

CORRIGENDUM- II

PROCUREMENT OF 5 LAKH PoS TERMINALS

RFP NO. SBI/GITC/MAB-IT OPS./2018/2019/533 DATED 14.11.2018

SI No	RFP Page No	RFP Clause No	Existing Clause	Amended As Under
1	69	Terminal Management para 4	Detailed analysis with regard to the type of Database (relational etc), the system benefits with regard to capacity for terminals, future growth potential should be clearly documented in this section of the response.	This clause stands withdrawn
2	117	Agreement- RECITALS (viiiid)	Integrated shield to cover Pin Pads for the desktop series of NFC terminals.	Integrated shield to cover Pin Pads will be required for PSTN, DGPRS and PGPRS terminals, except terminals without printers
3	26 & 27	28. Delivery, Installation, Commissioning & Documentation (X.d) & 29. Services: (xi)	The ownership of the software license shall be that of the Bank from the date of delivery of the same. In other words, wherever the ownership of the licenses is indicated, the name "State Bank of India" must appear to indicate that the Bank is the perpetual owner of the software/license. Evidence to this effect must be submitted before the payment can be released.	The ownership and source code of software developed specifically for SBI shall be deposited with SBI or kept under escrow arrangement. The source code and compiling processes for the solution/product should be made available to the Bank or be deposited in escrow account.As and when source code undergoes change, periodic updates should be updated to escrow account.
			The ownership of the software/firmware license and the hardware shall be that of the Bank from the date of delivery of the same to the Bank. In other words, wherever the ownership of the licenses/hardware is indicated, the name "State Bank of India" must appear to indicate that the Bank is the perpetual owner of the hardware/operating software/firmware, etc. associated with the hardware. Evidence in this regard must be submitted before the payment is released.	

4	28	30.ii Warranty and Annual Maintenance Contract	During the warranty and AMC period (if desired), the Bidder will have to undertake comprehensive support of the entire product (hardware/components/ operating software/firmware) supplied by the Bidder at no additional cost to the Bank. During the support period, the Bidder shall maintain the product (hardware/ software, etc.) to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the product (hardware/ equipment/ components/ software or any component/ part thereunder), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.	During the warranty, the Bidder will have to undertake support of the entire product (hardware/components/ operating software/firmware) supplied by the Bidder at no additional cost to the Bank. During the support period, the Bidder shall support the product (hardware/ software, etc.) to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, compliance of security requirements and transport charges from the service centre of the terminal vendor to the TSPs' designated locations, 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.
5	28	30.iii Warranty and Annual Maintenance Contract	During the support period (warranty and AMC, if desired), the vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the product and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the system as per the Bank's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash /malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of product (hardware, system software or any of its components), the Bidder shall ensure that product is made operational to the full satisfaction of the Bank within the given timelines. The selected Bidder shall provide preventive maintenance schedules as per periodicity, which shall be specified in advance.	During the support period (warranty), the vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive maintenance of the product and its components at its service/repair centre. Comprehensive maintenance shall include, among other things, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash /malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. In case of failure of product (hardware, system software or any of its components), the Bidder shall ensure that product is made operational to the full satisfaction of the Bank within the given timelines. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations whenever required.
6	29	30.ix Warranty and Annual Maintenance Contract	The Bidder shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month and festival seasons) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.	The Bidder shall be agreeable for support at their service centres during peak weeks and festival seasons. No extra charge shall be paid by the Bank for such needs, if any, during the support period.

