM (AF-BBPPK) and the Bank. The Swayam Provider should also give an undertaking that the integrity of the data on the Hard Disk will not be compromised and put to any misuse, causing financial / reputational loss to the Bank.
- 1.10 The selected bidders will have to provide the SWAYAM (AF-BBPPK) as per the technical specifications mentioned elsewhere in this RFP.
- 1.11 Immediate support for Bug fix, customisation, modification, enhancement related to regulatory or causing the financial loss to the Bank or affecting the Bank's reputation or the Bank terms it as critical, and its quick release without any additional cost to the Bank. The Bank should not suffer loss due to any bug / defect of the machine. The Bank's decision with regard to bug/ defect/ faulty functioning of the machine will be final and binding on the bidder. In case the bug/ defect/ faulty functioning resolution requires development / R&D from OEM of the SWAYAM (AF-BBPPK), the bidder should ensure that the OEM does the required development within the stipulated time agreed by the Bank. A penalty of Rs.500 per day per non-complied machine shall be applicable for delay after the agreed stipulated timeframe, attributable to vendor. Vendor will not be penalized for delay due to Bank dependency.

Supporting documents to be submitted by the Vendors for such exclusions. The Bank's decision on allowing the exclusions shall be final and binding on the Vendors.

- 1.12 Bank proposes to procure fully functional SWAYAM (AF-BBPPK) in terms of both the hardware and software for the entire life of the machines i.e. minimum 7 years which can be extended for another period of 3 years in one or more tranches as per the sole discretion of the Bank . Responsibility for and the costs involved in, ensuring that the SWAYAM (AF-BBPPK) run on legal and supported hardware and software, including Operating Systems, rests with the bidder, for the entire life of the machines. All operating system upgrades / proprietary software upgrades / patches/ licenses will be provided duly tested at GITC Lab and two live sites free of cost to the Bank during the period of the Contract/Agreement.
- 1.13 The SWAYAM (AF-BBPPK) needs to be energy efficient. The SWAYAM (AF-BBPPK) to be supplied have to be fully functional in extreme weather conditions (Temperature:  $-10^{\circ}\text{C}$  up to  $50^{\circ}\text{C}$  (Without air conditioner), Relative humidity: 5% to 95% (Without air conditioner), dust, etc.) within the country.
- 1.14 A complete write-up on security features of the SWAYAM (AF-BBPPK) must be provided with the relative technical bid.
- 1.15 The vendor will ensure that at the time of delivery of SWAYAM (AF-BBPPK) they are not affected by virus/ malware and will ensure that the vendor's employees attending to the SWAYAM (AF-BBPPK) during warranty period/ Comprehensive AMC period do not introduce virus/ malware and in the case of any dispute Bank's decision will be final.
- 1.16 SWAYAM (AF-BBPPK) deployed should comply with RBI, IBA, Central / State / Local Authority guidelines. The vendor should ensure to meticulous compliance of guidelines issued by Ministry of Finance (DFS) with Gazette Notification No.CG-DL-E-02022024-251744 dated 02.02.2024 regarding "Accessibility Standards and Guidelines for Banking Sector" and further guidelines thereof during contract period. If any new guidelines are issued by these organizations, the bidder/vendor shall arrange for its compliance / upgradation and bear the cost for the same. Non-compliance by bidders shall attract penalty of ₹ 1,000 per day from the end date advised by the Bank for compliance.
- 1.17 SWAYAM (AF-BBPPK) supplied under this RFP will be subject to the Comprehensive Warranty of one year and Comprehensive Annual Maintenance Contract for six years. During the entire contract period, all cost related to upgradation, installation of hardware required in future, maintenance of SWAYAM (AF-BBPPK), repair and replacement of spare parts, cost of consumables, replacement of UPS and batteries etc (wherever supplied by vendor) shall be borne by vendor. Vendor shall be paid Comprehensive Annual Maintenance Contract charges on quarterly basis.
- 1.18 The system will have to be integrated with the existing Core Banking System of the Bank. The bidder/s will be responsible for integration with CBS through Middleware. In this direction, successful bidder will liaison and implement necessary configuration with the network and other vendors of the Bank.
- 1.19 Development, deployment and maintenance of Software Solution with enterprise-wide license for printing of Passbook transactions / [Barcode-stickers](#). The software needs to be integrated with existing core banking system of the Bank through middleware which will be provided by Bank.
- 1.20 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 the Bank's requirements.

- 1.21 The bidder will have to provide the necessary interface to all the application software being run at kiosks, wherever required by the Bank.
- 1.22 The system should be capable of centrally pushing the Bank's advertisements, application updates to all the Kiosks, pushing patches to kiosks in bulk (segregated based on circle/OS type) etc.
- 1.23 Two resource should be provided by each bidder/vendor to manage Remote Monitoring Management System (RMMS), Interface server, MIS, Call complaints/monitoring etc., faster resolution of issues at no extra cost to the Bank. In addition to above resources the following will also be provided by the bidder:
- i. 2 DBA (Data Base Administrator): For maintaining DB servers for Remote monitoring application & Kiosk application and ad-hoc reports (Suitable resource with 3+ years of experience)
  - ii. 2 System Administrator: For maintenance of Servers, closure of VA & Audit observations (Suitable resource with 5+ years of experience)  
Vendor is liable for a penalty of Rs 1,000 per day per resource on unavailability of the resource. This support is required for contract period of 7 years or further extension up to 3 years (in one or more tranches) at the sole discretion of the Bank on revised AMC rate as per clause 19(g) of Appendix-L. The resources will be at the disposal of the Bank. Bidder support Staff should have proper identity verification including Police verification.
- 1.24 The bidder will have to provide and deploy the necessary functionality for printing narration of entries in Hindi, English and any one regional language (to be decided by Bank). Minimum of 12 regional languages support required (English, Hindi, Marathi, Malayalam, Tamil, Telugu, Bangla, Odia, Punjabi, Kannada, Gujarati, Assamese) at no extra cost to the Bank.
- 1.25 The bidder will be responsible for complying with the security policies of bank (both kiosk and server end) at no extra cost.
- 1.26 Full RMS support including but not limited to applying SCD on servers, maintenance of servers, VAPT and bug fixing, back up and restoration of databases at no extra cost.
- 1.27 Source code (both kiosks and RMS) to be certified by a certification agency or Bank empanelled CISA Certified Auditors, to be free of defects and malware/virus, as and when required by the bank at no additional cost.
- 1.28 The data format and the passbook specification will be common for any type of Kiosks including the existing Kiosks. Application should be able to identify the printed pages to avoid overlapping with facility like OCR (Optical Character Recognition). Application/ printer itself shall have capability to identify the last printed page & line in the passbook and based on that shall continue printing the passbook along with auto flip functionality (auto turning the page), failing the same penalty of Rs. 1000/day per machine will be charged.
- 1.29 All existing Compliances of Guidelines / Advisory / Orders/ statutory Instructions/ SOP issued by Bank, State / District / Local Administration / GoI / IBA / RBI / MHA / NPCI etc. to be followed and complied by the successful bidders ab-initio and throughout the contract period for each machine / site. Any new future guidelines /advisory by any statutory / regulatory authority shall be complied without any cost to the Bank and within the timeline advised by the authority.
- 1.30 Deployment Methodologies: Documents on deployment framework, tools, templates & utilities to be provided by vendor.



1.31 Grouting of SWAYAM (AF-BBPPK), wherever required: -

“Putting in Anchor fasteners - min. 6” long anchor fasteners of Fischermake or equivalent. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding & repairing broke tiles, if any.”

**2. Warranty, Comprehensive Annual Maintenance Contract, and its support services:**

The SWAYAMs supplied under this RFP will be subject to the comprehensive Warranty for one year and thereafter comprehensive Annual Maintenance Contract for six years including replacement of consumables excluding ribbons (which can be extended at the sole discretion of the Bank at revised AMC rate as per clause 19(g) of Appendix-L). All components of SWAYAMs and its accessories including repair/replacement will be covered under comprehensive AMC. Vendor to ensure uptime of Swayam (AF-BBPPK) irrespective of number of visits at the site/SWAYAMs, without any additional cost to the Bank. Further, Vendor to provide support services mentioned under the head Warranty and Comprehensive Annual Maintenance contract and elsewhere in the RFP.

**3. Remedial Hardware Maintenance:**

- 3.1 Remedial Hardware Maintenance shall cover free supply and replacement of spares, components, devices as well as labour required to repair a malfunctioning of SWAYAMs caused due to any reasons other than the conditions mentioned in below clause 3.4 (Exclusions permitted for replacement of machine) and restore it to good operating condition without any additional cost to the Bank.
- 3.2 Remedial hardware maintenance includes software support (and software reload, OS Reload etc.) Further, it covers, inter-alia, free provision of spares, parts, kits, software, drivers etc., as and when necessary to ensure that SWAYAMs function in a trouble-free manner. SWAYAMs Provider shall correct any faults and failures caused due to any reason, in the equipment and shall repair and replace worn out defective parts of the SWAYAMs as and when requested by the Bank. Unserviceable spares, components, devices of the SWAYAMs caused due to any reason should be replaced free of cost by SWAYAMs provider within the aforesaid resolution time (if it affects / impacts the operation of the SWAYAMs) and within two working days (if it does not impact the operation of SWAYAMs).
- 3.3 If any SWAYAMs is beyond repair, it should be replaced with a new one within 30 days from the day when the machine is classified as beyond repair irrespective of reasons (classification to be done within 7 days of incident occurrence), without any cost to the bank, during the contract period and extension(s) thereof. The replaced machines should be of the exact same specifications which were provided to the Bank at the time of initial testing at the Bank’s IT Lab. In case, bidders do not have the machines with the same specifications in all aspects, then the machine (with different specification, but not lower than the minimum specifications mentioned in this RFP) should be provided to the Bank's GITC lab for testing. The Bank's re-testing charges of Rs. 5 lakh should be borne by the bidder.
- 3.4 Exclusions permitted for free replacement of machines, subject to fulfillment of below mentioned clauses and acceptance by Bank's Insurance Company-

For the machines destroyed / beyond repair due to:

- a) Natural calamities (like flood, earthquake, fire, tsunami etc.),
- b) machine uprooting (and uprooted machine stolen away),
- c) any vandalism case which requires machine replacement and the same is also confirmed by the Insurance Surveyor and acceptable to the Insurance Company for Insurance Claim.

