

Response to Pre bid queries as received from prospective bidders:- RFP for End-to-End Solution for Merchant Acquiring Business through Supply, Installation, Maintenance and Management of 'Point of Sale' (PoS) terminals at various Merchant establishments on monthly rental.

Sr. No .	RFP Page No.	RFP Clause Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Reply
1	14	Point - 3 (iii)	Bidder should disclose the brand, model and manufacturer's name of the POS terminals to be offered to the Bank and the said POS terminals should be currently under operation in Nationalized Bank/Scheduled Commercial Bank/RRBs/Joint Ventures of scheduled commercial bank /Subsidiaries of scheduled commercial bank/BFSI/PSUs on Pan India basis	Request Bank to remove this clause as it will enable Bidder to provide the most latest make and model available on specification defined. Also as per line mentioned on page no. 21, (ix) The Bidder will deploy the new machine/terminals of Point of Sale (POS) with latest model under OPEX model on monthly rental.	Please refer corrigendum
2	15	(x)	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 and Circle offices for Project Management/Relationship management/Sales and marketing of POS, without any extra cost to the Bank. Currently, our	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)	yes , except two dedicated workforce rest can be managed with bidders internal workforce.

			bank has 22 Zones and 139 Circles.		
3	17	(xx)	All business operations viz., data entry, statement printing, dispatch of periodical transaction statement to merchants, response to merchant enquiry will be done by the service provider without any extra cost to Bank	Request Bank to ammend :: All business operations viz., data entry, statement printing (on demand from merchant), dispatch of periodical transaction statement to merchants (on demand from merchant), response to merchant enquiry will be done by the service provider without any extra cost to Bank	Please refer corrigendum
4	17	(xxiv)	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 Page 18 of 96 II 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

5	20	(xlviii)	De-installation of a terminal is only to be initiated by Bank / Merchant; Bidder shall be responsible for the recovery of the terminals. Bidder should pick up the PoS terminal from merchant's location, subject to Merchant/ Terminal availability on the defined address/ location as per Bidder records within a maximum period of 5 bank working days from obtention of written approval for its de-installation from the Bank HO to Bidder HO. Bank will not be liable for any assistance or reimbursement in case terminal is not recoverable from the Merchant	Request Bank to have provision to do merchant recovery and reimburse Bidder for the same	please be guided as per RFP
6	20	5 (v)	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 make it on mutually agreed basis	please be guided as per RFP

7	40	7. Payment Terms	The rent will only be paid in respect of 'Active PoS Terminals' and 'In-active POS Terminals' (i.e., terminal on which no transaction is performed in the last 3 months) up to a ceiling of 15% (excluding tie ups where Bank has provided full or partial concession) of total portfolio managed by the Bidder.	Request Bank to clarify if 15% capping will be after excluding concessional base? Request Bank to provide some data pointers on what % of current installed POS base is under concession (partial or full)	please be guided as per RFP
8	59	ANNEXURE – VI, PERFORMANCE CERTIFICATE	This is to certify that M/s _____ has successfully supplied or _____ maintained _____ (No and make of POS terminals) to our _____ organization since _____ (no. of years).	Make of POS terminal to be mentioned in performance certificate is not possible.	Please refer corrigendum
9	69	3. Minimum technical configuration of POS terminals	Feature GPRS without printer : CPU ARM 11 processor	Request bank to allow A 7, 32-bit secure processor, ARM cortex (as mentioned for GPRS with printer). This is the more common processor in these type of devices and stable processor.	Please refer corrigendum
10	70	3. Minimum technical configuration of POS terminals	Feature GPRS without printer : Battery : 2600mAh	Request to bank to allow 2000mAh battery as 2000mAh battery for without printer device is sufficient enough.	Please refer corrigendum

11	71	Annexure XII	Optional Table 2	Request to Bank to clarify if scope for Capex is everything under minus EDC/POS terminal. Also request Bank to provide details on Capex POS base (make, model etc.) to understand integration effort for servicing the same	We clarify that bank will provide POS device under capex model and services will be provided by bidder as per scope of POS devices under OPEX model. Other details will be share with successful bidder.
12	72	Annexure XII	XII. 10. For Optional item in table 2 , lowest cost quoted by bidder will be considered as least cost (L1 cost). Whosoever will be the L1 bidder as per TCO in Table 1 arrived after reverse auction, will have to accept least cost for optional item also. L2 bidder shall match L1 price for optional item also. Bank may negotiate for final L1 price of optional item	Request to Bank to clarify as Bank has mentioned Reverse Auction will be conducted in this clause. However this clause does not find mention in selection criteria	Please refer corrigendum
12	69	3. Minimum technical configuration of POS terminals	Feature : Android : Audio : 1 Speaker & 1 Microphone	Microphone is not required in POS terminals as the users do not use microphone. Request to bank to remove microphone feature or keep it as an optional.	Clause can be amended
13	72	Annexure XII	Rates quoted in optional item table 2 shall not exceed 40% of average rent (per month) quoted for all types of terminals	Request Bank to clarify it is simple average of rates or weighted average	we clarify that it will be the simple average of Monthly Rent per terminal (Table 1,column b) in Annexure XII
14	23	Point No: 10 Clause Name: BID Earnest Money	Bidder has to submit the Bid Earnest Money (EMD) of Rs. 1 Crore	In order for more participation, requesting bank to reduce the EMD amount to INR 10 Lakhs	please be guided as per RFP

