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Corrigendum1: 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 monthly rental (OPEX model) as well as Capex model at applicable charges

| Sr. No. | RFP Page No. | RFP Clause Name & No. | Existing RFP Clause | Amended Clause |
|---------|--------------|---|--|--|
| 1. | 10 & 25 | EMD | Bidder has to submit the Earnest Money Deposit (EMD) of Rs. 1.5 Crore/- (Rupees One Crore Forty-Two Lakhs Only) | Bidder has to submit the Earnest Money Deposit (EMD) of Rs. 1.5 Crore/- (Rupees One Crore fifty Lacs Only) |
| 2. | 73 | Annexure -XI, Minimum Technical cum Functional Specifications for QR Code | QR code with standee should be at least 4x6 inches in dimension inclusive of Bank branding and any regulatory guidelines | QR code with standee should be at least 4x6 inches in dimension and 3mm in thickness inclusive of Bank branding and any regulatory guidelines |
| 3. | 59 | Annexure 3 / Point 2 | The Bidder should have an average turnover of INR 75 Crores (Rupees Seventy-Five Crores) for past three Consecutive financial years i.e. (FY2020-21, FY2021-22 & FY2022-23) from their Indian Operations. ii. For MSE/startup bidders should have an average turnover of INR 50 Crores (Rupees Fifty Crores) for past three Consecutive financial years i.e. (FY2020-21, FY2021-22 & FY2022-23) from their Indian Operations | The Bidder should have an average turnover of INR 40 Crores (Rupees Seventy-Five Crores) for past three Consecutive financial years i.e. (FY2020-21, FY2021-22 & FY2022-23) from their Indian Operations. ii. For MSE/startup bidders should have an average turnover of INR 25 Crores (Rupees Fifty Crores) for past three Consecutive financial years i.e. (FY2020-21, FY2021-22 & FY2022-23) from their Indian Operations |
| 4. | 59 | ELIGIBILITY CRITERIA - SERIAL NO.4 | The Bidder should be in the business of managing QR codes and have supplied and managed 300000 QR code scanners and 10000 | The Bidder should be in the business of managing QR codes and have supplied and managed 300000 QR code scanners and 10000 Sound boxes to at least one |

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| | | | Sound boxes to at least one Nationalized Bank / Scheduled Commercial Bank during the last 3 years under OPEX model. | Nationalized Bank / Scheduled Commercial Bank during the last 3 years under OPEX model or CAPEX model |
| 5. | 73 | Annexure -XI, Minimum Technical cum Functional Specifications for Sound Box | Specification 8, Certifications: SRRC , CTA ,CCC,CE etc | Specification 8, Certifications: SRRC , CTA ,CCC,CE or relevant Indian standards set by Bureau of Indian Standards (BIS) and provide the certificate. |
| 6. | 73 | Annexure -XI, Minimum Technical cum Functional Specifications for QR Code | New line item to be added | Digital Dynamic QR Standee should be atleast 4x6 inches with size of the screen to accommodate a dynamic QR code of atleast 2x2 inches |
| 7. | 21 | For CAPEX Model Point no 54. | Sound boxes shall be owned by the Bank and will be purchased as per quoted rates as and when required during the contract period .(2 Years of warranty and annual maintenance applicable depending on timely payment of rental) | Sound boxes shall be owned by the Bank and will be purchased as per quoted rates as and when required during the contract period. (2 Years of warranty , Except Irreparable Physical Damage after installation) |
| 8. | 44 | In case of CAPEX Model of QR code with Sound box Point no 7 | 100% payment of one-time charges will be made upon successful delivery and installation of Sound box at the end of the month based on Invoice raised by Bidder. | 70 % payment on delivery of Sound Boxes & 30 % on Installation will be made upon successful delivery and installation of Sound box at the end of the month based on Invoice raised by Bidder. |
| 9. | 53 | Termination of Agreement | <p>1. Bank shall have the right to terminate the Agreement, at any time during the Agreement period, after giving 30 day's advance notice including 15 days cure period to the VENDOR for reasons, including but not limited to the following:</p> <p>a. Non-capable resources or non-initiation of services within 7 days of order Agreement;</p> <p>b. Delay in execution of order placed by the Bank</p> <p>c. Discrepancies / deviations in the agreed processes and/or products;</p> | <p>1. Bank will have the right to terminate the contract after giving 30 Days advance notice including 15 days curing period to VENDOR in case of unsatisfactory services, non-capable resources or non-initiation of services as per RFP timelines. Decision of the Bank regarding quality of services will be binding on the Vendor.</p> <p>2. The Bank shall have the right to terminate/cancel the contract with the vendor at any time during the contract period, by giving a written notice of 30 days, for any valid reason, including but not limited to the following:</p> |