In above cases (a) to (c), machine will be replaced by the vendor and Bank will pay the cost of the machine at the discovered rate in this RFP, subject to claim settlement by Bank's Insurance Company. If Bank's Insurance Company rejects the claim, the cost of new machine to be borne by the Vendor.

- 3.5** Adequate spares, components and devices required for running SWAYAMs should be stored and available at selected bidders' offices' at Banks all LHO and RBO's locations which are subject to Bank's verification at any time.
- 3.6** The Bidder should provide Auto-flip Barcode Based Passbook Printing Kiosk Solution, including but not limited to providing the required Hardware, Software, Databases, Third Party Utilities, if any, and installation, testing, commissioning, warranty, annual maintenance, required/guaranteed uptime, etc. The system will have to be integrated with the existing applications viz Core Banking System of the Bank through EIS and Swayam Monitoring Tool (SMT). In this direction, successful bidder will liaison and implement necessary configuration with the network and other vendors of the Bank.
- 3.7** Development, deployment and maintenance of Software Solution with enterprise-wide license for printing of Passbook transactions. The softwares viz Kiosk application to be provided by bidder and the same needs to be integrated with existing core banking system of the Bank through middleware and RMS & CRM with SMT for service call open/update and closure, also for capturing the Kiosk details and health status for availability , uptime / downtime , penalty calculation etc, for which the details / specifications will be provided by Bank.
- 3.8** To provide all necessary hardware and software required to make the solution work strictly as per Bank's technical specifications. The specifications given are minimum. Bidders can quote equivalent or higher technical specifications to meet the Bank's requirements.
- 3.9** The bidder will have install all Bank specified agents / software in the Kiosks & servers and to provide necessary interface wherever required by the Bank at no additional cost.
- 3.10** The bidder/s will be responsible for integration with CBS through Middleware and also to SMT from RMS & CRM. Also Kiosk to RMS for Kiosk Monitoring & Management and any other integration which is being specified by the Bank during the period of contract.
- 3.11** The data format and the passbook specification will be common for any type of Kiosks including the existing Kiosks. Application should be able to identify the printed pages to avoid overlapping.
- 3.12** The bidder will have to provide and deploy the necessary functionality for printing the entries in 12 regional languages as specified by the Bank apart from printing in English, at no extra cost, so that the customers are able to print their transactions in regional language also. The Kiosk should be capable for translating the text to the specified regional language. The text shared by the bank for printing will be in English only.
- 3.13** Bidder will have to develop monitoring tool (RMS) for component wise monitoring of kiosks , hardware details including monitoring of ribbon ink and for auto call logging of non-



- functional kiosks (including ribbon replacement alert) indicating the exact error for non-operational kiosks, bulk pushing of patches to Kiosk , pulling of logs for error/ log analysis , maintaining the circle / geographical location wise Kiosk details . The system should be capable of centrally pushing the Bank's advertisements, application updates to all the Kiosks, pushing patches to kiosks in bulk (segregated based on circle/OS type) etc as well pulling the logs from Kiosks for trouble shooting at no additional cost.
- 3.14** Bidder will have to integrate their RMS & CRM with the Swayam Monitoring Tool of the Bank, for capturing Kiosk details , Kiosk health status monitoring , service call open / update & closure , at no extra cost.
- 3.15** The bidder will be responsible for complying with the security policies of bank (ie Servers DB/ APP / WEB, Kiosk, RMS, and the integrations done with Bank's Internal applications & systems) at no extra cost.
- 3.16** Full support including but not limited to application support , error analysis and resolution, applying SCD on servers including app , web & DB, maintenance of servers, VAPT and bug fixing, back up and restoration of databases , closure of security observations , security certificate updates , conducting DR drills & IBCE at no extra cost.
- 3.17** Applications (Kiosk application, RMS and integrations done with Banks Internal system / application) will be subjected to Bank initiated audits & reviews and further the closure of observations and evidences to be shared within the specified timelines at no additional cost.
- 3.18** Source code (Kiosk application, RMS and integrations done with Banks Internal system / application) to be shared with audit team as and when required by the bank and further closure of observations at no additional cost.
- 3.19** Source code (Kiosk application, RMS and integrations done with Banks Internal system / application) to be certified by a certification agency or Bank empanelled CISA Certified Auditors, to be free of defects and malware/virus, as and when required by the bank at no additional cost.
- 3.20** Bidder has to comply with all the guidelines related to PB printing kiosks (software & hardware) and mandated by Central/ State Govt. bodies, RBI etc. during the course of contract period at no extra cost to bank.
- 3.21** Bank reserves the right to invoke Penalty, in case of delay in complete closure of security related observations pointed during Banks audit beyond 30 days from the date of reporting to the vendor . The amount may be maximum up to Rs. 5.00 lakhs in a quarter.
- 3.22** Bank reserves the right to invoke Penalty, in case of delay in fixing the application bugs / defects beyond the timelines mutually agreed by the Bank and the Bidder during the contract period. The amount may be maximum up to Rs. 5.00 lakhs in a quarter.
- 3.23** Services include releases and software code corrections for the current software version to support existing functionalities of the Equipment listed in Appendix C, wherever applicable, of the RFP which shall be provided and installed at all SWAYAMs free of cost to the Bank and the last release of the prior software version for SWAYAMs Provider Equipment should be preserved. All engineering changes generally adopted hereafter by the SWAYAMs Provider for equipment like that covered by this agreement, shall be made to the machine/equipment at no cost to the Bank. Qualified maintenance engineers totally familiar with the machines shall perform all repairs and maintenance services described herein.
- 3.24** Bidder should fully support to resolve any issue/bug related to software/ hardware/components/services/ parameters /configuration/ OS /devices /drivers /terminal

- diagnostic tools /utilities /patches provided by SWAYAMs provider for smooth running of Solutions.
- 3.25** Service like DNS (Domain Name System) setting, IP address changes, or any other activities which cannot be performed by Centralized solutions as and when requested by Bank should be provided by vendor without any additional cost to the Bank.
- 3.26** Bidder should ensure that any software/patches/any change in Hardware introduced by them throughout the contract period, will be tested in coordination with Solution Provider and approved by the Bank before it is deployed into production by SWAYAM provider.
- 3.27** To provide the complete details with escalation matrix for reporting issues along with URL where the call is required to be logged. Vendor shall require to integrate with Bank's Swayam Monitoring Tool.
- 3.28** SWAYAMs provider to share their respective product (Hardware (HW)/Software (SW)) roadmaps including software releases / updates to the Bank on a regular basis.
- 3.29** Extend support for all changes related to calendar quarter are fully tested and ready for release by end of the calendar quarter and pilot at two SWAYAMs.
- 3.30** Preventive Maintenance shall be provided to ensure that SWAYAMs are maintained in good operating condition as per Equipment Specifications and includes the provision of labour, service parts as deemed necessary by Vendor and travelling time at no additional cost to Bank.
- 3.31** SWAYAMs Provider 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 SWAYAMs and necessary repairing of the SWAYAMs) at such intervals (minimum once in a calendar quarter- {Please note that this will not restrict any other visit required for any other purpose at the SWAYAMs by the Bank}) as may be necessary from time to time to ensure that the SWAYAMs is in efficient running condition to ensure trouble free functioning. Such visits could also be covered in visits for trouble shooting provided preventive maintenance is also done. Vendor should submit to the Bank a report as per requirement given in Online Portal **or** alternatively confirmed through the Web Portal. If no system/portal in place, Bank shall maintain a register at its site in which, the Bank's operator/ supervisor shall record each event of failure and / of malfunction of the equipment. SWAYAMs Provider's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, SWAYAMs Provider's engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official. Preventive maintenance needs to be scheduled at a time convenient to the Vendor and Bank or may be performed during the remedial maintenance. The selected bidder is required to share the quarterly schedule of Preventive Maintenance (SWAYAMs ID-wise) with SWAYAM Operations team under Anytime Channel Department at the respective Local Head offices at least 15 days in advance. Signed Preventive Maintenance report from End Point Provider's Engineer is must and should be properly filed at the appropriate locations.

#### 4. Implementation and Post Implementation Support:

- i. Trouble shooting of Solutions/Agents at the SWAYAM (AF-BBPPK) for non-functioning of any of its functionality or SWAYAM (AF-BBPPK) is down irrespective of facts whether it relates to Solutions/Agents or hardware breakdown. The SWAYAM (AF-BBPPK) Provider will take full responsibility for ensuring that the SWAYAM (AF-BBPPK) is functional with Solutions installed on the same and will coordinate with the Solution Provider aimed at operationalization of SWAYAM (AF-BBPPK) and share the logs if required.
- ii. Root cause analysis for issues in coordination with GITC and submit the report to the Bank.
- iii. To share the status of roll out with the Bank and Solution provider.