15	24	13. Submission of bid	e-procurement System	Need technical support contact details for new registration and uploading.	please be guided as per RFP
16	38	Point No: 3 Clause Name: Performance Bank Guarantee	The successful bidder shall submit a performance Bank guarantee of 5% of the contract value within one week from signing of SLA.	In order for more participation, requesting bank to reduce the EMD amount to INR 50 Lakhs	please be guided as per RFP
17	39	Point No: 5 Clause Name: Delivery & Installation, Existing Merchant	Bidder should ensure complete migration of the existing PoS terminals within a maximum period of 6 (Six) months from the date of issuance of PO.	For existing merchant, Bank has to provide KYC. And doing 36000 device migration within 2 months is practically not possible and adding penalty for such stringent timelines is not feasible. Requesting bank to look at revised timelines and remove penalty. This clause will restrict new participation and will heavily support existing partner.	please be guided as per RFP
18	69	Minimum technical configuration of POS terminals	GPRS without printer	GPRS POS without printer is an outdated model, we can offer a GPRS POS with printer but configure SMS chargeslip instead of paper chargeslip for these merchants. Please confirm if this is fine.	please be guided as per RFP
19	14	3. SCOPE OF WORK :	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 extra cost to the Bank.	Where are the foreign offices where the infrastructure/Software/ Application needs to be installed ? Whether application needs to be accessed from outside India region ?	please be guided as per RFP

20	14	3) Scope of Contract and Deliverables:	ii. POS Infrastructure of Bidder should be compliant to PCI-DSS/PA-DSS/ Indian equivalent standard.	What are the equivalent standard for which POS Infrastructure should be compliant ?	Please refer corrigendum
21	15	3) Scope of Contract and Deliverables:	x. Bidder should have a Merchant Helpdesk Support through Call Centre(s) for POS terminals, preferably at Delhi NCR for attending to the queries & complaints of the Merchants. Bidder shall also handle the settlement and payment related queries raised by the Merchants of the Bank.	a) How many Helpdesk resources are required thro call centres ? B) What are the facilities required at the call centres ? C) Will the bank provide its premises for call centre ? Will there be infrastructure available for setting up of call centre ?	This shall be completely managed by the bidder and no resources will be provided by the Bank.
22	15	3) Scope of Contract and Deliverables:	x. 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 and Circle offices for Project Management/Relationship management/Sales and marketing of POS, without any extra cost to the Bank. Currently, our bank has 22 Zones and 139 Circles. Roles of	a) How many resources are required at Zones ? B) How many resources are required at circles ?	please be guided as per RFP

			mapped resources shall be as under:		
23	17	4) 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:	xvii. Merchant Help Desk support through Call Centre is to be provided by the Bidder during peak business hours of 7.00 A.M. to 11.00 PM. Besides, the Bidder to make the IVRS services available on 24x7 basis for addressing concerns/complaints of merchants, without any extra cost to Bank.	a) What are the facilities required apart from IVRS ? Will chat bot and voice bot be required ? B) Is support is required during week end and holidays declared by the government for the same duration ?	please be guided as per RFP

24	18	xxvii. Migration of existing POS Terminals:	<p>a) Migration involves massive work at field level which includes replacing of the existing POS terminals deployed at merchant's locations and also obtention of the necessary KYC & other documents from the Merchant.</p> <p>b) If new selected Bidder is the existing service provider to the Bank, then no migration activity shall be performed on the terminals base managed by them. In case selected Bidder is not the existing service provider to Bank then the selected Bidder should enable migration of all POS merchants from existing service provider to its own new set up.</p>	<p>a) How much data is there to be migrated ?</p> <p>B) Will there be transaction data to be migrated ?</p> <p>C) Will data cleansing be required ?</p>	Migration refers to only migrating merchants to their setup . No data is migrated from previous service provider. Further please refer corrigendum.
25	40	8. PENALTY CLAUSE	<p>b) Migration of Existing Terminals: Any delay over & above the stipulated period of 6 months (4 months+2 months) will attract penalty of Rs. 7 (seven) lakhs per week or a part thereof for a period of next 8 weeks. If the Bidder fails to migrate the entire existing terminals to its own new set-up within this total period (6 months + 8 weeks with penalty), Bank reserves the right to terminate the Contract with the Bidder. In this case, Bank also reserves the right to forfeit the proceeds of Performance Bank Guarantee and also, initiate suitable action to black-list the Bidder. Besides, the Bank, at its discretion, may also offer</p>	<p>a) We do not have any details on the volume of data to be migrated , but have been provided the timeline of 6 months. This will be very difficult to decide before making a study of the data existing.</p>	No data migration is to be done.

			the work order to other Bidder who shall submit the Implementation Plan (PERT Chart) with proper timelines within 1 week from issuing the Letter of Intent by the Bank.		
26	41	8. PENALTY CLAUSE	j) j) Preventive maintenance: the Selected bidder shall conduct Preventive Maintenance {including but not limited to Merchant Training (wherever needed) inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the exterior of the equipment, and necessary repair of the equipment} once within first 15 days of the installation and thereafter once in a Quarter during the currency of this RFP on a day and time to be suitable to the Merchant.	a) How many people need to be trained every quarter ?B) Can training be done remotely , online ?C) Should training be carried out on POS features only or on Banking features also ?	please be guided as per RFP
27	67	Required Functionalities/features	5. Capability to accept loyalty, reward cards like Diners etc.	a) What other kinds of loyalty rewards existing ? B) Whether Bank will provide any documentations on how to accept and generate these points ?	please be guided as per RFP
28	67	Required Functionalities/features	9.10 Necessary infrastructure for staging of transactions as per timelines with cards schemes is available	What are the existing transaction schemes ? Will new infrastructure be required for fresh schemes introduced ?	We clarify that it to be managed by the bidder as per market scenario.