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| | | <p>d. Failure of vendor to complete implementation of appliance within the time as specified in the RFP/under this Agreement;</p> <p>e. Violation of terms & conditions stipulated in the RFP to the extent not inconsistent with the terms and conditions laid out in present Agreement;</p> <p>f. Change in Bank Policy;</p> <p>g. Unsatisfactory services/poor quality of product/services;</p> <p>h. The Bank may terminate the Agreement in case of breach of any of the representation and warranties as mentioned in this Agreement or in case of breach of any of the terms and condition as set forth in the Agreement.</p> <p>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.</p> <p>3. 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.</p> <p>4. In the event of Termination on account of failure of the Vendor to perform the obligations under this Agreement, the Bank shall have the right to invoke the Performance Bank Guarantee(s)/Security(s) given by the Vendor.</p> <p>5. In case of termination due to reasons attributable to the Vendor as decided by the Bank, Bank reserves the right to allot the remaining work to another Vendor of its choice on such terms and conditions as it may deem fit. Any financial liability including costs, charges,</p> | <p>a. Non-capable resources or non-initiation of services as per RFP timelines.</p> <p>b. Delay in execution of order placed by the Bank.</p> <p>c. Discrepancies / deviations in the agreed processes and/or products.</p> <p>d. Failure of Vendor to complete implementation of appliance within the time as specified in the Purchase Order/under this Agreement.</p> <p>e. Violation of terms & conditions stipulated in the Purchase Order to the extent not inconsistent with the terms and conditions laid out in Agreement.</p> <p>f. In case of data breach, security breach, breach of trust, denial of service, service unavailability, change of Bidder's ownership, liquidation, merger, acquisition, undesirable changes due to change in regulatory requirement affecting the Bidder, regulatory action on Bidder, etc.</p> <p>g. Change in Bank Policy.</p> <p>h. Unsatisfactory services/poor quality of product/services.</p> <p>i. The Bank may terminate the Agreement in case of breach of any of the representation and warranties as mentioned in this Agreement or in case of breach of any of the terms and condition as set forth in the Agreement.</p> <p>j. The Bidder/ vendor unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;</p> <p>k. A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Bidder/ vendor and such appointment continues for a period of twenty-one (21) days;</p> |
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| | | <p>expenses which the bank incurs on this account, shall be payable by the Vendor.</p> <p>6. The Bank reserves the right to recover any dues payable to the selected vendor from any amount outstanding to the credit of the vendor, including pending bills and/or by invoking Bank Guarantee, if any, under this contract or any other contract/order.</p> <p>7. Upon expiry / Termination of the Agreement, Vendor shall be responsible to provide a smooth transition plan including all efforts for transfer/assignment of service contracts for uninterrupted continuation of services contemplated under this Agreement.</p> | <p>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.</p> <p>4. 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.</p> <p>5. In the event of Termination on account of failure of the Vendor to perform the obligations under this Agreement, the Bank shall have the right to invoke the Performance Bank Guarantee(s)/Security(s) given by the Vendor.</p> <p>6. In case of termination due to reasons attributable to the vendor as decided by the Bank, Bank reserves the right to allot the remaining work to another Vendor of its choice on such terms and conditions as it may deem fit. Any financial liability including costs, charges, expenses which the Bank incurs on this account, shall be payable by the Vendor.</p> <p>7. The Bank reserves the right to recover any dues payable to the selected vendor from any amount outstanding to the credit of the vendor, including pending bills and/or by invoking Bank Guarantee, if any, under this contract or any other contract/order.</p> <p>8. Before expiry / Termination of the Agreement, vendor shall be responsible to provide a smooth transition plan including all efforts for transfer/assignment of service contracts for</p> |