#### 5. Project Plan, delivery and Schedule ('X' represents date of Letter of Intent, Y = X+75 days):

Activity	Sub-Activity	No. of terminals to be covered	Owner	No. of Calendar Days and not working days.
Test Machine delivery	Delivery of test machines with UPS & batteries and all software at IT Lab and thereafter in Live environment.	(i) L1 should provide, pro bono, 2 SWAYAM (AF-BBPPK) of the model that they intend to supply. (ii) L2 should provide, pro bono, 2 SWAYAM (AF-BBPPK) of the model that they intend to supply. In both the cases above, 1 kiosk will be deployed in live environment and tested and 1 kiosk will remain in the test environment at <b>IT Lab, GITC.</b>	SWAYAM (AF-BBPPK) Provider	X+10 days
Testing of machine	Customisation, Integration, Installation and testing (including end to end UAT/SIT/Security Review) by the Swayam (AF-	(i) L1 should provide, pro bono, 2 SWAYAM (AF-BBPPK) of the model that they intend to supply. (ii) L2 should provide, pro bono, 2 SWAYAM (AF-BBPPK) of the model that they intend to supply.	SWAYAM (AF-BBPPK) Provider	X+60 days

RFP FOR PROCUREMENT OF 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT SERVICES.



	BBPPK) Provider with Native Applications/Agents at test environment at <b>IT Lab, GITC</b> and thereafter In Live environment.	In both the cases above, 1 kiosk will be deployed in live environment and tested and 1 kiosk will remain in the test environment at IT Lab, GITC.		
<b>Pilot Rollout</b>	Live Pilot Testing, Monitoring and Observations		SWAYAM (AF-BBPPK) Provider + Bank	X+75 days

Phase	Roll-Out Plan (L1)	Roll-Out Plan (L2)	Timelines (Days)
I	350	150	Y+45
II	350	150	Y+90
Total	700	300	

**OTHER TERMS AND PENALTIES**

1. Delivery/installation/operational/making machine live of all equipment should be per Roll Out Plan given in Scope of Work (Appendix-E) from date of placing of order or providing site details by LHO, whichever is later. In the event of the any or all equipment(s) not being delivered, installed and commissioned within a roll out plan, a penalty of 1000 per day per machine or part thereof for each week or part thereof the delay, subject to maximum amount of (10%) ten percent of the total cost of delayed SWAYAM (AF-BBPPK) will be charged to vendor. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware.
2. The Vendor warrants that the products supplied under the Contract are new, unused, latest 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. If the product is found to be defective within the first 90 days after installation, then the Vendor should replace the product within 30 days of intimation without any additional cost to the bank.
3. Warranty for Hardware Components: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, consumables, kits will be for the entire duration of Contract (one year Warranty plus six years comprehensive AMC period) or extension period.
4. Warranty for the System Software/off-the-shelf Software will be provided to the Bank as per the general conditions of sale of such software.
5. The Vendor shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
6. On-site comprehensive warranty and AMC: The warranty and AMC would be on-site and comprehensive in nature and back-to-back support from the OEM. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of seven years from the date of acceptance of the hardware and software. The vendor will provide support for Operating Systems and other preinstalled software components during the warranty period of the hardware on which this software & operating system will be installed. The Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.
7. During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:

- i. Free maintenance services during the period of warranty and comprehensive AMC. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services.
- ii. The Bidder shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to the BANK, with brand new parts. For this purpose, the VENDOR shall keep sufficient stock of spares at Bank's premises and at the premises of the VENDOR.
- iii. 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 4 hours.
- iv. The VENDOR shall ensure that faults and failures intimated by Bank as above are set right within 6 hours of being informed of the same. In any case the equipment should be made workable and available not later than the Next Business Day.
- v. The VENDOR shall ensure that the full configuration of the equipment is available to the BANK in proper working condition viz. uptime of 98% of the time on a 24 x7 x365 basis.

vi. For purpose of calculating penalty, uptime is calculated as under:

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

Total hours during the month = No. of working days x 8 hours

Downtime will be considered as per Bank's real time Health Monitoring Dashboard with provision of auto call logging.

vii. Penalties for SLA uptime shall be as under;

S. No.	Uptime Range	Penalty
1.	97-98%	20% of pro rata comprehensive AMC for the quarter
2.	96-97%	30% of pro rata comprehensive AMC for the quarter
3.	Less than 96%	40% of pro rata comprehensive AMC for the quarter

In addition to this, if down time of a call exceeds 24 hours, the penalty of Rs 100/- (Rupees One Hundred only) per hour (for hours beyond 24 hours) per machine will be charged. This



penalty will be levied irrespective of the total downtime of the kiosks. However, the total penalty on account of downtime cannot be more than 50% of comprehensive AMC for the quarter for the Circle. It is hereby clarified that the maximum penalty is for all the SWAYAM (AF-BBPPK) put together for each Circle and not to be capped at per SWAYAM (AF-BBPPK) level.

The penalty applicable for first year warranty will be deducted from the subsequent AMCs.

Any penalty due during the Warranty period will be adjusted against the PBG or subsequent AMCs.

- viii. The VENDOR shall ensure that the meantime 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 as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.
- ix. **Preventive maintenance:** the VENDOR shall conduct at no extra cost, 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 every quarter during the currency of this agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing the VENDOR recognizes Bank's operational needs and agrees that Bank shall have the right to require the VENDOR to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter. Penalty for non-compliance of Preventive Maintenance will be ₹ 500 per AF-BBPPK per day.
- x. All engineering changes generally adopted hereafter by the VENDOR for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to the Bank.
- xi. Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
- xii. The Bank shall maintain a register at its site in which, the Bank's operator / supervisor shall record each event of failure and / of malfunction of the equipment. The 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 the Bank's official. The original of the field call report shall be handed over to the Bank's official.
- xiii. The VENDOR shall provide replacement of equipment if any equipment is out of the premises for repairs at no extra cost to the Bank.
- xiv. It is expected that the VENDOR provides good quality hardware/ software which do not fall out of order frequently. Therefore, the maximum number of complaints in a year should not be more than Six times of the number of kiosks installed. If this condition is breached, then there will be a penalty of Rs 1 lac. The number of complaints as well as the penalty will be calculated for each Circle.



- xv. All the kiosks should be connected to RMMS all the time. A penalty of Rs 1000/- per day per kiosk to be levied if a kiosks is not connected to RMMS for 3 days. The penalty will be calculated from 4<sup>th</sup> day till the kiosk is connected back with RMS.
- xvi. Penalty for non-availability of Resources: Two resources should be provided by each bidder including 2 DBA and 2 system administrators to manage Remote Monitoring Management System (RMMS), Interface server, MIS, Call complaints/monitoring etc., faster resolution of issues at no extra cost to the Bank. Vendor is liable for a penalty of Rs 1,000 per day per resource on unavailability of the resource. This support is required for contract period of 7 years which can be extended for another period of three years in one or more tranches as per sole discretion of the Bank. The resources will be at the disposal of the Bank.
- xvii. The Vendor should provide two additional kiosks to the Bank for testing purpose for the entire duration of the contract at no additional cost to the Bank. The Vendor will be responsible for the maintenance of these kiosks.
8. Any worn or defective parts withdrawn from the equipment and replaced by the VENDOR shall become the property of the VENDOR and the new 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 the Bank.
9. 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.
10. The data format and the passbook specification will be common for any type of Kiosks including the existing Kiosks. Application should be able to identify the printed pages to avoid overlapping with facility like OCR (Optical Character Recognition). Application/ printer itself shall have capability to identify the last printed page & line in the passbook and based on that shall continue printing the passbook along with auto flip functionality (auto turning the page), failing the same penalty of Rs. 1000/day per machine will be charged.
11. During contract period, if Bank desires to shift the equipment to a new site and install it thereof urgently, the VENDOR shall be informed of the same immediately. The Bank shall bear the charges for such shifting and the VENDOR shall provide necessary arrangement to Bank 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 the VENDOR if VENDOR is unable to shift within TAT (7 days at same center/location and 15 days out of center/location) then penalty of Rs 1000/day will be charged.
12. Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for Equipment similar to that covered by this RFP.
13. No term or provision hereof shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any



consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

14. If, in any month, the VENDOR does not fulfill the provisions of clauses in 7(ii), 7(iii), 7(iv), 7(v) and 7(vi) only the proportionate maintenance charges for that period during the month will be considered payable by Bank without prejudice to the right of the Bank to terminate the contract. In such event the VENDOR was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or the VENDOR shall refund the amount forthwith to Bank on demand by Bank.
15. On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the Equipment, the VENDOR shall indemnify/pay/reimburse the loss suffered by the BANK.
16. On account of any negligence, commission or omission by the engineers/employees of the VENDOR and if any data breach or incident resulting into any type of loss to SBI, the VENDOR shall indemnify/pay/reimburse the loss suffered by the BANK equivalent to the actual loss incurred by bank or 20% of total cost of ownership (TCO) / Total Contract value, whichever is lower. The bank also reserves the right to adjust the above amount against the pending payments under this contract or to invoke PBG. The bank will give 30 days' cure period to the vendor to implement necessary security measures at kiosks' end to prevent the occurrence of similar incident in future.

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

(a) The Bank 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 the vendor, or another vendor, or developed in-house.

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

(b) The warranty terms would not be considered as violated if any of 17 (a) above takes place. Should there be a fault in the operations of the system, the vendor, would not unreasonably assume that the causes lie with that components / software not acquired from them.

18. In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another

vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of **10%** of the respective line item of price bid on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period.

19. COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR 6 YEARS

- a. After the expiry of initial Warranty Service Period of 1 (One) year, comprehensive Annual Maintenance Contract for a period of 6 (six) years shall be effective and AMC shall be paid at discovered rate. The payment for this service would be made quarterly at the end of each quarter. The comprehensive AMC prices are exclusive of Service Tax which will be paid at actuals by the Bank. The comprehensive AMC services are to be provided on a 24\*7 basis including consumables.
- b. During the warranty and comprehensive AMC period, any spare cost, consumables has to be borne by the bidder. No additional call charges or labour charges are payable when spares are replaced during the warranty period and maintenance period.
- c. Comprehensive AMC period shall cover free supply and replacement of spares, components, devices as well as labour including replacement of consumable items (excluding ribbons), required to repair a malfunctioning of SWAYAM (AF-BBPPK) caused due to any reason (including but not limited to flood, earthquake, rain, natural calamities and vandalism cases, mis handling by any persons, short circuit, fire, damage, voltage fluctuation, electrical malfunctioning, destruction, theft, burglary, sacking etc) and restore it to good operating condition without any additional cost to the Bank. The Vendor shall not link claim of insurance to the provisioning of services under this clause, to operationalize the SWAYAM (AF-BBPPK). Comprehensive AMC period includes software support (and software reload) only to the extent required to repair failed or malfunctioning hardware. Further, it covers, inter-alia, free provision of spares, parts, kits, software, devices, drivers, as and when necessary to ensure that SWAYAM (AF-BBPPK) function in a trouble-free manner. Vendor shall correct any faults and failures caused due to any reason, in the equipment and shall repair and replace worn out defective parts of the SWAYAM (AF-BBPPK) as and when requested by the Bank. Unserviceable spares, components, devices of the SWAYAM (AF-BBPPK) caused due to any reason should be replaced free of cost by Vendor within the aforesaid response/resolution time (if it affects/impacts the operation of the SWAYAM (AF-BBPPK)) and within two working days (if it does not impact the operation of SWAYAM (AF-BBPPK)).
- d. Penalty shall be levied in case material/equipment used are not in conformity with specifications laid down unless exemption has been obtained from Bank. Penalty could include free replacement plus 25% deduction of the cost of the material/equipment/machines. The payment will be made based on the report duly verified by the respective LHO.

- e. The actual loss incurred by the Bank on account of errors/bugs/deficiencies in services attributable to the Vendor shall be recovered from the Vendor.
- f. Any penalty levied on the Bank by RBI, MHA, Central/State Govt., Local Administration, any statutory body etc. for any penal activity / non-compliance attributable to the bidder, shall be recovered from the bidder. The Bank's decision in the matter shall be final and binding on the bidder. The same shall be recovered over and above the applicable penalty cap. In case, this penalty is compensated through a different clause of this RFP, the Bank may not levy the penalty again for same penal activity / non-compliance.
- g. INCREASE IN AMC RATE FOR THE EXTENTION PERIOD OF CONTRACT i.e. AFTER INITIAL CONTRACT PERIOD OF 7 YEARS (IF EXTENDED FOR FURTHER PERIOD AS PER BANK'S DISCRETION):
1. Prices payable to the Vendor as stated in the Contract/agreement shall be fixed and not subject to adjustment during performance of the Contract period of 7 years, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges etc.
  2. However, the Bank will provide an increase in AMC rate after expiry of the initial contract period of 7 years for the extension period (if extended) up to three years in one or more tranches under Appendix – F of the RFP. The increase would be linked to Consumer Price Index (CPI) for Industrial Workers (WI) (All India General Index: Base 2016 = 100). There would be an increase in AMC rate which will be based on CPI index at the end initial contract period of 7 years over the previous year rate (i.e., difference in CPI of 7<sup>th</sup> and 6<sup>th</sup> year) during the extended period up to 3 years in one or more tranches. The increment in AMC rate would be directly correlated to the increase in the Index over 12 months period of 7<sup>th</sup> and 6<sup>th</sup> year. For example, if the Index value on 01st May 2031 is 120 which increases to 126 on 01st May 2032 thereby representing a 5% increase. The AMC rate would increase proportionately. However, if the Index value increases beyond 5%, the increase in payment of AMC rate would be capped at increase of 5% only.
  3. If, there is a decrease in CPI, the existing rate (of previous year, i.e., prior to 01st May of the last year of initial contract period) will apply.
  4. This increase in AMC rate for the extended period (on expiry of initial contract period), if any would be approved by Anytime Channel Department at Corporate Centre of the Bank at the expiry of contract i.e., 7<sup>th</sup> year as enumerated above, subject to fulfilment of conditions laid down by Bank, on the basis of latest available CPI (IW) and will be advised to all the Circles/ selected vendors.

**NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at \_\_\_\_\_ between:

State Bank of India constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its \_\_\_\_\_ Department (hereinafter referred to as “Bank” which expression includes its successors and assigns) of the ONE PART;

And

\_\_\_\_\_ a private/public limited company/LLP/Firm incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 , having its registered office at \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

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

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other (the Party receiving the information being referred to as the “Receiving Party” and the Party disclosing the information being referred to as the “Disclosing Party. 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 developed, 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 free from any confidentiality obligations 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 and without confidentiality restrictions on use and disclosure; 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 “Covered Person” which term shall mean employees, contingent workers and professional advisers of a party 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 Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If Service Provider appoints any Sub-Contractor (if allowed) then Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party’s Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.
- (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 (provided not restricted by applicable laws)





prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

- i. the statutory auditors of the either party and
- ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof

(c) 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.

3. **Rights and Remedies**

- a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
  - i. Suspension of access privileges
  - ii. Change of personnel assigned to the job
  - iii. 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 sole and 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's patents, copyrights, trademarks, or trade secret information.

- (b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or willful default of disclosing party.
- (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. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the



laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.

- (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) The Agreement shall be effective from \_\_\_\_\_ ("Effective Date") and shall be valid for a period of \_\_\_\_\_ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality 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.

5. **Suggestions and Feedback**

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 \_\_\_\_\_ (Month) 20\_\_ at \_\_\_\_\_ (place)

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

Name		
Designation		
Place		
Signature		

RFP FOR PROCUREMENT OF 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT SERVICES.



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

Name		
Designation		
Place		
Signature		

RFP FOR PROCUREMENT OF 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT SERVICES.



**Appendix-O**

**Pre-Bid Query Format**

**(To be provide 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 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT SERVICES.



**Appendix-P**

**Format for Submission of Client References**

**To whosoever it may concern**

<b>Particulars</b>	<b>Details</b>
<b>Client Information</b>	
Client Name	
Client address	
Name of the contact person and designation	
Phone number of the contact person	
E-mail address of the contact person	
<b>Project Details</b>	
Name of the Project	
Start Date	
End Date	
Current Status (In Progress / Completed)	
<b>Size of Project</b>	
Quantity of work order( in numbers)	
Value of Work Order (In Lakh) (only single work order)	

**Name & Signature of authorised signatory**

**Seal of Company**

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

**General**

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2024 , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its Anytime Channels Implementation and rollout department Corporate Centre 3<sup>rd</sup> floor, The Arcade, World Trade Centre, Cuffe Parade, Mumbai 400005, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_

\_\_\_\_\_ Chief Executive Officer \_\_\_\_\_,

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

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

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

NOW, THEREFORE,

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

- Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by \_\_\_\_\_ providing assurance to them that their competitors will also abstain from



bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

**1. Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization 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 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, favor, 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, organization 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, favor, 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 favor or disfavor 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 State Bank of India from a nationalized Bank including SBI or its Subsidiary Banks.

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

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

## **6 Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other

Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **7. Independent Monitors**

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

**Shri Otem Dai IAS (Retd.)**

**Mobile No. 9402277510**

**otemdai@hotmail.com**

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among

the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### **8. 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.

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

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

#### **10. 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.

#### **11. Validity**

- 11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 7 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.
- 11.2 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.

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

RFP FOR PROCUREMENT OF 1,000 AUTO-  
FLIP BARCODE BASED PASSBOOK  
PRINTING KIOSK WITH COMPREHENSIVE  
ANNUAL MAINTENANCE CONTRACT  
SERVICES.



For BUYER

Name of the Officer.

Designation

Office / Department / Branch

State Bank of India.

Witness

1

2

For BIDDER

Chief Executive Officer/

Authorized Signatory

Designation

Witness

1.

2.

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

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



RFP FOR PROCUREMENT OF 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT SERVICES.



Appendix-R

**FORMAT FOR EMD BANK GUARANTEE**

To:

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-----

Dear Sir,

**EMD BANK GUARANTEE FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SWAYAM (i.e. AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK) AS ARE SET OUT IN THE SBI RFP NO.SBI/ACV/2024-25/004 DATED 05.06.2024 with [Corrigendum-I dated 15.06.2024](#)**

WHEREAS State Bank of India (SBI), having its Corporate Office at SBI Bhawan, Madame Cama Road, Nariman Point, Mumbai 400021 and one of its offices at Anytime Channels, Corporate Centre, World Trade Centre, Cuffe Parade, Mumbai 400005 and Regional offices at other State capital cities in India has invited Request for Proposal for supply, installation, testing and commissioning of **SWAYAM (Auto-flip Barcode Based Passbook Printing Kiosk)** as are set out in the Request for Proposal SBI/ACV/2024-25/004 dated: 05.06.2024 [with Corrigendum-I dated 15.06.2024](#)

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

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

4. NOW THIS GUARANTEE WITNESSETH THAT

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

5. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we

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

6. We hereby further agree that –

1. Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment to us of the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
2. Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
3. 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.
4. This guarantee shall remain in force up to 270 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
5. Our liability under this presents will terminate unless these presents are renewed as provided herein up to 270 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is later.
6. Unless a claim or suit or action is filed against us within nine months from PBG issuing date or any extended period, all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.
7. 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.

RFP FOR PROCUREMENT OF 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT SERVICES.



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 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT SERVICES.



**Appendix-S**

**Client Certificates**

To

**The Deputy General Manager (I&R),  
State Bank of India,  
Corporate Centre,  
Anytime Channels Dept.,  
3<sup>rd</sup> floor, The Arcade, World Trade Centre,  
Cuffe Parade, Mumbai 400005.**

Dear Sir,

Ref: **SBI/ACV/2024-25/004 Dated 05.06.2024 with Corrigendum-I dated 15.06.2024**

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to supply, test, integrate, Install, commission, upgrade and support the desired equipment, Software/Agent, SWAYAM (AF-BBPPK) protection solutions/Agent, Online Monitoring Solutions (Swayam Monitoring Tool)/Agent and support services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP.