29	12	1. Introduction	Presently, the Bank has deployed 5 (five) types of POS terminals numbering around 36500 under both Opex model (Monthly rental) and Capex model with monthly charges for back-ended & field services. The present mix of 36500 deployed POS terminals is as under:	1. How many terminal type Bank is looking to be deployed from Bidder as this will impact on scope for terminal certification 2. Is Bank handing over Capex model terminal to the bidder, if yes please specify model type and ageing, location of deployment etc.	1. Please refer Annexure XII. 2. Bidder to take care of the capex terminals to be procured in future.
30	13	3. Scope of work	The scope of RFP involves providing 'End-to End Solutions' to set up, manage and operate Merchant Acquiring Business through POS/EDC terminals on Monthly Rental Model (Opex) on PAN India basis. It involves deployment of EDC/POS Terminals at Merchant locations for acceptance of all types of cards, issued in association with VISA, MasterCard, NPCI & JCB-CUPI (also AMEX, if desired by the bank), payment through UPI on QR Code etc. by the Bidder and routing the transactions to Bidder's Switch and then to the appropriate interchange switch viz. VISA/MasterCard/NPCI/JCB-CUPI (also AMEX if desired by Bank).	Which UPI Acquirer would be used	Information will be shared with Successful bidder

31	13	3. Scope of work	The Bidder has to deploy the POS Machines at its own cost in Opex Model and maintain them and,also offer 'End-to-End Solutions' including deployment/installation of POS terminals, terminal driving,Switching, merchant help desk, consumables, enrolment of Merchants, personal visits tomerchants/Spot Verification, Documents collection & verification, marketing for new business, fieldservices, transaction settlement, reconciliation of transactions, providing MIS, Dash Board or OnlinePortal, handling chargeback & holdover issues, etc.	Assuming bidder will use onboarding tool to onboard merchants or also Bank will provide merchant data in excel boarding format	bidder to use their onboarding tools.
32	13	3. Scope of work	The Bidder has to deploy the POS Machines at its own cost in Opex Model and maintain them and, also offer 'End-to-End Solutions' including deployment/installation of POS terminals, terminal driving, Switching, merchant help desk, consumables, enrolment of Merchants, personal visits to merchants/Spot Verification, Documents collection & verification, marketing for new business, field services, transaction settlement, reconciliation of transactions, providing MIS, Dash Board or Online Portal, handling	Who will own Merchant underwriting and chargeback risk	successful bidder will own Merchant underwriting and chargeback risk

			chargeback & holdover issues, etc.		
33	13	3. Scope of work	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. 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.	Assuming Bank will source merchants with CASA account or non CASA account merchants will also get onboarded	Bidder shall on-board new merchants on acquiring platform to Bank's CASA and CC/OD Merchants.
34	13	3. Scope of work	The infrastructure/Software/ Application developed as part of the agreement can be put to use in alloffices of Punjab National Bank including its Subsidiaries, Foreign Offices and Regional Rural Bankssponsored by the Bank at no extra cost to the Bank.	Please clarify scope for "Foreign Offices", any specific countries are in scope	please be guided as per RFP

35	13	3. Scope of work	In addition to this, the Bidder should have the capability to provide the requisite infrastructure/Software/ Application and its integration as per the specifications for procurement projects of State/central Governments (like PUNGRAIN in Punjab State)/Food Corporation of India (FCI), etc.	Please specify total application for integration and also share name of the applications	Information will be shared with Successful bidder
36	14	3.1 Scope of work	Government through MeitY allocates the Merchant Acquiring Budgets to Banks with special focus and thrust on penetration of digital payments in Rural areas, North-Eastern states and J&K region. In addition to this, Banks have to maintain at least 50% of their total merchant base active in Urban areas (Tier I and Tier II). Keeping in view the spirit of Government, Bank intends to select Bidder with a strong acquiring presence in Rural, North East and J&K regions.	Please share CITY/State/Pin code master with bidder for PAN India coverage	Information will be shared with Successful bidder
37	14	3.3.iii	iii. Bidder should disclose the brand, model and manufacturer's name of the POS terminals to be offered to the Bank and the said POS terminals should be currently under operation in Nationalized Bank/Scheduled Commercial Bank/RRBs/Joint	Please specify industry standards specifications to compliant with	iii-Please refer corrigendum iv- please be guided as per RFP

			<p>Ventures of scheduled commercial bank /Subsidiaries of scheduled commercial bank/BFSI/PSUs on Pan India basis.</p> <p>iv. Bidder to ensure that the POS terminals to be deployed under the contract are fully compliant with industry standard specifications and incorporating latest features/software updates.</p>		
38	14	3.3.VI	<p>vi. Bidder partner switch / Bidder's own switch must have direct connectivity to VISA, MasterCard, RUPAY/JCB-CUPI/any other network (AMEX, if required by Bank) through Extended Access Server (for VISA), MasterCard Interface Point (for MasterCard) and National Financial Switch (for RUPAY) or any other scheme.</p>	<p>1) JCB and CUPi will override on Rupay rails, please confirm. No direct connectivity would be required</p> <p>2) How to you want Amex connectivity to be established?</p>	please be guided as per RFP
39	15	3.3.IX	<p>ix. Bidder should have a Merchant Helpdesk Support through Call Centre(s) for POS terminals, preferably at Delhi NCR for attending to the queries & complaints of the Merchants. Bidder shall also handle the settlement and payment related queries raised by the Merchants of the Bank.</p>	<p>Specific reason to have contact center in Delhi NCR region, How many language support would be required at contact center</p>	please be guided as per RFP
40	16	4.iii	<p>Processing, Settlement & Reconciliation of files received from the Schemes viz. VISA/MasterCard/Rupay etc. with the transaction record.</p>	<p>Assuming Bank will do final fund settlement into Merchants account. Bidder will provide TTUM file to the Bank</p>	yes, your understanding is correct.