7	33	38. Insurance (i)	Transit insurance shall be for an amount equal to 110 percent of the value of the Products from "Warehouse to final destination" on "All Risks" basis, valid for a period of one month after delivery of products at the defined destination.	Transit insurance shall be for an amount equal to 110 percent of the value of the Products from "Bidder's warehouse/site to Bank's TSP warehouse/hub" on "All Risks" basis, at the designated location/warehouse of Bank's TSP.
8	49	SCHEDULE OF EVENTS 17.Terms of payment	Payment term: Will be advised in due course.	Terms of payment: 30 days from date of delivery or submission of complete and correct invoice, whichever is later. In both cases, acknowledgement of receipt of terminals by Bank's TSP is mandatory.
9	59	Bidder's Eligibility Criteria Annx B. 4. Documents to be submitted	As proof of eligiblity bank has asked for - <i>Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.</i>	As proof of eligiblity Bank has asked for - Copy of the order and / or Certificate of completion of the work.
10	65	Annx- B1. Tentative Requirement para 3	Bank may issue Purchase Order in multiple stages/frequencies as per bank's requirement over a period of 36 Months. However, warranty of the terminal will start from the installation date of terminal.	Bank may issue Purchase Order in multiple stages/frequencies as per Bank's requirement over a period of 36 Months. However, warranty of the terminal will start from the date of delivery of the terminals at the designated locations.
11	82	Exhibit 3 - Terminal SW application	<p>"Terminal software application" is rated on following parameters –</p> <p>☐ Security offered by application system against unauthorized access. (10)</p> <p>☐ Application Manager offers real time interruption troubleshooting. (06)</p> <p>☐ Terminal application allows local and remote diagnostics. (04)</p>	<p>"Terminal software application" is rated on following parameters –</p> <p>☐ Security offered by application system against unauthorized access. (10)</p> <p>☐ Terminal application allows local and remote diagnostics. (10)</p>
12	110	Annx. L Penalties & SLA terms 7(p)	The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs.	This clause stands withdrawn
13	54	Documents to be submitted as part of Response (1)	A Demand Draft for Rs. 25 (Twenty five) lakh in favour of State Bank of India (valid for three months)	A Demand Draft/Pay Order for Rs. 25 (Twenty five) lakh in favour of State Bank of India (valid for three months) or Bank Guarantee with validity of at-least six months.
14	17	17. Evaluation of Price Bids and Finalization (vi.d)	The Bidder <u>should quote for any or all</u> the items desired in this RFP	The Bidder should quote for all the items as desired in this RFP
15	28	30. Warranty and Annual Maintenance Contract: (iv)	On site comprehensive warranty for the solution would include free replacement of spares, parts, kits, resolution of problem, if any, in solution	Comprehensive waranty for the solution would include free replacement of spares, parts, kits, resolution of problems, if any. The warranty would not include free of cost battery and adapter replacement.

16	56 & 96 & 95	INDICATIVE PRICE PROPOSAL/ INDICATIVE COMMERCIAL BID & Annexure F	Service charges shall be payable only after completion of warranty period. Service charges for Repair(in table)	Service/Repair charges shall be payable only after completion of warranty period.The Service charges/repair charges per instance shall be valid upto three years from the date of expiry of warranty on the terminal. Service charges for Repair per instance(in table)
17	73	B. Mandatory Requirements (PCI Approval)	The terminal meets the latest and future PCI mandates for PCI DSS, PCI PA DSS, PCI PTS (4.0 or above)	The terminal meets the latest and future PCI mandates for PCI PTS (4.0 or above)
18	73	B. Mandatory Requirements (Regulatory Mandates)	The terminal meets all the present and future regulatory requirements like PIN prompting, DUKPT, TLE, BIS etc.	The terminal meets all the present and future regulatory requirements like PIN prompting, UKPT/DUKPT, TLE, BIS etc. Vendor should be in a position to upgrade to DUKPT without any additional cost as and when required by the Bank.
19	65	Annexure-B1 (ii)	Europay, RuPay, AMEX, MasterCard, Visa, (EMV), JCB, Dinners compliant and also /standards mentioned by the Regulators (RBI, UIDAI, NPCI etc) should be complied with, including the Prompting of PIN, TLE and DUKPT	Europay, RuPay, AMEX, MasterCard, Visa, (EMV), JCB, Dinners compliant and also /standards mentioned by the Regulators (RBI, UIDAI, NPCI etc) should be complied with, including the Prompting of PIN, TLE and UKPT/DUKPT. Vendor should be in a position to upgrade to DUKPT without any additional cost as and when required by the Bank.
20	80	Terminal Specifications Evaluation (Memory)	Exhibit-1: Memory: Flash – 128 MB & Above; SDRAM - 128 MB & Above & Exhibit-2: Memory: SDRAM • Above 128 MB (10) • 64 MB (05) • Less than 64 MB (00)	Exhibit-1: Memory: Flash – 128 MB & Above; SDRAM - 128 MB & Above & Exhibit-2: Memory: SDRAM • Above 128 MB (10) • 64 MB & below(00)
21	108	Annx. L Penalties & SLA terms 7(b)	The VENDOR shall ensure that faults and failures intimated by Bank are set right within 5 (five) days of receiving the terminal at their repair centre. The maximum TAT (turnaround time) from the date of receipt of terminal at the repair centre <u>to delivery of terminal at the merchant location will be 10 days.</u>	The VENDOR shall ensure that faults and failures intimated by Bank are set right within 5 (five) working days of receiving the terminal at their repair centre. The maximum TAT (turnaround time) from the date of receipt of terminal at the repair centre to delivery of terminal at the designated TSP location will be 10 working days.
22	49	SCHEDULE OF EVENTS 19.Liquidated damages	Liquidated damages 1 (one) % per week or part thereof of Contract Price subject to maximum deduction of 5% or 10 % of the Contract Price for delay of each week or part thereof.	Liquidated damages 1 (one) % per week or part thereof of Purchase Order Price subject to maximum deduction of 5% of the Purchase Order Price for delay of each week or part thereof.