2. We are manufacturers/ authorized distributor/ partner/ agent of \_\_\_\_\_(Name of brand) SWAYAM (AF-BBPPK) having factories at \_\_\_\_\_. Our brand has \_\_\_\_\_ number of SWAYAM (AF-BBPPK) deployed for various banks in India/abroad.

3. We hereby certify that we have neither been blacklisted nor expelled from any project / contract nor had any contract terminated for breach by any Public Sector Undertaking /IBA/ RBI / Regulatory Authority/ Statutory Authority / Any State or Central Government / any bank during the last five years in India or abroad.

4. (a) We hereby certify that no past/present litigations or disputes exists against our Company/firm which could adversely affect our participation under this RFP and result in the disqualification.

OR

(b) We hereby certify that past/present litigations or disputes exists against our Company/firm the brief details of which are as under:

- i. \_\_\_\_\_
- ii. \_\_\_\_\_

(NB : Please strike out either 3 (a) or 3 (b) as the case may be )

We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of RFP, we shall intimate the Bank of the same immediately.

5. We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Bank in connection with the selection of bidder or in connection with the selection/bidding process itself in respect of procurement of equipment, Solutions and Support Services.

6. We do hereby certify that we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order issued by any of the Department at SBI as on the date of Bid submission.

7. We agree to provide all support services relating to SWAYAM (AF-BBPPK) to be supplied under this RFP for a Minimum period of seven years (with a provision to extend further for 3 years in one or more tranches at the sole discretion of the Bank) by deputing our suitable resources at the SWAYAM (AF-BBPPK) as and when required irrespective of number of visits to operationalize or to ensure uptime of SWAYAM (AF-BBPPK) or to repair or to maintain or to carry out any activity apart from preventive maintenance without any additional cost to the Bank as we will be building suitable cost factor as a part of Total cost of ownership as a part of RFP. Illustrative but not exhaustive list of activities are as under :

1. Any managed service activities.
2. Any hardware of SWAYAM (AF-BBPPK) replacement/troubleshooting
3. Testing, installation, reinstallation, bug fixing, trouble shooting, upgradation at the SWAYAM (AF-BBPPK) in connection with Supported Software, any SWAYAM (AF-BBPPK) protection solutions like Hard Disk encryption, White listing Solutions, any agent etc
4. Supporting the SWAYAM (AF-BBPPK), Software Solutions, Protection Solutions and Online Monitoring Solution.
5. Loading of any software, any agent, any patches which could not be done through centralized patching.
6. Service for loading and on-going maintenance of encryption keys;
7. Service like IP address Changes, DNS Changes, TLS changes etc
8. Service during natural calamities or fire.
9. Any preventable call
10. As and when required by the Bank to carry out specific activity.

The aforesaid clause will hold good even if the underlying model is discontinued for any reason.

8. We have dedicated Banks' SWAYAM (AF-BBPPK) Monitoring Tool for analyzing full range of SWAYAM (AF-BBPPK) error/status codes for monitoring health of SWAYAM (AF-BBPPK) with automated on-line problem ticketing, call logging, call transfer/escalation (by SMS, email, voice, etc.), follow up till satisfactory closure of ticket. Providing wide ranging MIS for each and meaningful analysis of performance, including Reports for connected vendors SLAs. We, further, confirm that our central monitoring tool is compatible with Base24 and can be integrated with Banks' SWAYAM (AF-

BBPPK) Monitoring Tool. In addition, in case our Monitoring system is not integrated with Banks' Monitoring tool, we undertake to integrate same with Banks' Monitoring Tool within a month, on intimation in this regard by Bank to us. If required, we undertake to be demonstrated to the Bank's satisfactions at our cost. Further, we undertake to use the Online Monitoring Solutions if provided by the Bank and make required lease line and backup connectivity between our Managed Service Centers and its DR Center to Banks' DC and DR at our cost with network redundancy and note to bear the related recurring expenditure.

9. As a part of the contract, we undertake to provide SWAYAM (AF-BBPPK) at DC location and note to service the said equipment and provide engineer having full knowledge of SWAYAM (AF-BBPPK) as and when required without any additional cost.

10. We, undertake, to upgrade the Operating System and associated hardware components to latest available without any additional cost to the Bank if Operating System supplied is declared out of date/end of support.

11. We undertake to ensure that in case of installation against replacement, the Hard Disk Drive of the equipment supplied will be handed over to the Branch head / his representative and this will be recorded in the installation report to be signed by our representative and Bank. We also give an undertaking that the integrity of the data on the Hard Disk will not be compromised and put to any misuse, causing financial or reputational loss to the Bank.

12. We also certify that in the event of becoming one of the successful bidders, the model of SWAYAM (AF-BBPPK) to be supplied by us are capable of running Banks' existing software and SWAYAM (AF-BBPPK) Security Solution being procured by the Bank without any hardware changes. We undertake the responsibility for testing, integrating, commissioning and coordinating implementation of the Banks' existing software, currently under procurement by the Bank, to the SWAYAM (AF-BBPPK) to be supplied by us, without any extra cost to the Bank.

13. We hereby, irrevocably and unconditionally undertake to extend all supports (including, documents, operations manuals, standards, binaries and specification of said models with its components, physical devices and its drivers) as and when required without any deviation, without any additional cost and shall work in coordination, collaboratively and cohesively with the Bank selected Solution Provider during the pre-implementation, integration, testing, pilot run, rollout/implementation, installation and post implementation support relating to solutions in respect of our SWAYAM (AF-BBPPK) supplied to the Bank or being supplied under this RFP, to ensure that solutions to be procured runs on our SWAYAM (AF-BBPPK) supplied without any impact and render all support required to ensure that SWAYAM (AF-BBPPK) remains ups and running successfully during the currency of existing agreement.

Yours faithfully,

Signature and Seal of Bidder

RFP FOR PROCUREMENT OF 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT SERVICES.



**Appendix-S1**

This certificate is to be on the letterhead of the Bank/Client

**To whom so ever it may concern**

This is to certify that \_\_\_\_\_ [Name of Bidder] have successfully deployed/installed, .....Banking Self Service Kiosks (Passbookprinting kiosks/ CTS enabled Cheque Deposit Kiosks/Account opening Debit card printing kiosks) out of which \_\_\_\_\_ are Auto-flip Barcode Based Passbook Printing Kiosks and is working to our Satisfaction, the details of which are furnished as under :

Make	Model	No. of Terminals	During the period	
			From	To

2.The aforesaid Bidder is also providing the following support services of Barcode based Passbook Printing Kiosks satisfactory:

Services	No. of Terminals	During the period	
		From	To
Maintenance, Support Services			

Our coordinates for further details in this regard is as under:

Name of Official	
Designation	
Landline no	
Cell no	
Email Id	
Address	

**Signature of the Client**



RFP FOR PROCUREMENT OF 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT SERVICES.



**Appendix-S2**

**Client Certificate**

This certificate is to be on the letterhead of the Client

**To whom so ever it may concern**

This is to certify that \_\_\_\_\_ [Name of OEM] have successfully deployed \_\_\_\_\_ Auto-flip Barcode Based Passbook Printing Kiosk and is working to our Satisfaction in India, the details of which are furnished as under:

Make	Model	No. of Terminals	During the period	
			From	To

Our coordinates for further details in this regard is as under:

Name of Official	
Designation	
Landline no	
Cell no	
Email Id	
Address	

**Signature of the Client**

RFP FOR PROCUREMENT OF 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT SERVICES.



**Appendix-S3**

**OEM Undertaking**

**Certificate cum Letter of undertaking [OEM]**

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

No. Date:

To  
The Deputy General Manager (I&R),  
State Bank of India,  
Corporate Centre,  
Anytime Channels Dept.,  
3<sup>rd</sup> floor, The Arcade, World Trade Centre,  
Cuffe Parade, Mumbai 400005.

Dear Sir,

**Ref: SBI/ACV/2024-25/004 dated: 05.06.2024 with Corrigendum-I dated 15.06.2024**

We, who are established and reputable manufacturers / producers of Auto-flip Barcode Based Passbook Printing Kiosks \_\_\_\_\_ (Name of the Brand) having factories /development facilities at \_\_\_\_\_ (address of factory / facility) do hereby authorize M/s \_\_\_\_\_ (Name and address of Bidder) to submit a Bid, and sign the contract with you against the above Bid Invitation.

2. We have deployed \_\_\_\_\_ number of Auto-flip Passbook Printing Kiosks for various banks in India.

3. We, hereby, certify that Auto-flip Barcode Based Passbook Printing Kiosks model \_\_\_\_\_ (Name of the Model) proposed under this RFP have passed the following in the Single Test :

.....  
.....

4. We hereby certify that we have currently production and supply capacities of ..... Auto-flip Barcode Based Passbook Printing kiosk (AF-BBPPK) per month for the model proposed under the RFP. We undertake to supply within 30 days of the issuance of the Purchase Order by the Bank to the bidder and also agreeable to executing an agreement with the bidder to comply with the requirements of the above RFP, as amended from time to time.

RFP FOR PROCUREMENT OF 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT SERVICES.



5. We, undertake to ensure full range of technology support to the Bank/bidder in respect of our equipment supplied whether it be a Hardware or Software or spare or maintenance or troubleshooting or integration or providing drivers of various components (including part/components estimated time to failure details) or any other technical support required to ensure uptime of the equipment/Auto-flip Barcode Based Passbook Printing Kiosks during the minimum period of life span of the Auto-flip Barcode Based Passbook Printing Kiosks i.e. seven years, extendable for the further period up to three years in one more tranches at the sole discretion of the Bank with revised AMC rate as per clause 19(g) of Appendix-L.