41	16	4.IV	Mandatory Services: Cash@PoS, BQR on POS (Static and Dynamic), NFC based payment, National Common Mobility Card (NCMC) card acceptance.	Please specify scope for NCMC (Inquiry, Money load etc)	As per NPCI guidelines
42	16	4.IV	Other VAS service PC-POS integration, SMS pay, Dynamic Currency Conversion (DCC), EMI, Mobile/DTH top-up, Bill payments, Wallet acceptance, Data Analytics, etc. and other payment options such as Sodexo card acceptance etc.	1. How many currencies are in scope under DCC 2. How many wallets are in scope	All currencies supported by VISA and Master. Currently no wallets are in scope.
43	16	4.VIII	To develop proper set up of Merchants (for POS terminals, 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.	Bank to share allowed MCC list	please be guided as per RFP
44	17	4.XIV	xiv. Certification of acquiring host by Schemes MasterCard, Visa, Rupay, AMEX, BBPS, other schemes etc. Bank will assist but at no cost to the Bank & it will be borne by the Bidder.	Bank to provide Schemes BIN	Information will be shared with Successful bidder

45	17	4.XIX	xix. 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.	Please specify record retention period	Please refer corrigendum
46	17	4.XX	xx. All business operations viz., data entry, statement printing, dispatch of periodical transaction statement to merchants, response to merchant enquiry will be done by the service provider without any extra cost to Bank.	Is transaction statement supposed to be physical statement printing in scope or soft copy of statement is sufficient	Please refer corrigendum
47	17	4.XXI	xxi. Providing other periodical MIS reports such as weekly, fortnightly, monthly, quarterly, half yearly and yearly reports to PNB on the prescribed format as required by them from time to time. To quote a few examples of MIS, daily installations / de-installation done, pending installations / de-installations, problematic installations / de-installations, details of inactive/non-transacting terminals, status of leads/documents processed for on-boarding merchants, failed transaction report, settlement reports, open and closed complaints etc. This list is	Bank to provide format of all specified reports with the bidder	Information will be shared with Successful bidder

			illustrative and not exhaustive.		
48	17	4.XXIV	xxiv. 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.	Assuming Merchant will be owned by the Bank. Need more clarity on bearing Fraud and Risk Liability exposure to the bidder is limited or it is entire exposure	please be guided as per RFP
49	18	4.XXVII	d) Bidder should make the system (Acquiring Switch along with relevant software & hardware solutions including necessary certifications of new BINs from the respective Schemes) ready within a maximum period of 4 (Four) months from the date of issuance of PO from the Bank. Thereafter, Bidder should	Exiting vendor to take care on all in-flight service requests for example chargeback mgmt.	We clarify that Exiting vendor will take care all in-flight service requests for example chargeback management for 6 months for terminals which are yet to be migrated to the new setup of successful bidder.

			ensure complete migration of the existing PoS terminals within a maximum period of 2 (Two) months. Thus, the Bidder shall complete the migration of merchants from existing system (Switch) to a new system (Switch) within a maximum span of 6 months (4 months+2 months) from the date of issuance of PO from the Bank.		
50	18	4.XXX	xxx. Bidder to provide merchant application for self-onboarding via Do-it-Yourself digital journey at no extra cost to the Bank.	Please provide more detail around self onboarding or various types of onboarding expectation of bank	Mobile/Web application is required for onboarding
51	20	4.XLVII I	De-installation of a terminal is only to be initiated by Bank / Merchant; Bidder shall be responsible for the recovery of the terminals. Bidder should pick up the PoS terminal from merchant's location, subject to Merchant/ Terminal availability on the defined address/ location as per Bidder records within a maximum period of 5 bank working days from obtention of written approval for its de-installation from the Bank HO to Bidder HO. Bank will not be liable for any assistance or reimbursement in case terminal is not recoverable from the Merchant.	If the terminal is lost/damaged/ not recoverable from the merchant then request the bank to assist in recovering it from the merchant or reimburse the WDV of the terminal to PL	please be guided as per RFP

52	20	4.XLVII I	De-installation of a terminal is only to be initiated by Bank / Merchant; Bidder shall be responsible for the recovery of the terminals. Bidder should pick up the PoS terminal from merchant's location, subject to Merchant/ Terminal availability on the defined address/ location as per Bidder records within a maximum period of 5 bank working days from obtention of written approval for its de-installation from the Bank HO to Bidder HO. Bank will not be liable for any assistance or reimbursement in case terminal is not recoverable from the Merchant.	1) Given that the bank pays only for active POS terminals and only the bank or merchant can initiate a de-installation request, the Bidder should have the authority of deactivating & recovering the device from the merchant who is inactive for 3 months. The list will be shared with the bank before the deactivation is done. 2) Please define inactivity of terminal	please be guided as per RFP
53	21	5. XII	(xii) Bidder should provide Dashboard facility to BO/CO/ZO/HO. Bidder should provide proper Lead Tracking system with complete details of merchant such as lead status and cases for non-conversions. Bidder should provide the facility to upload/share for requisite files/information in the Dashboard.	How many access login would be required by the Bank	Approx 250 login ids are required for CO/ZO/HO/CAC
54	21	Scope of contract & deliveries (TAT) - 3.5.14	3.5.14 (xiv) Turn Around Time (TAT) for Installation and repairs of POS terminals	Request bank to consider cut off timings to be 12 PM.	please be guided as per RFP

55	13	Scope of work - 3.1	<p>The Bidder has to deploy the POS Machines at its own cost in Opex Model and maintain them and, also offer 'End-to-End Solutions' including deployment/installation of POS terminals, terminal driving, Switching, merchant help desk, consumables, enrolment of Merchants, personal visits to merchants/Spot Verification, Documents collection & verification, marketing for new business, field services, transaction settlement, reconciliation of transactions, providing MIS, Dash Board or Online Portal, handling chargeback & holdover issues, etc. 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. 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.</p>	<p>1. For migration of Existing merchants - Do we have to do KYC for all merchants and do we need to settle to these merchants post migration</p>	please be guided as per RFP
56	15	Scope of work - 3.4.2	<p>Collecting merchant applications/documents from field & its proper scrutiny, site</p>	<p>Will we be playing a role as an aggregator or non aggregator since all the risk and chargeback ?</p>	please be guided as per RFP

			inspection, procurement & deployment of PoS terminals/other acceptance solutions and Management of terminals, field services, network services, transaction routing & authorizations, Association related processes(Settlement & compliances), Accounting & Reconciliation, Risk monitoring, Fraud control, Redressal of Chargeback & Holdover issues, loss due to chargeback & fraud, Customer service, Dispute management & grievance redressal and providing required MIS, without any extra cost to Bank		
57	18	Scope of work - 3.4.27. d	Bidder should make the system (Acquiring Switch along with relevant software & hardware solutions including necessary certifications of new BINs from the respective Schemes) ready within a maximum period of 4 (Four) months from the date of issuance of PO from the Bank. Thereafter, Bidder should ensure complete migration of the existing PoS terminals within a maximum period of 2 (Two) months. Thus, the Bidder shall complete the migration of merchants from existing system (Switch) to a new system (Switch) within a maximum span of 6 months (4 months+2 months) from the date of	With current Man power we will be able to do 6k Migration per MonthIncase , There is a addtion of Man Power being allocated to ops... we will be able to achieve 10 Migrations per day per Head in Metro , 6/4 In Semi/Non Mertros resp.	please be guided as per RFP

			issuance of PO from the Bank.		
58	20	Scope of work - 3.4.38	De-installation of a terminal is only to be initiated by Bank / Merchant; Bidder shall be responsible for the recovery of the terminals. Bidder should pick up the PoS terminal from merchant's location, subject to Merchant/ Terminal availability on the defined address/ location as per Bidder records within a maximum period of 5 bank working days from obtention of written approval for its de-installation from the Bank HO to Bidder HO. Bank will not be liable for any assistance or reimbursement in case terminal is not recoverable from the Merchant	Since RFP is on Opex and bidder is on contract direct with Bank and not with merchant . Hence there is no legal resource for the recovery of the terminal or amount of the given device . Request bank to consider taking the responsibility of terminal recovery from the merchant.	Please be guided as per RFP

59	21	Scope of work - 3.5.19		<p>We need clarity on differential TAT for lead conversion and installation, with clear TAT around all activities . Bidder TAT to start once merchant approval is provided by bank to bidder to start the intallation activity.</p> <p>In the given contract as of now it is merged with lead conversion and documentation. Kindly share the clarity on the above. Kindly share city classifications for determining TAT.</p>	Please be guided as per RFP
60	40	7 Payment Terms	The rent will only be paid in respect of 'Active PoS Terminals' and 'In-active POS Terminals (i.e., terminal on which no transaction is performed in the last 3 months) up to a ceiling of 15% (excluding tie ups where Bank has provided full or partial concession) of total portfolio managed by the Bidder	Request bank to confirm that bank will be paying full rent in the case of inactive terminals where bank has a tieup and has provided full or partial concession and how will bidder have the visibility on those cases	Please be guided as per RFP
61	40	7 Payment Terms	The rent will only be paid in respect of 'Active PoS Terminals' and 'In-active POS Terminals (i.e., terminal on which no transaction is performed in the last 3 months) up to a ceiling of 15% (excluding tie ups where Bank has provided full or partial concession) of total portfolio managed by the Bidder	Since as per clause 4.XLVIII only bank/merchant can raise a deinstallation request, request bank to provide authority to the bidder to deinstall and recover the device from merchants which are inactive for 3 months.	Please be guided as per RFP
62	40	7 Payment Terms	The rent will only be paid in respect of 'Active PoS Terminals' and 'In-active POS Terminals (i.e., terminal on which no transaction is performed in the last 3 months) up to a ceiling of 15% (excluding tie ups where Bank has provided full or partial concession) of	Request bank to share can you share existing portfolio activation and inactivation mix, transaction, GTV for last 12 months-24 months to understand the scope of work and inactive merchant in banks current base	Information will be shared with Successful bidder