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| | | | | <p>uninterrupted continuation of services contemplated under this Agreement.</p> <p>9. In the event of commencement of liquidation or winding-up (whether voluntary or compulsory or subject of a court order for its winding up) of the vendor or appointment of a receiver or manager of any of the vendor's assets and/or insolvency of the vendor.</p> <p>10. Distress, execution, or other legal process being levied on or upon any of the vendor's goods and / or assets.</p> <p>11. If the vendor shall assign or attempt to assign his interest or any part thereof in the contract. Bank will not pay any additional amount after surrendering.</p> <p>Notwithstanding above, in case of change of statutory laws which affect the main objective of this Agreement, Bank reserve the right to terminate this Agreement or any subsequent amendment and / or any particular order, in whole or in part by giving Bidder/ vendor at least thirty (30) days' prior notice in writing.</p> <p>The Bidder/ vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Bidder/ vendor for the tenure of this contract and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Agreement and subsequent agreement for any reason whatsoever would be a process over a period of six (6) months, after the completion of the notice period of three (3) months. During this period, the Bidder/ vendor shall continue to provide the Deliverables and the services in accordance with this Agreement and subsequent amendment and shall maintain the agreed</p> |
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| | | | | <p>Service levels. Immediately upon the date of expiration or termination of this Agreement, if any, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.</p> <p>Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement or subsequent amendment, if any, Bank shall pay to Bidder/ vendor, within thirty (30) days of such termination or expiry, of the following:</p> <ol style="list-style-type: none"> All the undisputed fees outstanding till the date of termination or upon the termination or expiry of subsequent Agreement. The rights granted to Bidder/ vendor shall immediately terminate. <p>The Bank will provide the Bidder/ vendor a remedy period of thirty (30) days to rectify a material default. The Bank will provide in writing the nature of the default to the Bidder/ vendor through a letter or mail correspondence. The thirty (30)-day time period will commence from the day the Bank have sent such correspondence to the Bidder/ vendor.</p> <p>12. In case of termination of contract, the Bank shall immediately take possession and control of all documents, record of transactions, information and assets and also reserves its right to destroy the data, hardware and all records (digital and physical) relevant to the service being provided by the Bidder. The Bank reserves the right to purge Banks information from Bidder's access.</p> <p>13. The bidder shall, in case of termination of contract, ensure all data, information, processes, logs, etc. complete in all respects are ported in a secure transition to the Bank.</p> <p>14. The quality of Services given by the Bidder/ vendor & progress of the project will be reviewed monthly and if the services are not found satisfactory, the Bank reserves the right to terminate the contract</p> |
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| | | | | by giving thirty (30) days' notice to the Bidder/ vendor, including fifteen (15) days curing period. The decision of the Bank regarding quality of services shall be final and binding on the Bidder/ vendor. |
| 10. | | WARRANTY and ANNUAL MAINTENANCE CONTRACT (AMC) | New point no k to be added | Warranty of sound box under OPEX & CAPEX model shall be 2 years from the date of installation of device. |
| 11. | | | | |