6. We further certify that we have local presence in India having our / our Authorized Partner's Support Center in India and with a provision of highest escalation (level 3) in India/Abroad, details of which is furnished as under :

A	<b>The OEM or OEM's Authorized Partner should have 24*7 helpdesk support setup for Auto-flip Barcode Based Passbook Printing Kiosks</b>	
Sr.No.	Complete Address details with contact Nos.	
	Name of OEM/ OEM's Authorized Partner	
1	Address	
	Email	
	Phone	
	Fax	
	Name of Head	
	Designation	
	Cell	
	No. of Team Support Members	
	Whether comply with 3 minutes Response Time?	Yes/No
	Whether comply with 15 minutes resolution time for routine issues?	Yes/No
	No. of terminals supported	

NB: Bidder may add if more than one helpdesk support.

RFP FOR PROCUREMENT OF 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT SERVICES.



<b>B</b>		<b>OEM Level three (Highest escalation) Technical Support</b>	
Sr.No.	Complete Address details with contact Nos.		
	Name of OEM		
	Address		
	Email		
	Phone		
	Fax		
	Name of Head		
1	Designation		
	Cell		
	No. of Team Support Members		
	Whether comply with 3 minutes Response Time?	Yes/No	
	Whether comply with 60 minutes resolution time?	Yes/No	
	No. of terminals supported		
NB: Bidder may add if more than one helpdesk support.			

6. 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,

[Bidder counter signature]

(Name of Manufacturer / Producers)

[Duly signed Letter on the letter head of Manufacturer countersigned by Bidder]

RFP FOR PROCUREMENT OF 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT SERVICES.



**Appendix-T**

Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017

To:

Date:

Dear Sir,

**Ref: SBI/ACV/2024-25/004 dated 05.06.2024 with Corrigendum-I dated 15.06.2024**

:-

Bidder Name:

We, \_\_\_\_\_ are a private/public limited company/LLP/Firm incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 , having its registered office at hereinafter referred to as “Bidder/Seller” which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns.

This is to certify that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that the Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and is eligible to be considered.

We also accept that if such certificate given by the Bidder if our bid is accepted and is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Signature and Seal of the Bidder

Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached



**Appendix-U**

**SECURITY CONTROLS**

In addition to the eligibility criteria defined in Appendix-B, Bidder(s) are also required to comply with the following points and submit their compliance on the same on their letter head. In case of non-compliance of any of the requirement, Bid would be rejected:

**Condition:**

Bidder/vendor shall have obligation to comply with all the recommendations/close all the vulnerabilities reported in the various security review, IS Audit, UAT etc conducted by the Bank, regulators, bank appointed third party at various stages during the contact period without any additional cost the Bank.”

The Bidder/vendor must comply with State Bank’s IS policy, Cyber Security Policy and IT Policy and regulatory requirements.

List of controls related to Information Security the Bidder/vendor is required to implement.

**CERTIFICATE OF INFORMATION SECURITY MEASURES IMPLEMENTED BY BIDDER /SERVICE PROVIDER**

Date:

M/s. \_\_\_\_\_

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S. No	IS Measures Implemented	Compliance (Yes / No)	
1	Whether the Bidder has Information security policy in place with periodic reviews?		
2	Whether the Bidder has operational processes with periodic review,	a. Business Continuity Management	
		b. Backup management	
		c. Desktop/system/server/network device hardening with baseline controls	
		d. Patch Management	
		e. Port Management Media Movement	



	including but not limited to:	f. Log Management	
		g. Personnel Security	
		h. Physical Security	
		i. Internal security assessment processes	
3	Whether a proper documented change management process has been instituted by the Bidder?		
4	Whether the Bidder has a documented policy and process of Incident management /response?		
5	Whether the bidder's environment is suitably protected from external threats by way of:	a. Firewall	
		b. WAF	
		c. IDS/IPS	
		d. AD	
		e. AV	
		f. NAC	
		g. DLP	
		h. Any other technology	
6	Whether rules are implemented on Firewalls of the bidder environment as per an approved process?		
7	Whether firewall rule position is regularly monitored for presence of any vulnerable open port or any-anyrule?		
8	Whether proper log generation, storage, management and analysis happens for the 3 <sup>rd</sup> party application?		
9	Is the bidder maintaining all logs for forensic readiness related to:	a. Web	
		b. Application	
		c. DB	
		d. Configuration	
		e. User access	
10	Whether the bidder maintains logs for privileged access to their critical systems?		
11	Whether privilege access to the bidder environment is permitted from internet?		





12	Whether the bidder has captive SOC or Managed Service SOC for monitoring their systems and operations?	
13	Whether the 3 <sup>rd</sup> party environment is segregated into militarized zone (MZ) and demilitarized zone (DMZ) separated by Firewall, where any access from an external entity is permitted through DMZ only?	
14	Whether bidder has deployed secure environments for their applications for :	a. Production
		b. Disaster recovery
		c. Testing environments
15	Whether the bidder follows the best practices of creation of separate network zones (VLAN Segments) for:	a. Web
		b. App
		c. DB
		d. Critical applications
		e. Non-Critical applications
		f. UAT
16	Whether the bidder configures access to officials based on a documented and approved Role Conflict Matrix?	
17	Whether Internet access is permitted on:	a. Internal servers
		b. Database servers
		c. Any other servers
18	Whether the bidder has deployed a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations?	
19	Whether CERT-IN Empaneled ISSPs are engaged by the bidder for ensuring security posture of their application?	
20	Whether quarterly vulnerability assessment and penetration testing is being done by the bidder for their infrastructure?	



21	Whether suitable Security Certifications (ISO, PCI-DSS etc.) of the security posture at bidder environment are in place?	
22	Whether the bidder has deployed any open source or free software in their environment?	
	If yes, whether security review has been done for such software?	
23	Bidders agrees that the data shared with them by the bank will be owned by SBI (SBI = Information Owner)	
24	Bidder agrees that permission will be taken from bank if the data is of sensitive nature?	
25	Bidder agrees that the requirement and the data fieldsto be stored by them will be approved by Information Owner	
26	Where shared, whether the bare minimum data only isbeing shared? (Please document the NEED for sharing every data field)	
27	Bidder agrees that the data shared with them will be encrypted as per industry best standards with robust key management	
28	Whether the bidder is required to store the data owned by State Bank	
29	Whether any data which is permitted to be stored by the bidder will be completely erased after processing by the bidder at their end	
30	Whether the data shared with the bidder is stored with encryption (Data at rest encryption)	
31	Whether the data storage technology (Servers /Public Cloud/ Tapes etc.) has been appropriately reviewed by IT AO	
32	Whether the bidder is required to share SBI specific data to any other party for any purpose	
33	Whether a system of obtaining approval by the bidder from the IT Application Owner is put in place before carrying out any changes	



34	Bidder agrees that it will not take any crucial decisions on behalf of SBI without written approval from IT Application Owner	
	If not, are such instances being monitored?	
35	Bidder agrees that it gives authority to Information owner to verify if the bidder has implemented efficient and sufficient preventive controls to protect SBI's interests against any damage under section 43 of IT Act.	

Signature

Seal of Company

RFP FOR PROCUREMENT OF 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT SERVICES.



**Appendix-V**

Installation Certificate of SWAYAM					
Customer Name:		Customer ID:		SWAYAM ID:	Installation Date:
<b>Bank Detail</b>					
Base Branch:			Place of Installation		
Address :			Address :		
City :			City :		
Pincode :			Pincode :		
Contact Person(Branch : Mgr/Channel Mgr)			Contact Person(Branch : Mgr/Channel Mgr)		
Contact No. :			Contact No. :		
Email ID :			Email ID :		
<b>Purchase Order / Dispatch Details</b>					
Purchase Order No. :		PO Date :		Dispatch Date:	Delivery Date:
Physical condition of machine at time of deliver:					
<input type="checkbox"/> Damaged		Good <input type="checkbox"/>		Partially	
<input type="checkbox"/> Warranty Period :		Completely <input type="checkbox"/> amaged		Item Missing	
Warranty Start Date:		Warranty Expiry Date:			
<b>Hardware Configuration</b>					
Machine Serial No.:					
Part No.	Part Description	Quantity			
<b>Software Configuration</b>					
Application		Version			
OS					
Application version					
<b>Network Configuration</b>					
Machine IP :		Gateway:			
Remote IP :		Remote Port :			

RFP FOR PROCUREMENT OF 1,000 AUTO-FLIP BARCODE BASED PASSBOOK PRINTING KIOSK WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT SERVICES.