			total portfolio managed by the Bidder		
63	40	Penalty clause - 8.b	<p>Migration of Existing Terminals: Any delay over & above the stipulated period of 6 months (4 months+2 months) will attract penalty of Rs. 7 (seven) lakhs per week or a part thereof for a period of next 8 weeks. If the Bidder fails to migrate the entire existing terminals to its own new set-up within this total period (6 months + 8 weeks with penalty), Bank reserves the right to terminate the Contract with the Bidder. In this case, Bank also reserves the right to forfeit the proceeds of Performance Bank Guarantee and also, initiate suitable action to black-list the Bidder. Besides, the Bank, at its discretion, may also offer the work order to other Bidder who shall submit the Implementation Plan (PERT Chart) with proper timelines within 1 week from issuing the Letter of Intent by the Bank.</p>	<p>1) Request bank to provide extended timeline for certification and migration. For Tech Certifications- 6 months and for Migration another 6 months.</p> <p>2) We will need minimum 6 months to migrate 36K terminals post infrastructure readiness as guided by bank.</p> <p>3) Request bank to support as bidder penalty can not be cumulative and should be imposed only for the cases going beyond TAT and needs to be a case specific amount with an upper cap.</p>	Please be guided as per RFP
64	40	Penalty clause - 8.d	The Selected bidder shall be charged penalty for not adhering to the time schedule of delivery/installation/making the POS terminal operational at the rate of	Request bank to support and put a Penalty an upper cap of INR 5K per month and the TAT would need modifications as per clause 3.5.19	Please be guided as per RFP

			Rs. 100/- per day per POS/EDC terminal.		
65	41	Penalty clause - 8.f	Though the expected uptime level is 100 %, the minimum acceptable level of system uptime is 98% in Metro and urban centres and 96% in other centres to be computed on a monthly basis subject to verification by the Bank or through its authorized representative. Penalty for each percentage point lower than the acceptable uptime would attract a penalty of 1% (One pct) of the billing amount for the month. The Bidder shall furnish the Uptime Report to the Bank on daily basis and same should be incorporated in the Dash Board also.	Request bank to modify SLA adherence clause and max @95% in a month.	Please be guided as per RFP
66	46	Termination - 19.14	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 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.	Request bank to support as bidder in case of termination has to recover the assest and hence need a min 120 days notice in case of a termination notice.	Please be guided as per RFP

67	30	Confidentiality, 31	<p>1. Except as required by law, the parties shall ensure that all the confidential information-business or otherwise as disclosed by one party to other/s during negotiation/ implementation/execution of this Agreement or which may in any manner by any of its officers comes into the other party's knowledge or possession or control, shall not be used for any purposes other than those required or permitted by this Agreement and shall remain confidential and shall not be disclosed to any other party (including a subcontractor) except insofar as may be required for the proper implementation of this Agreement or permitted by other party expressly in writing.</p> <p>2. For the purposes of this Agreement, information relating to the Bank's business, of its customers/employees, business systems, business processes, policies, internal notes, third party correspondences and documents shared in confidence or in respect of which no express permission has been obtained from Recipient by Disclosing Party, supplier lists or any other information having potential bearing on its business, trade, standing</p>	<p>1) We would require the entire confidentiality clause to be mutual, currently, Bank's obligation of confidentiality is only provided in Clause 31 (7). 2) Further, information shared by PL would be deemed confidential on its own and should not require a written notification as provided under clause 31 (2). 3) Confidentiality obligation should be for a period of 2 years after termination and not perpetual.</p>	Please be guided as per RFP
----	----	---------------------	---	--	-----------------------------

		<p>or reputation, information affecting employee's or an office bearer's right to privacy or proprietary information as defined hereinafter shall be deemed to be confidential information. For the purposes of this clause, Proprietary Information shall include, but not be limited to, domain names, trade secrets- whether or not protected under any patent or copy right or other intellectual property laws- whether contained on computer hard disks or floppy diskettes or otherwise available in any oral, scripted or photographic or electronic form- without any limitation whatsoever, copyrights, business ideas, techniques, know-how, inventions (whether patentable or not), any other information of any type relating to designs, configurations, information concerning technical or financial aspects, intellectual property rights, documentation, policies, board notes, circulars, letters including correspondences received or exchanged via electronic or web-based mediums in confidence, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts,</p>	
--	--	---	--

			<p>formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, the information concerning the Parties' actual or anticipated business, research or development, or the information which is received in confidence by the disclosing party to the Recipient. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not. Notwithstanding the foregoing, any information which orally or visually or in writing is disclosed to the recipient by the Disclosing Party shall be deemed to be Confidential Information, if the disclosing party, within 10 (ten) days after such disclosure, sends to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.</p> <p>3. Vendor agrees to regard and preserve as confidential all information related to the business and other activities of the Bank, its customers, suppliers and other entities with whom Bank is presently or in</p>	
--	--	--	---	--

			<p>future may enter into business, as may be obtained by Vendor or may be developed as a result of this Agreement. Vendor agrees to hold such information in trust and complete confidence for Bank and not to disclose such information to any person, firm or enterprise or use (directly or indirectly) any such information for its own benefit or the benefit of any other party, unless expressly authorized by Bank in writing, and further agrees to limit access to and disclosure of such confidential information to Vendor's employees on a strictly "need to know" basis only and who have signed or are bound by confidentiality agreements/undertakings at least as stringent as those contained herein. Vendor shall not without the consent of Bank make use of any document or reproduce in any way the information which it may come to know or have, except for the purpose of performance of this Agreement.4. The Vendor agrees to protect the confidential information of the Bank with the same standard of care and procedures used by it to protect its own confidential Information. Without limitation of the foregoing, the Vendor shall use reasonable efforts to advise the Bank</p>	
--	--	--	---	--