23	61	Annexure-B (Bidder's Eligibility Criteria) (12)	The Bidder(s) should have capabilities to supply terminals that can process all form factors of cards such viz., Mag-stripe, Chip, Contactless, RFID, Near Field Communications, Biometrics device enabled in case of future requirement, , Sound wave etc. and also the terminals offered should support all types of Credit, Debit, Pre-paid cards, etc.	The Bidder(s) should have capabilities to supply terminals that can process all form factors of cards such viz., Mag-stripe, Chip, Contactless, Near Field Communications, Biometrics device enabled in case of future requirement, , Sound wave etc. and also the terminals offered should support all types of Credit, Debit, Pre-paid cards, etc.
24	71	Terminal Software - Ownership/ IPR.	The RFP must address ownership of application software including the Intellectual Property rights of the software. Escrow arrangements may be required for the application and operating system software and proposals in this area are required.	The RFP must address ownership of application software. Escrow arrangements may be required for the application and operating system software and proposals in this area are required. The cost of escrow arrangement shall be shared equally by the Bank and the Vendor.
25	81	Exhibit 2-Terminal Specifications Evaluation. (Modem & Connectivity)	GPRS Wireless wide area GSM/GPRS on 850/900/1800/1900 MHz	GPRS Wireless wide area GSM/GPRS on 850/900/1800/1900 MHz GPRS based terminal should be minimum 3G enabled.
26	109	Annx. L Penalties & SLA terms 7(l)	Preventive maintenance: the VENDOR shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once within first 15 days of the installation once within the first 15 days of every alternate month during the currency of 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.	This clause stands removed
27	153	Service Level Agreement for Terminals, Software & Maintenance Services Clause (2)	Warranty/AMC for POS Terminal Components: Comprehensive warranty for all the POS Terminal components including free replacement of spares, parts, kits as and when necessary will be 36 months. For Annual Maintenance Contract (AMC) for subsequent two (02) years, the number of terminals to be covered under AMC will be decided by the Bank at its sole discretion. Warranty period will start two months from the date of invoice.	Warranty for POS Terminal Components: Comprehensive warranty for all the POS Terminal components including free replacement of spares, parts, kits as and when necessary will be 36 months. The warranty would not include free of cost battery and adapter replacement. The warranty in respect of each terminal will start from the date of delivery of the terminal.

28	47 & 94	SCHEDULE OF EVENTS (1.) Remarks & B. The facilitation process to respond to RFP (4)	e-mail dgmit.mabpos@sbi.co.in	e-mail dgmit.mabops@sbi.co.in
29	29	30.Warranty and Annual Maintenance Contract vi	Support (Warranty/ AMC, if opted) would be on-site and comprehensive in nature and must have back to back support from the OEM/Service Provider	Support(Warranty) would be at service/repair centre of the vendor and comprehensive in nature and must have back to back support from the OEM/Service Provider
30	107 & 133	ANNEXURE-L (Penalties & SLA terms) (1) & 10. PERFORMANCE GUARANTEE & PENALTY (10.7)	Delivery of all equipment should be within 15 days from date of placing of order. In the event of the any or all equipment(s) not being delivered, within a period of 15 days from date of Purchase Order, a penalty of one (1) percent of the total cost of equipments for each week or part thereof of the delay, subject to maximum amount of ten (10) percent of the total cost of equipments will be charged to vendor. In case of the delivery of first lot of terminals a delivery period of 45 days from the date of placing of order shall be permitted. The Penalty as applicable in such case shall be applicable after 45 days, if delivery is not made. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware	Delivery of all equipment should be within 15 days from date of placing of order. In the event of any or all equipment(s) not being delivered, within a period of 15 days from date of Purchase Order, a penalty of one (1) percent of the total cost of equipments for each week or part thereof of the delay, subject to maximum amount of ten (10) percent of the total cost of equipments will be charged to vendor. In case of the delivery of first lot of terminals a delivery period of 45 days from the date of placing of order shall be permitted. The Penalty as applicable in such case shall be applicable after 45 days, if delivery is not made. This amount of penalty so calculated shall be deducted at the time of making final payment of invoices.
31	107 & 133	ANNEXURE-L (Penalties & SLA terms) (3) & 10. PERFORMANCE GUARANTEE & PENALTY (10.9)	Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 36 months from date of installation or 39 months from date of delivery, whichever is earlier.	Comprehensive warranty for all the hardware components including free replacement of spares, parts, kits, as and when necessary, will be 36 months from date of delivery.

32	107 & 134	ANNEXURE-L (Penalties & SLA terms) (6) & 10. PERFORMANCE GUARANTEE & PENALTY (10.12)	On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of three years from the date of 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 these software & operating system will be installed. The Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport	Comprehensive warranty: The warranty would be at service/repair centre of the vendor and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of three years from the date of 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 these software & operating system will be installed. The Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport. After repair of the terminal, the cost of transport from the service centre to the TSPs' designated locations shall have to be borne by the vendor. Cost of repair for terminal worn out due to merchant mis-handling would not be paid by the bidder.
33	7, 24, 25, 35, 51, 106, 107, 133, 97, 98	3. Definitions(xi), clause 28(heading) and 28(ii), 28(viii), Clause 42(i), Annexure A(3), ANNEXURE-K(6d), ANNEXURE-L(1) 10. PERFORMANCE GUARANTEE & PENALTY (10.7) Annexure-G(para 1,4) ANNEXURE- H(para 4)	installation, commissioning	These words stands deleted
34	36	43 Vendor's obligations (ii)	The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done.	The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the designated location/warehouse of Bank's TSP.
35	65 & 88	Annexure-B1 (para 3), & 4C Others(1)	warranty of the terminal will start from the installation date of terminal.	warranty of the terminal will start from the date of delivery of terminal to the designated location/warehouse of Bank's TSP.
36	153	Service Level Agreement for Terminals, Software & Maintenance Services (5)	for a period of 36 months from date of Invoice	for a period of 36 months from date of delivery

37	20	19.Award Criteria (xiii)	Bank will notify successful Bidder (L1) in writing by letter or fax/email that its Bid has been accepted.	Bank will notify successful Bidder(s) (L1/L2/L3) in writing by letter or fax/email that its Bid has been accepted.
38	21	19.Award Criteria (xxiv)	The Bank shall exercise the option of procuring POS terminals from other selected bidders in the event of performance of any of short listed bidders	The Bank shall exercise the option of procuring POS terminals from other selected bidders in the event of performance of any of short listed bidders is not satisfactory as per terms & conditions of the RFP
39	26	28.Delivery, Installation, Commissioning & Documentation (ix)	In addition to the penalty on delayed supplies, Bank also reserves the right to cancel the Purchase Order and forfeit the EMD.	In addition to the penalty on delayed supplies, Bank also reserves the right to cancel the Purchase Order and forfeit the EMD/PBG.
40	141	14. FEES, TAXES DUTIES & PAYMENTS (14.2)	All other taxes including service tax, duties and other charges which may levied shall be borne by the Service Provider and the Bank shall not be liable for the same.	Other than GST, all other taxes including service tax, duties and other charges which may levied shall be borne by the Service Provider and the Bank shall not be liable for the same.
41	19	19. Award Criteria (xii)	<p>Allocation between L1, L2 and L3 will be in the ratio of 50:30:20 respectively based on the Total Cost of Ownership quoted in the Reverse Auction, provided L2 matches not only Reverse Auction price of L1 but also matches the L1 prices worked out after reverse auction in respect of line items of the Indicative Commercial Bid.</p> <p>If L2 refuse, then the offer will be made to L3 and so on.</p> <p>In the event L2/L3 and so on, are not willing to take, entire procurement will be awarded to L1.</p>	<p>Allocation between L1, L2 and L3 will be in the ratio of 50:30:20 respectively, provided L2 and/or L3 and so on... match Reverse Auction price of L1. The service charges would be 4% of the price discovered or the quoted price in Indicative Commercial bid of the bidder, whichever is lower.</p> <p>If L2, L3... refuses, then the offer will be made to L3, L4.... and so on.</p> <p>In the event L2 and / or L3 and so on, are not willing to match the L1 price, entire procurement for that particular type of terminal would be awarded to L1. In case there are only L1 and L2, the ratio of procurement would be 65:35.</p> <p>There could be scenario wherein one bidder becomes L1 in one category, L3 in another and does not match the price of L1 in remaining categories. In such cases, category wise L1, L2 and L3 vendors will be identified.</p>