Following keys were handed over and received by: \_\_\_\_\_ Signature :

Safe Key Received:  Yes  No

Operation Training given to: \_\_\_\_\_ Signature :

Engineer Name: \_\_\_\_\_ Signature :

Branch Manager/ Channel Manager: \_\_\_\_\_ Signature :

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**CORRIGENDUM-I DATED 15.06.2024**

<b>NO.</b>	<b>RFP Page No.</b>	<b>RFP Clause No.</b>	<b>Existing Clause as per RFP SBI/ACV/2024-25/004 dated 05.06.2024</b>	<b>Revised Clause as per Corrigendum-I dated 15.06.2024</b>
1	3	Schedule of events(6)	Last date and time for Bid submission :	<del>Up to 03.00 pm (time) on 29<sup>th</sup> June 2024</del> Up to 03.00 pm (time) on 5 <sup>th</sup> July 2024
2	3	Schedule of events(8)	date and Time of opening of Technical Bids	<del>04.00 pm on 29<sup>th</sup> June 2024</del> 04.00 pm on 5 <sup>th</sup> July 2024
3	4	Schedule of events(12)	Earnest Money Deposit	<p>The EMD for an amount of ₹ 0.92 crores in the form of a bank guarantee as per the format prescribed in Appendix R.</p> <p>The categories of sellers mentioned in clause 4. xiii (m) of "General Terms and Conditions on GeM 4.0 (Version 1.14) dt 31st Jan 2024" shall be exempted from furnishing Bid security (<del>suitable valid Certificate where applicable to be uploaded and submitted</del>).</p> <p>EMD shall be valid up to 270 days from bid submission date, to be submitted physically to DGM (I&amp;R) State Bank of India, Corporate Centre Anytime Channel Department 3rd floor, The Arcade, World Trade Centre, Cuffe Parade, Mumbai 400005.</p> <p>Subscribed EMD for RFP no. SBI/ACV/2024-25/004 dated: 5th June 2024 <del>with Corrigendum-I dated 15.06.2024</del></p> <p>issued by Scheduled commercial Bank in India other than State Bank of India drawn in favor of State Bank of India payable at Mumbai.</p> <p>Bidder should submit EMD and Tender Fee separately. EMD date should not be prior to bid Published date.</p>

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4	6	Schedule of events(18)	Important Instructions	offline documents shall reach us by <del>29<sup>th</sup> June 2024 up to 03.00 pm (time)</del> 5 <sup>th</sup> July 2024 up to 03.00 pm (time).
5	21	Bid preparation and submission	<b>10.3</b> Documents to be submitted OFFLINE <b>10.3.1.2</b> EMD Bank Guarantee as per format in <b>Appendix-R</b>	<b>10.3</b> Documents to be submitted OFFLINE <b>10.3.1.2</b> EMD Bank Guarantee as per format in <b>Appendix-R</b> or Document for EMD exception.
6	59	DEBARMENT/ BANNING	New clause added	50 (B)(ii) In case bidder withdraw or modify their bid during the period of validity, or in case of award of contract fails to sign the contract, or to submit a Performance Bank Guarantee before the deadline defined in this RFP. In that case bidder will be debarred for a period of 2 (two) years from being eligible to submit bids for future RFPs / contracts with the Bank
7	72	Appendix-A	New clause added	xvii. In case of an exemption in EMD, mentioned in categories/clauses in this RFP: “We undertake that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a security bank guarantee before the deadline defined in the RFP, we will be debarred for the period of time specified in the RFP from being eligible to submit bids for future contracts with the Bank.”
8	75	14	The Manufacturing facility of the OEM should have ISO 9001:2015 OR Equivalent international certification and BIS- IS 13252: 2010 certificate issued under compulsory registration scheme for electronic products to be used in this RFP as mentioned in Gazette notification CG-DL-E-18032021-225996 dated 18.03.2021	The Manufacturing facility of the OEM should have ISO 9001:2015 OR Equivalent <del>international</del> Indian certification and BIS- <del>IS 13252: 2010</del> certificate issued under compulsory registration scheme for electronic products to be used in this RFP as mentioned in Gazette notification CG-DL-E-18032021-225996 dated 18.03.2021 or in any order published in the official Gazette.



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9	81	Technical & Functional Specifications 5.2	The high-resolution embedded bar code scanner should be able to scan all barcodes with resolution >600 dpi	The high-resolution embedded bar code scanner should be able to scan all barcodes with resolution > $\geq$ 600 dpi
10	80	Technical & Functional Specifications 4.3	Impact Resistant :meets GB9633-1988 and UL-60950-1 steel ball test or equivalent	Impact Resistant :meets <del>GB9633-1988 and</del> UL-60950-1 steel ball test or equivalent
11	89	Appendix C2	Special Requirement: Auto restart at Mains after Low Battery or Overload, Cold start at 90% of the rated load. 8 hours battery back-up. Min VAH: 8600.	Special Requirement: <del>Auto restart at Mains after Low Battery or Overload, Cold start at 90% of the rated load.</del> 8 hours battery back-up. Min VAH: 8600.
12	89	Appendix C2-a	Microprocessor / DSP based Online UPS 2 KVA Single Phase with Isolated output,	Microprocessor / DSP based Online UPS 2 KVA Single Phase <del>with Isolated output,</del>
13	94	1.19	Development, deployment and maintenance of Software Solution with enterprise-wide license for printing of Passbook transactions / Barcode stickers. The software needs to be integrated with existing core banking system of the Bank through middleware which will be provided by Bank.	Development, deployment and maintenance of Software Solution with enterprise-wide license for printing of Passbook transactions <del>/Barcode stickers.</del> The software needs to be integrated with existing core banking system of the Bank through middleware which will be provided by Bank.
14	167	1.19	Development, deployment and maintenance of Software Solution with enterprise-wide license for printing of Passbook transactions / Barcode stickers. The software needs to be integrated with existing core banking system of the Bank through middleware which will be provided by Bank.	Development, deployment and maintenance of Software Solution with enterprise-wide license for printing of Passbook transactions <del>/Barcode stickers.</del> The software needs to be integrated with existing core banking system of the Bank through middleware which will be provided by Bank.

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**RESPONSES OF PRE-BID QUERIES**

NO.	RFP Page No.	RFP Clause No.	Existing Clause	Query/ Suggestions/Request for change	Bank's Response
1	32	20	POWERS TO VARY OR OMIT WORK:	We request bank, Even though the Bank has a right to amend/modify the work/scope, the Bank shall inform the bidder on a prior basis about such variation.	As per RFP
2	33	22	CHANGE IN ORDERS	We request bank, The change in order shall be with the mutual consent of either of the Parties.	As per RFP
3	38	29- J	In addition to the penalty on delayed supplies, Bank also reserves the right to cancel the Purchase Order and forfeit the EMD. In the event of such cancellation, the vendor is not entitled to any compensation, whatsoever.	We request bank, The Bank shall not forfeit the EMD.This will cause revenue loss to the bidder. Further we cannot agree for both penalty and the forfeiture of the EMD.	As per RFP
4	48	40	VALIDITY OF AGREEMENT: The Agreement/ SLA will be valid for the period of seven years including warranty and Comprehensive AMC with further extension up to 3 years (in one or more tranches) at the sole discretion of the Bank on revised AMC rate as per clause 19(g) of Appendix-L. The Bank reserves the right to terminate the Agreement as per the terms of RFP.	We request bank , that the right to terminate the agreement needs to be mutual and either party should be able to terminate the agreement.	As per RFP
5	51	43- C	DELAY IN SERVICE PROVIDER'S PERFORMANCE:- 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).:	We request bank, This clause should be modified to the extent that in the event of delay in service, the Bank shall have the right to terminate this RFP immediately. Any kind of penalty clause or forfeiting of EMD shall be waived off.	As per RFP

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6	54	47	<p><b>LIQUIDATED DAMAGES:</b>          If the Service Provider fails to deliver product and / or perform any or all the Services within the stipulated time, as specified in the RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP / Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost payable under the RFP / agreement (Appendix M), as liquidated damages a sum equivalent to 0.5% of the of total Project Cost by the bank for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the particular purchase order or the Agreement</p>	<p>We request bank to consider max cap of 5 % penalty of individual machine cost instead of entire project cost. This was clarified by bank's law department as well as penalty has to be curative in nature and not punitive.</p> <p><b>Changed Clause:-</b> If the Service Provider fails to deliver product and / or perform any or all the Services within the stipulated time, as specified in the RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP / Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost payable under the RFP / agreement (Appendix M), as <b>liquidated damages a sum equivalent to 0.5% of the particular machine</b> by the bank for delay of each week or part thereof maximum up to <b>5% of the particular machine</b>. Once the maximum deduction is reached, the Bank may consider termination of the particular purchase order or the Agreement.</p>	As per RFP
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7	59	51- A	<p>TERMINATION FOR DEFAULT:</p> <p>A. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:</p> <p>i. If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank.</p> <p>ii. If Service Provider fails to perform any other obligation(s) under the RFP/Agreement.</p> <p>iii. Violations of any terms and conditions stipulated in the RFP;</p> <p>iv. On happening of any termination event mentioned in the RFP/Agreement.</p> <p>v. Non-Compliance of audit irregularities/observations within 30 days.</p> <p>Prior to providing a written notice of termination to the Service Provider under clause 51 (A)(i) to 51(A) (v), the Bank 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, the Bank shall have the right to initiate action in accordance with above clause.</p>	The Bidder shall be provided with a right to terminate this agreement in the event the Bank fails to make the payment in a timely manner.	As per RFP
8	60	51- E	The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.	We request bank , This clause should be deleted as both the rights cannot be considered .	As per RFP
9	65	60. A	GENERAL INDEMNITY	The bidder shall indemnify for all direct and proven claims which have arisen due to acts or omissions of the bidder.	As per RFP

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10	66	60.B 3	General Indemnity	We suggest to add below clause: The Bank shall, while making any indemnity claim, shall provide a detailed notice of such claim together with relevant supporting documents. The Service Provider shall not be responsible under indemnity provisions in this Agreement to the extent that loss is attributable to the negligence and/or breach of this Agreement or breach of applicable Laws by the Bank or its employees or for any services that is availed by Bank outside the scope of this Agreement.	As per RFP
11	73	(Eligibility Criteria	“The Bidder should have national presence and should have experience in handling, installations, maintenance and services support of Banking Self Service Kiosks (Passbook printing/ CTS enabled Cheque Deposit Kiosks/Account opening Debit card printing kiosks) at least in 2 (Two) Nationalized Banks / Scheduled Commercial Banks. The bidder should have installed at least 3000 these Kiosks and should have the capability to install 1000 Auto-flip Barcode Based Passbook printing kiosks for which a suitable undertaking would be required to be submitted. Bidder should have experience of minimum 3 years in supply and installation Passbook printing kiosks and its Maintenance in India out of last 5 years as on 31.03.2024.	The auto flip kiosk has been procured only one Bank in the recent years though it is not reported to be working satisfactorily. The eligibility criteria needs to be relaxed to include new bidders otherwise only a couple of bidders will be there and can take the Bank for a ride when there would be competition. All the bidders who are engaged in passbook printing kiosks can provide the auto flip kiosks with minor modification in the printers, etc. Therefore, we request to change the criteria as under for wider participation :	As per RFP
12	74	(Eligibility Criteria		As stated in the above query / suggestion for eligibility criteria, we request to change the eligibility criteria suitably as under :  “Certificate from Client(s) about Original Equipment Manufacturers of Barcode Based Passbook Printing Kiosk in India with at least 3000 installations as on 31.03.2024 and a suitable self-undertaking on bidders letter head confirming that they will provide auto flip kiosks within the given timelines in the RFP.”	As per RFP

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13	75	Appendix-E - 14	The Manufacturing facility of the OEM should have ISO 9001:2015 OR Equivalent international certification and BIS- IS 13252: 2010 certificate issued under compulsory registration scheme for electronic products to be used in this RFP as mentioned in Gazette notification CG-DL-E-18032021-225996 dated 18.03.2021.	We request bank to exculude BIS certificate for Auto Flip Printer beacuse this printer is newly customized based SBI Requirment. We will able to submit the BIS for printer before pilot.	<a href="#">Corrigendum-I issued</a>
14	96	1.4	If during the period of warranty and Comprehensive AMC Contract period, an SWAYAM (AF-BBPPK) is frequently becoming out of order for technical reasons or due to machine breakdown for more than three times in a quarter, bidder to replace the SWAYAM (AF- BBPPK) with another new SWAYAM (AF-BBPPK) of same model & make with exactly same technical specifications as tested in the SBI IT Lab at no extra cost to the Bank. The selected bidder should update /supply/ install necessary changes in SWAYAM (AF- BBPPK), if any, due to regulatory compliance, the same should be available at no additional cost to the Bank irrespective whether it being minor or major modifications. All upgradations and any new type of Hardware (with associated software /drivers for that Hardware) will be done by the vendor free of cost for entire contract period under the comprehensive AMC.	We request bank, Today the bidder can't predict any change of hardware or software for future. In case if additional costs is involved for the upgradation of Hardware / Software same shall be mutually discussed by the Parties. <b>Changed clause: -</b> If during the period of warranty and Comprehensive AMC Contract period, an SWAYAM (BBPPK) is frequently becoming out of order for technical reasons or due to machine breakdown for more than three times in a quarter, bidder to replace the SWAYAM (BBPPK) with another new SWAYAM (BBPPK) of same model & make with exactly same technical specifications as tested in the SBI IT Lab at no extra cost to the Bank. The selected bidder should update /supply/ install necessary changes in SWAYAM (BBPPK), if any, due to regulatory compliance, the same should be available at no additional cost to the Bank irrespective whether it being minor or major modifications. <b>All upgradations and any new type of Hardware (with associated software /drivers for that Hardware) will be done by the vendor with mutual agreed cost with bank for entire contract period.</b>	As per RFP

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15	96	3.2	<p>Remedial hardware maintenance includes software support (and software reload, OS Reload etc.) Further, it covers, inter-alia, free provision of spares, parts, kits, software, drivers etc., as and when necessary to ensure that SWAYAMs function in a trouble-free manner. SWAYAMs Provider shall correct any faults and failures caused due to any reason, in the equipment and shall repair and replace worn out defective parts of the SWAYAMs as and when requested by the Bank. Unserviceable spares, components, devices of the SWAYAMs caused due to any reason should be replaced free of cost by SWAYAMs provider within the aforesaid resolution time (if it affects / impacts the operation of the SWAYAMs) and within two working days (if it does not impact the operation of SWAYAMs).</p>	<p>We request bank to add the exclusion points like force majeure, vandalism, fire, theft, burglary, sacking, destruction in maintenance which are beyond control of bidder.</p> <p><b>Changed clause: -</b> Remedial hardware maintenance includes software support (and software reload, OS Reload etc.) Further, it covers, inter-alia, free provision of spares, parts, kits, software, drivers etc., as and when necessary to ensure that SWAYAMs function in a trouble-free manner. SWAYAMs Provider shall correct any faults and failures caused due to any reason <b>excluding force majeure, vandalism, fire, theft, burglary, sacking, destruction in maintenance which are beyond control of bidder</b> , in the equipment and shall repair and replace worn out defective parts of the SWAYAMs as and when requested by the Bank. Unserviceable spares, components, devices of the SWAYAMs caused due to any reason should be replaced free of cost by SWAYAMs provider within the aforesaid resolution time (if it affects / impacts the operation of the SWAYAMs) and within two working days (if it does not impact the operation of SWAYAMs).</p>	As per RFP
16	100	5	<p>Project Plan, delivery and Schedule ('X' represents date of Letter of Intent, Y = X+75 days):</p>	<p>It is mentioned that "X" represents date of letter of intent and all timelines start from X. You will agree that the integration of kiosk with Bank's systems takes time and timely completion is dependent upon the Bank's IT Team, despite readiness of software team of bidder. Therefore, X should start from the date of acceptance of UAT by the Bank. Also, a timeline be fixed for Bank's IT team providing support and completing UAT in time.</p>	As per RFP



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17	102	TOTAL COST OF OWNERSHIP (TCO)	Comprehensive AMC for 6 years on Swayam (AF-BBPPK) including repair, replacements of spare parts, Consumables excluding ribbons % p.a. on amount of item (1a)	<p>The Bank has stipulated comprehensive AMC for the Kiosks for a period of six years and fixed the rate @ 10%. This needs to be relooked by the Bank. In all CMC situations, the rate is fixed minimum @ 15% and no capping is given. The Bank expects to get services for seven years in a comprehensive manner and has proposed to include everything in the CMC. This CMC rate needs to be raised to 15% minimum.</p> <p>In other tenders of the Bank for similar activities (ATMs / Recyclers / previous Swayam RFPs, etc.), the CMC rate was fixed at 15%. Accordingly, we request to increase the CMC @ 15%. Alternatively, the Bank can stipulate AMC @ 10% with all the spares as chargeable.</p> <p>In most of the Banks, CMC is stipulated as 15% and AMC is stipulated as 10%. Alternatively, the Bank can keep it open with a minimum of 12% CMC and leaving maximum to bidders to impart transparency. Needless to add that if CMC is fixed @ 10%, the cost of Kiosk will go up.</p>	As per RFP
18	102	Appendix - F	Comprehensive AMC for 6 years on Swayam (AF-BBPPK) including repair, replacements of spare parts, Consumables excluding ribbons % p.a. on amount of item (1a)	<p>We request bank to consider Increase in AMC % as this is comprehensive RFP. The Swayam machines require high maintenance.</p> <p><b>Changed Clause:</b> - Minimum 10% and Maximum 15% of 1(a)</p>	As per RFP

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19	102	Appendix F	Cost of Ribbons/Cartridge - max 1% of (1a)	Request bank to remove max cap on this line item as cartridge value cannot be linked to kiosk value.	As per RFP
20	102	1.B	Comprehensive AMC for 6 years on Swayam (AF-BBPPK) including repair, replacements of spare parts, Consumables excluding ribbons % p.a. on amount of item (1a) - max 10% of 1.a	Request bank to remove max cap or make it 15%	As per RFP
21	104	Payment Terms	100 % on installation of the machine, which has been made operational/tech live. The vendor will submit an Installation Certificate with an undertaking to dispose of existing endpoint as per e-waste policy subject to confirmation by the concerned Branch Manager/ Authorised Bank official as per the format.	Release of Payment should be linked with delivery to the extent of 70% and balance be released on installation as otherwise huge funds will get blocked in wait of payments.	As per RFP
22	108	Appendix-I	Local content certificate	We request bank to consider local content % on overall Goods procurement under the RFP. As per DPPIT Clarification local content should be on entire Goods procurement. <b>Changed clause:</b> - This is to certify that proposed procurement of Goods as per the SOW defined in the RFP for SWAYAM (AF-BBPPK) is having the local content of% and non-local/ imported content% as defined in the above- mentioned RFP and amendment thereto.	As per RFP

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23	117	vii.	Penalties for SLA uptime shall be as under 97-98% 96-97% Less than 96%	The penalties are extremely high. Penalties should be curative in nature and not punitive. 40% penalty on less than 96% uptime is not reasonable. We request the bank to change the penalty on AMC to 2x of every 1% reduction in downtime.  We request bank to cap the uptime and downtime penalty of max of 10% of AMC. Requesting for no additional penalty on top of it.	As per RFP
24	130	Appendix - M - 3	Service Level Agreement - 3.COMMENCEMENT, TERM & VALIDITY AGREEMENT	We request bank, The Agreement shall be terminated or renewed with mutual consent of the Parties unless the termination is due to breach by either Party.	As per RFP
25	134	Appendix - M - 7. 7.6	RESPONSIBILITIES OF SERVICE PROVIDER  Vendor 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.	We request bank ,that this point needs to be deleted as this is not applicable for our service as Bidder will not have access to any personal data.	As per RFP
26	145	Appendix - M - 15	FEES, TAXES DUTIES & PAYMENTS	We request bank, We intend to add below clause: In case of any delay for payment of the billed amount more than stipulated period, the interest @ 18% per annum will be levied on the outstanding amount and the Service Provider should not be held responsible or penalized for Service lapses. Further, the Service Provider shall also be entitled to suspend Services and such suspension shall not be termed as breach of the Agreement by the Service Provider.	As per RFP

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27	148	Appendix - M - 15.6. i	Payments: iThe Bank 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 the Bank against amount payable to Service provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages.	We request bank, The right to withhold payment of the bidder shall be waived off, we cannot agree for withholding of payments and any penalty shall be separately raised.	As per RFP
28	168	1.19	Development, deployment and maintenance of Software Solution with enterprise-wide license for printing of Passbook transactions / Barcode stickers. The software needs to be integrated with existing core banking system of the Bank through middleware which will be provided by Bank.	We request bank to provide the logic to create barcode.	<a href="#">Corrigendum-I issued</a>