			<p>immediately in the event Vendor learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Agreement and shall reasonably cooperate in seeking injunctive relieve against any such person.5. That if the Vendor hires another person to assist it in the performance of its obligations under the terms of this Agreement, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Agreement to another person in any manner, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Vendor is bound to maintain the confidentiality.6. Even if a Vendor's employee leaves the job or his services are terminated/expires, the Vendor shall ensure that he does not share any confidential information of the Bank with third parties nor uses such it to derive unauthorised profits out of it. Vendor shall continue to be responsible for any such act of its ex-employee and agrees to indemnify the Bank against any loss suffered by Bank due to disclosure of confidential</p>		
--	--	--	--	--	--

			<p>information in such circumstances.7. Bank acknowledges that it considers the Vendor related material information including software product(s), trade secrets, documentations and electronic or non-electronic communication made in confidence, to be confidential and, agrees that unless Bank has obtained Vendor's written consent, Bank shall keep such materials confidential and prevent their disclosure to any person other than employees, representatives of Vendor or any other person it reasonably believes to be authorised by Vendor to receive such information, to whom it shall be disclosed only for purposes specifically related to Vendor's permitted use of the Products/as necessary for the purposes of this agreement.8. An Information shall not be considered confidential to the extent and only to the extent, such information is:a. already known to the receiving party free of any restriction at the time it is obtained from the other party;b. subsequently learned from an independent third party free of any restriction and without breach of this Agreement;c. is or</p>	
--	--	--	--	--

			<p>becomes publicly available through no wrongful act of the other party;d. is independently developed by one party without reference to any Confidential information of the other;e. is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely written prior notice of such requirement.9. The obligation contained in this clause shall survive after the termination of this Agreement. Confidentiality of customer information shall be maintained and survive even after the Agreement expires or terminated.10. The infraction of confidentiality terms shall constitute material breach of the Agreement, and the bank shall be entitled to take appropriate actions as available in law or under this Agreement against the Vendor as the case may be. VENDOR agrees to indemnify PNB against any loss suffered by PNB due to breach of confidential terms as mentioned hereinabove.</p>	
--	--	--	--	--

58	32	Intellectual Property Rights; 32	<p>The Vendor claims and represents that it has obtained all the appropriate rights to provide the Deliverables upon the terms and conditions contained in this contract. The Bank agrees and acknowledges that save as expressly provided in this agreement, all Intellectual Property Rights in relation to the Software, Services and Documentation and any adaptations, translations and derivative works thereof, whether protect Table-As a copyright, trade mark, patent, trade secret design or otherwise, provided by the Vendor during, in connection with or in relation to fulfilling its obligations under this contract belong to and shall remain a property of the Vendor or its licensor.2. The Bank under this Agreement shall be granted a license to use the Software. During the term of this project and, if applicable, during the Reverse Transition Period, Bank grants Vendor a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services.3. The Vendor shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by Vendor in</p>	<p>The clause uses the defined term 'software', however, the same has not been defined. We would need clarity on the software that is licensed to the Bank under this Agreement</p>	<p>Here software refers to the Terminal application, Centralized portals etc for use.</p>
----	----	----------------------------------	---	---	---

			<p>performing its obligations under this Project.4. If a third party's claim endangers or disrupts the Bank's use of the Software, the Vendor shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this contract and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product.</p>		
--	--	--	---	--	--

59	32	ndemni ficatio n; 33	Successful bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, expenses incurred and costs which are or may be required to be paid by reasons of any breach of the VENDOR's obligations under this Agreement or otherwise for which the VENDOR has assumed responsibilities including those imposed under any Agreement, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilised by the VENDOR in connection with the performance/discharge of its obligations under this Agreement. The VENDOR shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the terms of this Agreement and to protect the Bank during the tenure of the Agreement.2. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third	1) We would require a mutual indemnity clause as both Parties will have obligations to each other under this agreement2) The term "Licensed Material" has not been defined and Bank has sought a specific indemnity against it. Need clarity on what "licensed material" means in the context of this agreement and if the same is provided to the Bank.3) How can a bidder agree to indirect, consequential, punitive damages or for any loss of profits, loss of business, or loss of goodwill, etc. A specific clause excluding such indirect damages is required to be part of the agreement	Please be guided as per RFP.
----	----	----------------------------	---	--	------------------------------

			<p>party, the VENDOR shall be liable for settling with such third party and paying such license fee, royalty and/ or compensation etc. thereon as may become payable. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine/licenses/service s supplied/rendered by the VENDOR under this Agreement or uses thereof, the VENDOR agrees and undertakes to defend and / or to assist the Bank in defending, if Bank in its discretion so decides, at the VENDOR's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.3. Vendor further agrees that it shall, at its own expense, defend or cause to be defended or, at its option, settle any claim or action ("Claim") brought against the Bank by a third party alleging that the use of the Licensed Material by the Bank infringes any Intellectual property Rights of that third party. Subject to the other conditions of this section, Vendor shall pay any compromise, settlement or judgment entered against the Bank with respect to any Claim and</p>	
--	--	--	--	--