Performa for indicative Commercial Offer

Reg.: 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 as well as Capex model at applicable charges

(to be submitted online only)

Table A

| Sr. No | Description | Quantity (A) | Unit Rate in Rs. (B) | Total Cost (C=A*B) |
|--------|---|--------------|----------------------|--------------------|
| A. | Static QR Code Generation with Plastic standee and dispatch to merchant location with 2 copies One-time charge to be paid by Bank to service provider. The rates to be quoted by service provider under OPEX model. | 300000 | | |
| B. | Static QR Code Generation with Acrylic standee and dispatch to merchant location with 2 copies One-time charge to be paid by Bank to service provider. The rates to be quoted by service provider under OPEX model. | 200000 | | |

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| C. | Static QR code in ID form. One-time charge to be paid by Bank to service provider. The rates to be quoted by service provider under OPEX model. | 15000 | | |
| D. | Digital Dynamic QR code on standee including integration. One-time charge to be paid by Bank to service provider. The rates to be quoted by service provider under OPEX model. | 500 | | |
| E. | Non personalized QR code on standee. One-time charge to be paid by Bank to service provider. The rates to be quoted by service provider under OPEX model. | 100000 | | |
| F. | Sound box with QR code (including maintenance). The rates to be quoted by service provider under Capex model | 5000 | | |
| G. | Sound box with upfront charges (monthly rental model): One-time upfront charges to be quoted by service provided under OPEX model | 5000 | | |
| H. | AMC price of Sound Box with QR (under CAPEX model) for 2 years (to be equally paid per annum) | 5000 | | |
| I. | Dynamic QR code generation for merchant including development and integration. One-time charge to be paid by Bank to service provider. | 20 | | |
| Total of Table A | | | | |

Table B

| Sr. No | Description | Quantity (A) | Unit Rate in Rs. | Total Cost (C=A*B*24) |
|--------|-------------|--------------|------------------|-----------------------|
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| | | | (B) | |
| 1 | Sound box monthly rental charges without upfront charges for Sound-box (Including Maintenance). The rates to be quoted by service provider under OPEX model. | 35000 | | |
| 2 | Sound box with upfront charges (monthly rental model): Monthly rental charges to be quoted by service provider under OPEX model | 5000 | | |
| 3 | Monthly SIM charges for Sound box with QR code. under Capex model | 5000 | | |
| Total of Table B | | | | |

Total Cost of Ownership (TCO) = Total of Table A + Total of Table B

Price in words: (INR)

Table C: Optional item

| Sr. No | Description | Unit Rate in Rs. |
|------------------|-----------------------------------|------------------|
| 1. | Migration cost (for per QR code) | |
| Total of Table C | | |

Price in words: (INR)

NOTES:

1. The rates quoted in commercial bid should be inclusive of all taxes except GST. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product.
2. Any column left blank by the bidder will result in disqualification of the bid.
3. Bank is not bound to place any minimum order for any item.
4. If there is any calculation error/totalling error, the same shall be recalculated. Unit price will prevail.
5. Bank may place Orders for above mentioned items of Table A and Table B as and when required during the entire contract period at the unit rates finalized after evaluation of commercial bids. Bank is not bound to place any minimum order. The quantity will also be as per requirement.

6. The multiplication factor as mentioned in table A & B is only indicative and for the purpose of deriving the Total Cost for evaluation of commercial bids. The actual quantity of any item ordered may vary (+/- 25%) according to the requirement of the Bank. In addition to the initial Order placed, Bank may place subsequent orders for any item, if required, at any time during the contract period, at the unit rate finalized after evaluation of commercial bids. by Bank.
7. The final L1 bidder & L1 price shall be selected on the basis of reverse auction on Total cost of ownership as mentioned in Annexure XII. However, Bank may negotiate with L1 bidder on total cost of ownership, if in case of any situation where Bank is left with only one eligible bidder.
8. In the event of negotiation with L1 bidder on Total cost of operation, Line items to be decrease by same proportionate as decrease in negotiation on total cost of ownership as per Annexure XII.
9. Existing vendor if participate shall not quote or mark '0' for Migration cost in table D mentioned above.
10. For Optional item in table C, lowest cost quoted by bidder (except cost quoted by existing vendor) will be considered as least cost (L1 cost) for table C. Whosoever will be the L1 bidder as per TCO, will have to accept least cost for optional item. L2/ L3 bidder shall match L1 price for optional item also. Bank may negotiate for final L1 price of optional item.
11. Selection of other bidders will be done as per clause no 25 mentioned in RFP.
12. If AMC/ATS charges **per annum** are not quoted within specified range **Minimum 5%- Maximum 10 % of Unit rate, bid will be liable to rejection straight away.**

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.: