

Pre bid Queries response: RFP for End-to End Solutions to Merchant Acquiring Business through supply, installation, maintenance and management of QR Codes, Sound box at merchant establishments on OPEX model.

<u>Sr. No.</u>	<u>RFP Page No</u>	<u>RFP Clause Name & No</u>	<u>RFP Clause</u>	<u>Bidder's Query / Suggestion / Remark</u>	<u>Bank's response</u>
1.			RFP cost and Earnest Money Deposit: MSE and Registered Startup India bidder are exempted from payment of cost of RFP and EMD if bidder can furnish requisite proof subject to the satisfaction of Bank. This exemption is not applicable for traders, sole agents, distributors etc. Start-up bidder recognized by Department of Industrial Policy and Promotion (DIPP) is also exempted from payment of cost of RFP.	We are registered MSME-Medium hence requesting exemption for Bid fees and EMD	Please be guided as per RFP
2.				Relaxation in minimum requirement of QR to 1,00,000 and Soundbox to 1,500 considering MSME-Medium."	Please guided as per RFP
3.	13, 67	Scope of Work - Clause 2 & Proforma for Commercial Offer - Table - B	Clause 2 & Table B	Please clarify the quantity required. Under Scope of Work its mentioned as 45,000 nos whereas under Table B, its mentioned as 90,000 nos. Which figure should be taken for calculation.	90000 is for 2 years
4.	9,10	General Tender Details - Earnest Money Deposit	Point 13	We request if this exemption is extended to MSME also who are not the OEM of the product but are engaged as service provider to the banks.	Please guided as per RFP

5.	23	Instruction to Bidder - Bid Earnest Money	Point 10	We request if this exemption is extended to MSME also who are not the OEM of the product but are service provider to the banks.	Please guided as per RFP
6.	14	Scope Of Work - Point VIII	Point VIII	Can the Support Help Desk and Dedicated Call centre be located outside Delhi NCR	as per RFP its is preferably in Delhi only
7.	14	Scope Of Work - Point X	Point X	how mobile based applicable be on voiced based , there is always a statement of trx which is generated for merchants for reference .,Pls clarify	Be guided as per RFP.
8.	14	Scope Of Work - Point XVII	Point XVII	Please clarify the point on settlement	Settlement is payout to merchants / reconciliation
9.	16	Scope Of Work	Point 19	Is IVR System necessary/mandatory	yes, your understanding is correct.
10.	19	Scope Of Work	Point 46	Please clarify on this point.	Be guided as per RFP.
11.				Please clarify if Bank has UPI switch	yes, Bank has UPI switch.
12.	12	2. PURPOSE OF THE PROJECT	Bank will enter into a Rate Contract for a period of 02 (two) years from the go live date. which may further be extended for two terms of one year each based on the satisfactory performance of bidder and at Bank's sole discretion on same rates & terms	Any decision of the Bank to extend the term of the contract shall be as mutually agreed by the Parties	Be guided as per RFP

			and conditions. Go live date will be the date by which complete implementation of deliverables i.e generation, transaction, sound notification , reconciliation of QR code etc.		
13.	13	3.ii. SCOPE OF WORK:	QR Code Infrastructure of Bidder should be compliant to PCI-DSS/ PA-DSS standards or equivalent Indian standard. The Bidder has to upgrade its infrastructure deployed for QR codes based on the new Regulatory guidelines introduced by GOI or any regulatory body such as NPCI, RBI etc. with no extra cost to the bank.	Any regulatory requirement to be adhered by the Bank, and any upgradation required for the same by the Service Provider shall be on costs as mutually accepted by the parties	Please refer corrigendum
14.	14	Scope of Work (v)	The QR Code should be connected to the Bidder's partner switch / Bidder's own switch directly for routing/accounting of transactions and then to the VISA/MasterCard/ RUPAY/any other (AMEX if desired by the Bank) for QR (Credit Card, Debit Card & UPI) OFF-US Transactions and to Bank's Switch for ON-US Transactions.	Please Clarify if Bank wants to use Bidders UPI switch in-place of Mindgate	Please refer corrigendum
15.	14	3.x. SCOPE OF WORK:	To provide complete transaction details, statement, disputes details etc. in the QR application app. The QR application should also have the capabilities to provide voice transaction notification through mobile device itself on real time at no extra cost to the bank.	Cost depends on complexity of development would request bank the cost shall be mutually accepted by the parties	Please Be guided as per RFP

16.	14	Scope of Work (xi)	Bidder to provide risk underwriting mechanism for QR Merchants as per regulatory guidelines	Please clarify if Bank expects Bidder to do risk underwriting for Merchant or just provide system to enable Bank to do the same	We clarify that bidder has to undertake risk underwriting
17.	14	Scope of Work (xiii)	Bidder to provide generic /Non personalized QR codes.	Please clarify if QR is UPI QR or Bharat QR	we clarify that bidder has to provide BHIM QR and Bharat QR both.
18.	15	3.4. SCOPE OF WORK:	The service provider should provide Value Added Services through QR codes and any other new feature which may come in use in future at no extra cost to Bank.	Any new modifications/features shall be on the costs as mutually accepted by the Parties	Please refer corrigendum
19.	15	3.8. SCOPE OF WORK:	To develop proper set up of Merchants (QR, other acceptance solutions emerging from time to time), commercial terms, commercial arrangement, correct MCC & business type, type of terminals/acceptance solution, other details related to merchants etc. in merchant management Software as per instructions from Bank, without any extra cost to Bank	Any new developments/features shall be on the costs as mutually accepted by the Parties	Please Be guided as per RFP
20.	15	3.9. SCOPE OF WORK:	To develop, customize and periodical upgradation of QR application software, from time to time, as per requirement of the Bank and in compliance to the guidelines issued by the Government of India, Regulatory authorities viz. RBI, DFS, MEITY, etc. and	Any regulatory requirement to be adhered by the Bank, and any upgradation required for the same by the Service Provider shall be on costs as mutually accepted by the parties	Please Be guided as per RFP

			Scheme Fees viz. VISA/MasterCard/RUPAY etc., without any extra cost to Bank .		
21.	16	3.16. SCOPE OF WORK:	Certification of acquiring host by Schemes MasterCard, Visa, Rupay, AMEX, BBPS, other schemes etc. Bank will assist and acquire the BIN , any other cost such as certification etc will be borne by the Bidder.	Costs to be as borne mutually by the Parties	Please Be guided as per RFP
22.	17	Standard Services (25)	Bidder is required to bear entire Fraud & Risk Liability and also to provide effective Fraud & Risk management services. Addressing of charge backs, if any arises, will be to the account of the Bidder and all other issues like collection of charge slips, making representation etc. shall also be managed by the Bidder	Request Bank to ammend clause to ensure liability is borne on mutually agreeable terms depending on nature of Fraud	Please Be guided as per RFP
23.	17	3.36. SCOPE OF WORK:	Bidder will be responsible and will facilitate the Audit and DR-Drill activities on quarterly basis, as per requirement of the Regulatory Authorities/Bank, at no extra cost to the Bank.	Any Bank mandated audit shall be on costs as mutually accepted by the Parties.	Please Be guided as per RFP
24.	18	Standard Services (45)	VPA of QR codes to be registered with NPCI at the time of generation. Bidder should be able to provide customized VPA at the Banks request	Does Bank need UPI switch from Bidder	please refer corrigendum
25.	18	Standard Services (46)	Sending In-App and SMS notifications to merchant in case of QR Transactions, without any extra cost to the Bank.	Can Bank ammend clause to include In-App or SMS notification	Please Be guided as per RFP
26.	18	3.43. SCOPE OF WORK:	Development, maintenance, customization, integration with other apps and periodical up-gradation of QR merchant application software, at no extra cost to the Bank.	Any costs for upgradation shall be on costs as mutually accepted by the Parties.	Please Be guided as per RFP

27.	19	Standard Services (48)	Effective inventory management of QR Codes by using related analytical tools, provision of Dash Board showing active and inactive QR Codes at real time	Define inactive criteria for QR code	please refer corrigendum
28.	19	Standard Services (50)	Financial liability, if any, arising on account of charge back shall be borne by the Bidder, all other activities required to be done in case of charge backs shall also be taken care of by the Bidder. Bidder shall be responsible for conducting activities like charge back management, representment, retrieval, file uploads and download	Request Bank to ammend clause to ensure liability is borne on mutually agreeable terms depending on nature of Fraud	As per RFP
29.	20	3.50. (Xiii) SCOPE OF WORK:	Be fully compliant to directives of various regulatory Authorities viz. Department of Financial Services, Ministry of Finance/ RBI/ IBA/RUPAY//MEITY/BCA and our Bank, etc. and, also upgradable to all future directives of such bodies, at no extra cost to the Bank.	Any costs for upgradation shall be on costs as mutually accepted by the Parties.	please be guided as per RFP.
30.	21	Standard Services (50)	The bidder is required to place 1 (one) dedicated Relationship/Project Manager and 1 (one) dedicated Technical Manager at Bank's Corporate Office, New Delhi, without any extra cost to the Bank. They should have relevant qualifications & experience of handling large projects, preferably related to merchant acquiring business. Further, The Bidder is required to map personnel at stations where PNB is having Zonal offices for Project Management/Relationship	Request Bank to clarify if only two dedicated people required and rest can be managed with Bidders internal workforce. That is whether mapped employees can work from Bidder operated locations (other than Technical and Project Mgr)	please be guided as per RFP.

			management/Sales and marketing of QR codes / Soundbox, without any extra cost to the Bank. Currently, our bank has 22 Zones. Roles of mapped resources shall be as under:		
31.	34	34. FORCE MAJEURE	Provided further that in case of delay of Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the Agreement and the Bank shall have the right to terminate this Agreement without giving any further notice to the Vendor. Bank reserves the right to assign the work to other Vendor without any consequences and claims	Once Force Majeure is invoked, the Bank and the Service Provider shall mutually agree to terminate the agreement upon the non performance of the Services by the Service Provider	please be guided as per RFP.
32.	35	36. USE OF NAME/LOGO OF THE BANK	Vendor shall not use for publicity, promotion, or otherwise, any logo, name, trade name, service mark, or trademark or any simulation, abbreviation, or adaptation of the same of the Punjab National Bank or any of its affiliate, or the name of any bank's employee or agent, without bank's prior, written, express consent. The bank may withhold such consent, in case so granted by it, in its absolute discretion.	Once the Bank allows the Name/Logo of the Bank to be used for publicity and/or promotional purpose, any withdrawal of the consent shall only be done after prior written intimation to the Service Provider alongwith providing reasons for the same.	please be guided as per RFP.
33.	36	40. NON-SOLICITATION	The Vendor shall not hire employees of the Bank or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees or ex-employees of the Bank directly involved in this Agreement, during the term of this Agreement and one	Clause to be made mutual	please be guided as per RFP.

			(1) year thereafter, except as the parties may agree on a case-by-case basis.		
34.	36	41	Vendor recognizes the right of Government of India, Reserve Bank of India (RBI) and/or any regulatory authority to cause an inspection to be made of Vendor/Service Provider and its books and accounts by one or more of its officers or employees or other designated person. One week's prior intimation shall be shared with Vendor, regarding the audit so as to notify the Bank of any potential conflict of interest.	This will be limited to scope of work agreed for this project.	please be guided as per RFP.
35.	38	2. DURATION OF CONTRACT	Bank will enter into a Rate Contract for a period of 02 (two) years from the go live date, which may further be extended for two terms of one year each based on the satisfactory performance of bidder and at Bank's sole discretion at the same rates and terms & conditions.	Any decision of the Bank to extend the term of the contract shall be as mutually agreed by the Parties	please be guided as per RFP.
36.	38	3. PERFORMANCE BANK GUARANTEE	The successful bidder will have to submit Performance Bank Guarantee amounting to 5 % of the Contract value awarded to the bidder, within one week from signing of SLA & initially valid for a period of 30 months with claim period of another 6 months	Performance Bank Guarantee to be made as 3% of the Contract value	please be guided as per RFP.
37.	39	5. DELIVERY & INSTALLATION	The Bank reserves the right to cancel the order in case complete delivery is not affected within the stipulated time.	However, the Bank to provide prior intimation to the Service Provider before undertaking such decision to cancel the order	please be guided as per RFP.
38.	44	10. MAINTENANCE CONTRACT	All engineering changes generally adopted hereafter by the VENDOR for equipment similar to that covered by this AGREEMENT,	Any costs for engineering shall be based on the costs as mutually agreed by the Parties	please refer corrigendum

			shall be made to the equipment at no cost to the bank.		
39.	44	10. MAINTENANCE CONTRACT	The bank shall not pay service charge if the device is to be repaired within a period of 90 days from the date of last repairs. Such cost shall have to be borne by the vendor.	Not be applicable in case the of mishandling by the bank customer/merchant	please refer corrigendum
40.	44	11. UPGRADES AND UPDATES	The successful bidder shall be required to provide all future firmware and patches updates and upgrades for the proposed product, free of cost during contract period.	Any costs for upgradation shall be on costs as mutually accepted by the Parties.	please be guided as per RFP.
41.	45	15. INFORMATION SECURITY	Successful Bidder upon selection will comply with all the present and future provisions of the Information Security Policy/Guidelines of RBI, Respective Govt. Agencies and the Bank and provide such regulatory requirements at no additional cost to Bank during the Warranty/AMC/ATS period.	Any regulatory requirement to be adhered by te Bank, and any upgradation required for the same by the Service Provider shall be on costs as mutually accepted by the parties	please refer corrigendum
42.	46	20. TERMINATION OF AGREEMENT	Change in Bank Policy	Change in Bank policy cannot be a reason to terminate the agreement, if all other conditions are met by the Service Provider. Bank to elaborate on this clause	Please be guided as per RFP
43.	47	20. 4. TERMINATION OF AGREEMENT	Immediately upon the date of expiry or Termination of this Agreement, Bank shall have no further obligation to pay any amount for any periods commencing on or after such date	However, Bank shall make payments for the Services undertaken by the SP before the termination and any other ancillary Services which they might still be servicing post termination of the Contract.	Please be guided as per RFP
44.	55	Eligibility Criteria	The Bidder Should be in the business of managing QR codes and have supplied and managed minimum 300000 QR code scanners and 10000 Sound boxes in any	Request Bank to amend the clause to 300000 QR codes or 50,000 soundboxes	Please be guided as per RFP

			Nationalized Bank/ Scheduled Commercial Bank/RRBs/Subsidiaries of Scheduled commercial banks during the last 3 years under OPEX model.		
45.	69	Annexure XII	Commercial Bid	Request Bank to modify Table A to reflect recurring pricing line to service recurring items (like messaging service, MIS reports etc.) so that Bidder can cover costs and provide required Service level	Please be guided as per RFP
46.	9	DEADLINE FOR SUBMISSION OF BID	Time for submission of technical supporting document (Hard Copy)	We request the bank to extend the due date by 10-12 working days after receiving the response to pre-bid queries, so that the Bidders have enough time to respond to modifications in RFP clauses, if any.	Be guided as per information published on bank's portal.
47.	12	Purpose of the project / 2 para 3	Bidder shall migrate all existing QR merchants from the existing service provider to its own set-up	Please clarify will the migration involve generation of new QR code to the existing QR merchants and deployment at existing merchant locations. Will the migration of existing approximately 1300 Sound box under the scope of this RFP?	Please refer Corrigendum
48.	12	Purpose of the project / 2 para 3	on-board new merchants on acquiring platform by procurement of KYC along with application form and other documents	Please clarify whether physical or digital documents to be procured for merchant KYC along with application form and other documents. Kindly also provide process of document submission to Bank.	Please be guided as per RFP
49.	12	Purpose of the project / 2 para 4	The infrastructure/Software/Application developed as part of the agreement can be put to use in all offices of Punjab National Bank including its Subsidiaries, Foreign Offices and Regional Rural Banks sponsored by the Bank at no cost to the Bank.	The infrastructure for hosting the solution will be provided by Bank or Bidder	we clarify that bidder will provide infrastructure for hosting the solution

50.	13	Scope of work -1	The Bank is inviting offers from Bidders, capable and experienced in providing End-to-End Solutions for Merchant acquiring business through QR Code by deploying QR Code (sticker/standee/Sound box) capable of accepting payments through Card/UPI, at their own cost at various Merchant locations on PAN India basis and to provide back-end services on monthly charges wherever the QR codes are provided by the bank.	What all backend service banks to enable for merchant ? Does AePS and other is also part of scope ?	Please be guided as per RFP
51.	14	Scope of Work	Bidder to provide risk underwriting mechanism for QR Merchants as per regulatory guidelines.	As per the new guidelines from RBI, payment aggregators need to conduct CPV (Contact Point Verification) of the merchant. Can the bank confirm that this responsibility will also be on the bidder?	yes, your understanding is correct.
52.	14	Scope of Work	The QR Code should be connected to the Bidder's partner switch / Bidder's own switch directly for routing/accounting of transactions and then to the VISA/MasterCard/ RUPAY/any other (AMEX if desired by the Bank) for QR (Credit Card, Debit Card & UPI) OFF-US Transactions and to Bank's Switch for ON-US Transactions.	Are there any specific environmental or operating conditions that the QR Codes and Soundboxes must withstand?	Please refer Corrigendum
53.	14	Scope of work-4	Bidder to ensure that the new Machines/latest model of QR codes & Sound Box to be deployed under the Contract are fully compliant with industry standard	Can you please specify the Machines? Does its include POS ?	Please refer Corrigendum

			specifications and incorporating latest features/software updates		
54.	14	Scope of work 5	v.The QR Code should be connected to the Bidder's partner switch / Bidder's own switch directly for routing/accounting of transactions and then to the VISA/MasterCard/ RUPAY/any other (AMEX if desired by the Bank) for QR (Credit Card, Debit Card & UPI) OFF-US Transactions and to Bank's Switch for ON-US Transactions.	Can you please provide the relaxation to connect the system with Bank Switch for VISA/master/Rupa and any other?	please refer corrigendum
55.	14	Scope of work 8	vii. Bidder should have the capability to generate and install QR Code along with sticker/standee/Sound box, Merchant Management and Training, while the Bank will provide the Lead and necessary assistance in sourcing the Merchants.	Does QR sticker, standee and Soundbox is require by all the merchant ?	Depends upon requirement of merchants
56.	14	Scope of Work / 4.xi	Bidder to provide risk underwriting mechanism for QR Merchants as per regulatory guidelines.	Please provide further details and parameters	Please be guided as per RFP.
57.	14	Scope of Work / 4.xi	Bidder to provide dynamic QR codes for utility bills which includes integration with merchant	Please provide further details on what type of integration required under this clause	Please be guided as per RFP.
58.	15	Scope of Work / 4.xi	Hosting of Merchant Management System (MMS) & it's hardware in a secured environment. If it is outsourced, the security and data integrity to be ensured and it would be the responsibility of Bidder.	Are there any specific environmental or operating conditions that the QR Codes and Soundboxes must withstand?	Please be guided as per RFP.
59.	15	scope of work 10	Geo-tagging feature must be available for all terminals to track using latitude and longitude.	Does Geotagging provided by the bank ?	We clarify that, Bidder has to provide

					geotagging service.
60.	16	Scope of work 15	Integration with Banks systems , PSP , Core Banking etc at no extra cost to the Bank.	What all intergatetion details API format for intergation ? Kindly specify all the intergation node to which system needs to intergate ? Our Assumption is intergation is iso8583 and API/XML interface. Please specify.	Please be guided as per RFP.
61.	19	Scope of work 46	e) Integration with switch/system acquired by us/to be acquired in future, without any extra cost to the Bank	what all the switch the system need to intergate,what is the plan for the bank for next 2 year for any new swtich ? This clarity will help us to estimate the project. Kindly clarify.	Please be guided as per RFP.
62.	20	50. The Bidder shall comply with the following	viii) Bidder should provide the requisite IT infrastructure(s) such as Portal or Merchant application for proper processing or generation of QR Codes.	We request bank to provide the virtual servers (for backend processing) in there data center to install the application.	We clarify that bidder should have the complete infrastructure at their end such as servers, premises etc in order to run the project to meet desired uptime.
63.	41	Penalty Clause	-	Requesting bank to add a cap on the penalties that can be imposed on the bidder for non-compliance?	please refer corrigendum
64.	45	ELIGIBILITY CRITERIA OF THE BIDDER	The Bidder Should be in the business of managing QR codes and have supplied and managed minimum 300000 QR code scanners and 10000 Sound boxes in any Nationalized Bank/ Scheduled Commercial	We request bank to modify supplying sound boxes to the bank, and relax this clause to "The Bidder Should be in the business of managing QR codes and have supplied and	Please be guided as per RFP.

			Bank/RRBs/Subsidiaries of Scheduled commercial banks during the last 3 years under OPEX model	managed minimum 300000 QR code scanners OR 10000 Sound boxes or in any Nationalized Bank/ Scheduled Commercial Bank/RRBs/Subsidiaries of Scheduled commercial banks during the last 3 years under OPEX model."	
65.	45	ELIGIBILITY CRITERIA OF THE BIDDER	The Bidder Should be in the business of managing QR codes and have supplied and managed minimum 300000 QR code scanners and 10000 Sound boxes in any Nationalized Bank/ Scheduled Commercial Bank/RRBs/Subsidiaries of Scheduled commercial banks during the last 3 years under OPEX model	We hereby request that kindly accept all the supporting documents submitted by any either of party Bidder or Partner of the Bidder	Please refer corrigendum
66.	54	ELIGIBILITY CRITERIA OF THE BIDDER	The Bidder should have done certification from Master, Visa and NPCI for any Nationalized Bank/ Scheduled Commercial Bank/RRBs/Subsidiaries of Scheduled commercial banks.	Requesting bank to remove this clause. Can you please provide the relaxation to connect the system with Bank Swtich for VISA/master/Rupa and any other ?	Please be guided as per RFP.
67.	54	General Query	-	We hereby request that kindly accept all the supporting documents related to the preliminary evaluation, Technical evalution etc. submitted by any either of party, Bidder/ Partner of Bidder/ fully-owned subcdiary or OEM Manufacture, any one of the Consortium bidder	Please be guided as per RFP.
68.	65	ANNEXURE-XI MINIMUM TECHNICAL CUM FUNCTIONAL	3.Speaker: Volume >- 110 DB	As 100DB is the standard specification, We request you to modify the specification as Volume >=100 DB & Which is a minor modification which will not affect the performance.	please refer corrigendum

		SPECIFICATIONS FOR SOUND BOX			
69.	66	ANNEXURE-XI MINIMUM TECHNICAL CUM FUNCTIONAL SPECIFICATIONS FOR SOUND BOX	8. Certifications: SRRC , CTA ,CCC,CE or relevant Indian standards set by Bureau of Indian Standards (BIS) and provide the certificate	We request you to remove the SRRC, CTA, CCC, CE certifications as these all certifications are not required in India & only Bureau of Indian Standards (BIS) mandatory & we request you to consider the same.	Please be guided as per RFP.
70.	16	Scope of Work	19.Dedicated Merchant Help Desk support through Call Center is to be provided by the Bidder during peak business hours of 7.00 A.M. to 11.00 PM by deputing sufficient Customer Care Executive with wait time not exceeding 2 minutes. Besides, the Bidder to make the IVRS services available on 24x7 basis for addressing concerns/complaints of merchants, without any extra cost to Bank.	Request Bank to allow service support/merchant helpdesk support (9.30AM to 10PM) which is more than 12 hours.	Please refer corrigendum
71.	71	23	10.BID Earnest Deposit	Bidder has to submit the Earnest Money Deposit (EMD) of Rs. 1.35 Crore/- (Rupees One Crore Forty-Two Lakhs Only) (Registered MSE and Start-up India bidder who are manufacturer of the products are exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of Bank), which should be submitted in the form of online deposit or Bank Guarantee (BG) favoring PUNJAB NATIONAL BANK, IT DIVISION New Delhi and filling all the details as per specified Annexure-XIV. The BG should have a validity of atleast 6 months with a claim period of	Please be guided as per RFP.

				another 3 months. In case of extension of Bid validity period, the BG shall have to be extended to ensure that the BG is valid till atleast the date of expiry of Bid validity. The BG should be submitted at the time of bid submission. Registered MSE bidder is exempted from payment of EMD if bidder can furnish requisite proof subjected to the satisfaction of the Bank. This exemption is not applicable for traders, sole agents, distributors etc. Start-up bidder recognized by Department of Industrial Policy and Promotion (DIPP) is also exempted from payment of Earnest Money Deposit.	
72.	46	Point 19. INDEMNITY	As mentioned in the Clause	This clause should be made mutual for both parties, as payswiff will incur loss due to breach of provisions of the agreement by the bank.	Please be guided as per RFP.
73.	46	Point 20. TERMINATION OF AGREEMENT	2. Notwithstanding anything contained in this Agreement, Bank shall be at the liberty to terminate this Agreement at any time by sending a 30 days -notice period to the Vendor without bearing any consequences	As per this clause only the Bank has right to terminate the agreement without assigning any cause. We also require right for termination similar to this clause.	Please be guided as per RFP.
74.	49	Point 28. DISPUTE RESOLUTION / ARBITRATION	If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, the matter may be referred to a sole arbitrator nominated by the Bank and the award made in pursuance thereof shall be binding on the parties.	The appointment of sole arbitrator as suggested under point 28 is not valid and contradicts the views of the Hon'ble Supreme court in Perkin's case. Hence the clause requires an amendment and arbitrator shall be appointment mutually by both the parties and incase the appointment is not agreed by either party, then each party shall appoint an	Please refer Corrigendum

				arbitrator and the two arbitrators together appoint a third arbitrator, who shall act as presiding arbitrator. Otherwise the arbitrator can also be appointed through an institutionalised arbitration.	
75.	51	Point 34. LIMITATION OF LIABILITY	In the following circumstances limitation of liability shall not apply and the Vendor shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the bank	This clause should be made mutual for both parties. Request to fix a maximum cap without any exceptions.	Please be guided as per RFP.
76.	55	Eligibility Criteria	The Bidder Should be in the business of managing QR codes and have supplied and managed minimum 300000 QR code scanners and 10000 Sound boxes to at least one Nationalized Bank/ Scheduled Commercial Bank during the last 3 years under OPEX model.	Request bank to decrease the Qr Code scanners to 1,00,000 QRcodes in last three years	Please be guided as per RFP.
77.	55	Eligibility Criteria	Bidder to submit documentary evidence such as performance certificates/letters from clients as per Annexure VI along with purchase orders from clients to establish bidder's required experience.	Request bank to accept self-declaration/Contracts as partner banks are not willing to share experience certificates on their letter head for bid submission.	Please refer corrigendum
78.	92	Section 10- Other provisions	1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the "Place of award of work".	When work is allotted at multiple branches of the Bank, as per this clause, multiple courts will have jurisdiction. It is recommend to have an exclusive court jurisdiction	Please be guided as per RFP.
79.	83	10) Arbitration & Governing Law	For the purpose of appointing the sole Arbitrator referred to above, the Bank will send within thirty (30) days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently	The appointment of sole arbitrator as suggested under clause is not valid and contradicts the views of the Hon'ble Supreme court in Perkin's case. Hence the clause requires an amendment and arbitrator shall	Please refer Corrigendum

			unconnected with the organization for which the work is executed.	be appointment mutually by both the parties and incase the appointment is not agreed by either party, then each party shall appoint an arbitrator and the two arbitrators together appoint a third arbitrator, who shall act as presiding arbitrator. Otherwise the arbitrator can also be appointed through an institutionalised arbitration.	
80.		General query		Request bank to provide an extension for bid submission for atleast 2 weeks after the pre-bid response for sufficient time for preparation	Please be advised as per information published on bank's portal.
81.	12	2. Purpose Of The Project	Bidder shall migrate all existing QR merchants from the existing service provider to its own set-up and also on-board new merchants on acquiring platform by procurement of KYC along with application form and other documents.	Since clause 25 on page 17 requires bidder to bear full liability of Fraud & Risk, does the bidder have an option to reject onboarding of existing QR merchants if they do not fall within the risk appetite of the bidder?	please refer corrigendum
82.	14	3. Scope of Work point no 4	Bidder to ensure that the new Machines/latest model of QR codes & Sound Box to be deployed under the Contract are fully compliant with industry standard specifications and incorporating latest features/software updates	Since bank is asking to deploy new terminals ,then support from bank should be given for terminal recovery or WDV recovery?	Please be guided as per RFP.
83.	14	3. Scope of Work point no 8	Bidder to provide generic /Non personalized QR code	Request the Bank to clarify these Qrs will be specific to UPI or BQR 4.0?	We clarify that these QRs will be specific to Both UPI and BQR.

84.	14	3. Scope of Work point no 9	Bidder(s) should maintain a proper and dedicated Set-up including Sales Office, Support Office, Depot with adequate stock of QR codes in the North-East and J&K Region so as to cater to the local area needs and achieve GOI targets. There should be sufficient manpower to cater to various operational & technical issues including grievances/complaints of QR merchants	In PoS RFP no dedicated setup has been asked. Bidder needs to map their Sales team with CO/ZO.Hence , we request bank to keep this clause as per POS RFP	please refer corrigendum
85.	14	Scope of Work point no 17	Bidder should provide flexible settlement cycles for QR code transactions through Credit Card , Debit Card & UPI etc.	Need more details whether is will be multiple settlement cycles at bank level, mid level, product level?	Settlement with reconciliation needs to be done Product and merchant level.
86.	15	3. Scope of Work - Standard services to be delivered by the Bidder(s) for various Merchant Acquiring business products are illustratively listed below but are not limited to the following: Point no 4	The service provider should provide Value Added Services through QR codes and any other new feature which may come in use in future at no extra cost to Bank	It is difficult to factor the cost for VAS under monthly rental model sicne the industry is dynamically changing. Hence, we request bank to relax this clause since same has been relaxed in POS RFP	please refer corrigendum
87.	15	Standard services to be delivered by	Provide daily Merchant wise report to PNB to enable them to afford credit to the	Request the Bank to clarify whether the Bank expecting to recover charges from merchant	We clarify that ,MIS is required.

		the Bidder(s) for various Merchant Acquiring business products are illustratively listed below but are not limited to the following Point no 7	respective merchants as per agreed terms & conditions and formats. They should have the capability to perform refund transactions as well as recover amounts (charges, rentals etc) as per Bank's instructions.	settlement or just to provide MIS for the recoverable	Also the bidder should have the capability to perform refund transaction and recover charges etc as and when required.
88.	16	3. Scope of Work-Standard services to be delivered by the Bidder(s) for various Merchant Acquiring business products are illustratively listed below but are not limited to the following: Point no 15	Integration with Banks systems , PSP , Core Banking etc at no extra cost to the Bank	These integrations attracts huge cost and can't be factored in PTPM, hence we request bank to relax this clause	As per RFP
89.	16	3. Scope of Work-Standard services to be delivered by the Bidder(s) for various Merchant Acquiring business products are	Dedicated Merchant Help Desk support through Call Center is to be provided by the Bidder during peak business hours of 7.00 A.M. to 11.00 PM by deputing sufficient Customer Care Executive with wait time not exceeding 2 minutes. Besides, the Bidder to make the IVRS services available on	In PoS RFP no dedicated setup has been asked. Bidder needs to map their Sales team with CO/ZO is mentioned in POS RFP. Hence , we request bank to keep this clause as per POS RFP	please refer corrigendum

		illustratively listed below but are not limited to the following: Point no 19	concerns/complaints of merchants, without any extra cost to Bank.		
90.	16	3. Scope of Work - Standard services to be delivered by the Bidder(s) for various Merchant Acquiring business products are illustratively listed below but are not limited to the following: Point no 21	Maintaining record of all successful and unsuccessful transactions logs in a secured environment and sharing the same with Bank on a daily basis. Service provider will retain the records for a period as per the specifications given by Bank from time to time and regulatory guidelines	Since the data will be provided to the bank on a daily basis, request the bank to suggest a Maximum period for retention of data at the bidders end to manage the chargeback and other operational queries, where the retention period should not be more than a period of 6 months to one year	As per regulatory guidelines
91.	18	3. Scope of Work- Standard services to be delivered by the Bidder(s) for various Merchant Acquiring business products are illustratively listed below but are not limited to	Development, maintenance, customization, integration with other apps and periodical upgradation of QR merchant application software, at no extra cost to the Bank	Integration with other apps itself is a vast thing which can't be amortised in monthly rental cost. Hence, we request bank to relax this clause and pay to service provider for such integration	please refer corrigendum

		the following: Point no 43			
92.	19	3. Scope of Work-Standard services to be delivered by the Bidder(s) for various Merchant Acquiring business products are illustratively listed below but are not limited to the following: Point no 46 D	Development, maintenance, customization, integration and periodical up-gradation of back-end system for processing of ETC transactions coming from the switch/system acquired by us, as per procedural guidelines issued by RUPAY, without any extra cost to the Bank	This is ETC clause and should be removed from RFP	please refer corrigendum
93.	19	3. Scope of Work-Standard services to be delivered by the Bidder(s) for various Merchant Acquiring business products are illustratively listed below but are not limited to the following: Point no 46 E	Integration with switch/system acquired by us/to be acquired in future, without any extra cost to the Bank	Integration with switch/System to be acquired in future can't be factored in monthly rental cost. Hence, we request bank to pay service provider for such integration	Please be guided as per RFP.
94.	19	3. Scope of Work-Standard services to be delivered by	De-installation of a QR code and sound box is only to be initiated by Bank and the said activity is to be completed within one	Since bank is asking to deploy new terminals ,then support from bank should be given for terminal recovery or WDV recovery as it leads	Please refer corrigendum

		the Bidder(s) for various Merchant Acquiring business products are illustratively listed below but are not limited to the following: Point no 49	working day from the date of written approval for its de-installation from the Bank HO to Bidder HO. Bank will not be liable for any assistance in this regard.	to huge capital loss for Service Provider. Please confirm	
95.	20	Standard services to be delivered by the Bidder(s) for various Merchant Acquiring business products are illustratively listed below but are not limited to the following: Point no 50(x)	Bidder to provide assistance to Merchants of QR Codes for their enquiries and resolution of grievances through All India Toll Free Number. The resolution of complaints must be made within time frame as specified in TAT.	Bidder to be given flexibility to have toll free/ toll pay number with assurance on TAT metrics for merchant service request or any other support needed	Please be guided as per RFP.
96.	29	27. Procurement through Local suppliers (Make In India)		Whether Local content is as per company level, bidder level or as per the RFP scope?	Please be guided as per RFP.
97.	38	Annexure 1- Terms and Conditions	Clause 3- Performance Bank Guarantee	Whether Performance Bank Guarantee is required for L2 bidder? If yes then for what value?	Yes, 5% of contract value.

98.	40,41	8. Uptime and Penalty Clause	Various penalties are given under this clause	i) Bidder request the Bank to clarify all the penalties, charges, liquidated damages or fine imposed on the bidder shall be limited to 10% of monthly billing. ii) The dependency would be on banks PSP as well and the same can't be factored in monthly rental cost. Hence we request the bank to look into the penalty clauses again	please refer corrigendum
99.	41	8. Uptime and penalty clause Point no 8	The customization (Regulatory/ Non-Regulatory/ Bank's Request) shall be performed by bidder, but not limited to existing and new – features, functionalities, modules, interfaces etc. in the Solution without any additional cost to the Bank during the contract period	Bank should be very specific on the compliance cost and it should not be generic. Any future compliance cost need to be mutually discussed and need to be compensated by Bank since the Bidder can't factor the future Regulatory/ Non-Regulatory/ Bank's Request in the dynamically changing industry.	please refer corrigendum
100.	42	8. Uptime & Penalty Clause	Penalty Clause	Penalty should be on adherence level, Minimum 90% to be adhered and max 300 rs/case for beyond cases for both Installation and Service Call	please refer corrigendum
101.	43	10. Maintenance Contract	These clauses are related to Capex model which were there in last RFP	Needs to be removed	please refer corrigendum
102.	44	10. Maintenance Contract	b) The VENDOR shall ensure that faults and failures intimated by Bank are set right within 5 (five) days of receiving the device at their repair center. The maximum TAT (turnaround time) from the date of receipt of device at the repair center to delivery of device at TSPs location will be 10 days.	Being Opex model, TAT and associated penalties of sound box repair isn't applicable, however bidder will ensure that the replacement asset will be given to merchant as per SLA. This clause is related to CAPEX. Request bank to relook into this clause	please refer corrigendum

103.	44	10. Maintenance Contract Point- a,b,c,d,e,f	The maintenance cost is covered in contract itself.	Bank will pay for service charge and spare part charge for any physical damage to the sound box. In case bank isnt paying for repair charges all these clauses shouldn't be applicable.	please refer corrigendum
104.	46	20. Termination of Agreement	3. Notwithstanding anything contained in this Agreement, Bank shall be at the liberty to terminate this Agreement at any time by sending 30 days - notice period to the Vendor without bearing any consequences.	There should not be a termination for convenience unless default, if any	Please be guided as per RFP.
105.	51	34- Limitation of Liability	Vendors aggregate liability shall be limited to maximum of the agreement value	Aggregate liability of vendor shall not exceed 100% of Annual contract value	Please be guided as per RFP.
106.	54	Anexure 3- Eligibility Criteria	Point 2- CA Certiifcate-Turnover/Networth	Are you referring to the Audited Balance sheet which has the Turnover/ Networth. Please confirm.	please refer corrigendum
107.	55	Annexure 3- Eligibility Criteria	Point 4- The Bidder Should be in the business of managing QR codes and have supplied and managed minimum 300000 QR code scanners and 10000 Sound boxes in any Nationalized Bank/ Scheduled Commercial Bank/RRBs/Subsidiaries of Scheduled commercial banks during the last 3 years under OPEX model.	Since bank has floated the RFP to manage end to end merchant acquiring business which includes Sourcing,On-boarding, RISK Management, Field Services, Operations services along with Compliance management. Is bank referring that bidder should be managing 300000 BQR and 10,000 Sound BOX under all above mentioned parameters	Please be guided as per RFP.
108.	61	Annexure 7- Litigation certificate	Annexure 7- Litigation certificate	Please confirm Whether any Practicing CA can share this certificate?	Please be guided as per RFP.
109.	65	Annexure 11- Minimum Technical cum	Memory >= 12MB flash >= 6 MB RAM	Please confirm if there is a typo in the specs. If its 6MB RAM or 16 MB RAM.	Please refer Corrigendum

		Functional Specifications for Sound Box			
110.		Fraud Risk liability /Charge back underwriting		Bidder to take the risk ? Any separate commercial payable to Bidder for the same	Please be guided as per RFP.
111.		General Queries	General Queries	There is no exit clause in the RFP and as per industry practice exit clause is always given for both parties. Hence, we request bank to have an exit clause for Service Provider as well	Please be guided as per RFP.
112.		General Queries	General Queries	There is no Price Variation Factor clause in RFP which help bank to evaluate if commercials quoted by bidder is high or low as per market standards. With no such clause bidder can quote a rate to win the RFP and later won't be able to start the operations. In previous RFP this clause was mentioned	Please refer Corrigendum
113.		General Queries	General Queries	Request the bank to please provide a further extension of at least 10 days for the bid submission from the date of submission published earlier	Please be guided as per information published on Bank's portal.
114.	55	Annexure 3 / Point 4	The Bidder Should be in the business of managing QR codes and have supplied and managed minimum 300000 QR code scanners and 10000 Sound boxes in any Nationalized Bank/ Scheduled Commercial Bank/RRBs/Subsidiaries of Scheduled commercial banks during the last 3 years under OPEX model	For documentary Proof, PO's submission will qualify the requirement or completion letter or certificate is also required for the same.	please refer corrigendum

115.	55	Annexure 3 / Point 6	The Bidder should have their own Centralized Support Center in India for providing 24x7x365 support service.	Is Bank is looking for an on-site or off-site support? Any specific location bank needs support centre in India.	Please be guided as per RFP
116.	55	Annexure 3 / Point 7	QR Code Infrastructure of Bidder should be compliant to PCI-DSS/ PA-DSS standards or equivalent Indian standards	PCI / DSS Certification is mandatory or the system should complaint with PCI / DSS ? PCI / DSS Certification is required for this?	Please refer corrigendum
117.	55	Annexure 3 / Point 8	The Bidder should have done certification from Master, Visa and NPCI for any Nationalized Bank/ Scheduled Commercial Bank/RRBs/Subsidiaries of Scheduled commercial banks.	Any specific certification is required ? Any one of them works or should it be certified from all the given authorities ?	Please be guided as per RFP
118.	Page No,12	2. PURPOSE OF THE PROJECT:	The Bidder has to deploy the QR Codes along with sticker/standee with or without Sound box (as required by bank) at its own cost in OPEX Model and maintain them and, also offer 'End-to-End Solutions' including deployment, installation of QR Codes, Switching, merchant help desk, consumables, enrolment of Merchants, personal visits to merchants/Spot Verification, Documents procurement & verification, marketing of new business, field services, transaction settlement, reconciliation of transactions, providing MIS, Dash Board or Online Portal, handling chargeback & holdover issues, etc.	Is the Merchant KYC also part of scope of new bidder.	yes, your understanding is correct.
119.	Page No,12	2. PURPOSE OF THE PROJECT:	Bidder shall migrate all existing QR merchants from the existing service provider to its own set-up and also on-board new merchants on acquiring platform by	What is existing number of QR / Soundbox deployed by PNB	please refer corrigendum

			procurement of KYC along with application form and other documents.		
120.	Page No,13	3. SCOPE OF WORK:	i. The Bank is inviting offers from Bidders, capable and experienced in providing End-to-End Solutions for Merchant acquiring business through QR Code by deploying QR Code (sticker/standee/Sound box) capable of accepting payments through Card/UPI, at their own cost at various Merchant locations on PAN India basis and to provide back-end services on monthly charges wherever the QR codes are provided by the bank.	Card Acceptance is it a typo error	Please be guided as per RFP
121.	Page No,14	3. SCOPE OF WORK:	xiii.Bidder to provide generic /Non personalized QR codes.	Bank to do knowledge transfer for arriving at logic for generation of non-personalized QR codes	Please be guided as per RFP
122.	Page No,14	3. SCOPE OF WORK:	v.The QR Code should be connected to the Bidder's partner switch / Bidder's own switch directly for routing/accounting of transactions and then to the VISA/MasterCard/ RUPAY/any other (AMEX if desired by the Bank) for QR (Credit Card, Debit Card & UPI) OFF-US Transactions and to Bank's Switch for ON-US Transactions.	Bidder need to establish connectivity with PNB UPI Service Provider. Pls clarify if the understanding is correct	please refer corrigendum
123.	Page No,14	3. SCOPE OF WORK:	Xv .Bidder to provide the Sound box with multiple languages that covers Hindi, English and major Regional languages	Request clarity on number of languages that need to be supported	Please be guided as per RFP
124.	Page No,16	3. SCOPE OF WORK:	16. Certification of acquiring host by Schemes MasterCard, Visa, Rupay, AMEX, BBPS, other schemes etc. Bank will assist and acquire the BIN , any other cost such as certification etc will be borne by the Bidder.	Is not valid for QR / Soundbox	please refer corrigendum

125.	Page No,17	3. SCOPE OF WORK:	28. Online portal and Mobile App. for all merchants to manage their profile, raise complaints through app, download statements and to track their transactions online. Mobile application must be available in both Android and iOS or any other platforms that may be developed in the future.	Majority of merchants for QR would be from small merchant category request support for i)S Mobile app be removed	Please be guided as per RFP
126.	Page No,19	3. SCOPE OF WORK:	50. The Bidder shall comply with the following: (v) The Bidder should have the facility of charging differential MSF rate to merchants.	Currently not applicable for UPI payments	Please be guided as per RFP
127.	Page No,29	27. PROCUREMENT THROUGH LOCAL SUPPLIERS (MAKE IN INDIA)	Procurement through Local Successful Bidder/ Vendor (Preference to Make in India) will be done, as applicable, as per the "Public Procurement (Preference to Make in India) Order 2017 issued vide Department of Industrial Policy and Promotion (DIPP) Notification No. P-45021/2/2017-B. E-II dated 15.06.2017 and thereafter revised vide Notification No. P-45021/2/2017-PP (B.E-II) dated: 28.05.2018, No. P-45021/2/2017- PP(BE-II) dated 04.06.2020 & No. P-45021/2/2017-PP(BE-II) dated 16.09.2020. Please also refer to Notification No. F.No.33(1)/2017-IPHW dt:14.09.2017 for the list of Electronic Products that are notified under the Public Procurement (Preference to Make in India) Order 2017. 'Local Successful Bidder/ Vendor' means a Successful Bidder/ Vendor or service	Since the procurement of product / services is under the OPEX model. How will the bank ascertain the Class I suppliers. Or the hardware supplied needs to be Made In India Please clarify	Please be guided as per RFP

			<p>provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order. The minimum local content shall atleast 50% for Class-I local supplier or higher if notified by the ministry for any specific product. The minimum local content shall atleast 20% for Class-II local supplier or higher if notified by the ministry for any specific product. Bidder shall provide the self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. Page 30 of 93 Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate</p>		
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128.	Page No,44	10. MAINTENANCE CONTRACT:	d) The vendor shall have to provide history of repair of a particular device while submitting invoice regarding repair charges.	Kindly confirm in history what details need to be provided	please refer corrigendum
129.	Page No,65	ANNEXURE-XI	MINIMUM TECHNICAL CUM FUNCTIONAL SPECIFICATIONS FOR SOUND BOX	Request Bank to provide detailed technical specification required	Please be guided as per RFP
130.	13	SCOPE OF WORK &3(i)	Bidder shall on-board new merchants on acquiring platform by collection of KYC, onboarding form & other documents from the merchants afresh duly signed including the cost of onboarding merchants, printing of application forms & other documents etc. will be borne by the Bidder.	Does Bank has an acquiring platform to onboard the new merchants.	Please be guided as per RFP
131.	13	SCOPE OF WORK &3(i)	In case of Migration, Bidder shall migrate all existing PoS merchants from the existing service provider to its own set-up. Bidder shall not be required to migrate data from existing service provider switch to their switch	When merchants shall be migrated, whether data has to be migrated for retrieving past transaction report	Point not in RFP
132.	15	Scope of Contract and Deliverables:& vii	Merchant should be able to submit the daily Transactions/Bills online to Bidder for settlement through Batch Settlement Process.	Request clarity on this clause	Point not in RFP
133.	16	SCOPE OF WORK & vii	vi) Provide daily Merchant wise report to PNB to enable them to afford credit to the respective merchants as per agreed terms & conditions and formats. They should have the capability to perform refund transactions as well as recover amounts (charges, rentals etc) as per Bank's instructions.	Request clarity on this clause	Please be guided as per RFP

134.	14	SCOPE OF WORK & xiii	Bidder to provide generic /Non personalized QR codes.	Request clarity on this clause	Please be guided as per RFP
135.	29	SCOPE OF WORK & xxix	Bidder to have digital application for field functionaries for onboarding of Merchants in assisted model.	Request clarity on this clause	Please be guided as per RFP
136.	18	SCOPE OF WORK & vii	Bidder has to generate BHIM QR /Bharat QR Code MID/TID on real time basis and register the same on Banks PSP after receiving request from the Bank HO on or before 5:00 P.M. in the prescribed format of Bidder and soft copy of the QR code should be sent to the email ID/CBS/Lead sourcing portal as mentioned in the request of sourcing branch and merchant. After integration to Bank system the QR generation should be in real time	Is there a requirement to support standalone Bharat QR or interoperable QR/ BHIM QR will suffice?	Please be guided as per RFP
137.	14	SCOPE OF WORK & vi	The QR Code should be connected to the Bidder's partner switch / Bidder's own switch directly for routing/accounting of transactions and then to the VISA/MasterCard/ RUPAY/any other (AMEX if desired by the Bank) for QR (Credit Card, Debit Card & UPI) OFF-US Transactions and to Bank's Switch for ON-US Transactions.	Bidders can route the traffic through their own switch where payer psp is not the bank?	please refer corrigendum