			<p>fully indemnify the Bank in respect of all costs and expenses relating to the Claim provided that the Bank notifies Vendor in writing of the Claim immediately on becoming aware of it.4. No settlement of claim shall be deemed to be an admission of any liability by the Bank for the infringement alleged.5. If any Licensed Material becomes the subject of any Claim or if a court judgment is made that any Licensed Material does infringe, or if the use of licensing of any part of any Licensed Material is restricted, Vendor at its option and expense shall:</p> <ul style="list-style-type: none"> a. obtains for the Bank the right to continue to use the Licensed Material; b. replaces or modify the Licensed Material so that it becomes non-infringing; c. if none of the above (a) or (b) is possible, return the entire consideration received from the Bank for the Licensed Material on a pro rata portion basis, <p>6. The terms of this clause shall survive the termination of this Agreement.</p>	
--	--	--	--	--

70	35	Pre-dispatch inspection; 38	<p>The Bank and/or its nominated officials/consultants may carry out pre-dispatch inspection of all ordered equipment or any thereof before delivery. On account of PDI, there will not be any change in delivery terms & conditions. However, the bank will have the discretion to conduct PDI. The Vendor shall inform his readiness for pre-dispatch inspection at least 15 days in advance. Inspection of the ordered equipment to be supplied to the Bank shall be carried out at Vendor's site/facility. There shall not be any additional charges payable by the Bank for such inspection. However, the Bank shall have the discretion to recover the costs related to travel and stay of its staff/consultant from the Vendors if the ordered equipment offered for inspection are not as per the Bank's order or if the vendor fails to comply with the test and inspection procedure.</p>	Clarity needed if PDI is required as part of the services to be provided.	Please be guided as per RFP.
----	----	--------------------------------	---	---	------------------------------

71	37	Non-Disclosure	<p>By virtue of Contract, as and when it is entered into between the Bank and the vendor, and its implementation thereof, the vendor may have access to the confidential information and data of the Bank and its customers. The vendor will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following: -a.That the vendor will treat the confidential information as confidential and shall not disclose to any third party. The vendor will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.b.That the vendor will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the vendor will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the vendor shall use full efforts to advise the Bank immediately in the event that the vendor learns or has reason to believe that any person who has had access to confidential</p>	<p>Bank to clarify the reasons for this clause as the obligations specified here are already covered as part of the confidentiality clause.</p>	<p>Please be guided as per RFP.</p>
----	----	----------------	--	---	-------------------------------------

			<p>information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the vendor, and will cooperate in all manner in seeking injunctive relieve against any such person.c.That if the vendor hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Vendor is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.d.That the vendor will strictly maintain the secrecy of Bank's data.●The Bank shall provide access to its premises to the authorized personnel of the vendor to carry out the work related to installation etc. which is required to perform its obligation to bank. In accessing Bank's premises, the vendor shall however comply with any and all rules, regulations, policies and procedures relating to the access, entry, safety</p>	
--	--	--	--	--

			and security to discharge their obligation as per the terms and condition of the agreement.		
--	--	--	---	--	--

72	48	Limitation of Liability	Annexure I (Clause 33): Vendor's aggregate liability under the Agreement shall be limited to a maximum of the Agreement value. For the purposes of this clause, Agreement value at any given point of time, means the aggregate value of the purchase orders, paid by bank to the Vendor that gives rise to claim, under this Agreement. 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:-a) Liability of Vendor for third party claims for IP Infringement;b) Liability of Vendor (including third party claims) in case of bodily injury (including Death);c) Liability of Vendor (including third party claims) in case of damage to real property and tangible property caused by the Vendors' gross negligence;d) Liability of the Vendor in case of gross negligence or wilful misconduct attributable to the Vendor while providing services under this Agreement;e) Liability of the Vendor in case of fraudulent acts or wilful misrepresentation attributable to the Vendor regarding the services provided under this Agreement;f) Breach	1) Liability Cap to be specified as the fee payable by Bank to Bidder for 1 month. Bidder cannot agree to have different liability cap for each separate claim that may arise2) Bidder cannot agree to exceptions to liability cap as provided in the clause. A specific liability cap even in respect of third party claims to be agreed upon, especially regulatory claims. Any amount of regulatory claim in excess of such enhanced liability cap to be discussed between the parties mutually and Bidder shall be liable to pay only if it is determined that the regulatory claim has arisen as a result of an error by Bidder	Please Be guided as per RFP
----	----	-------------------------	---	--	-----------------------------

			<p>of the confidentiality;g) Employment liabilities for vendor's staff relating to the period of their employment within contractual period while working with Bank;h) Any liability/penalty/cost/compensation/charges etc. that cannot be capped or is excluded as a matter of applicable laws and imposed by the statutory authority/ government bodies/ court/tribunals etc. in relation to this Agreement, owing to the fault of the Vendor.i) Any other breach caused due to the non-performance of the obligations of the Vendor under the Agreement.</p>		
73	48	Security standards,49	<p>Bidders are liable for meeting the security standards or desired security aspects of all the ICT (Information and Communication Technology) resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy may be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them</p>	<p>Pinelabs has its own Information security policy which is adherent to international best standards such as PCI DSS , PCI PIN, ISO 27001 and applicable regulatory standards. Bank security standard to be shared to assess delta(if any) in security requirements of PNB.</p>	<p>Please be guided as per RFP</p>

74	39	DELIVERY & INSTALLATION-AML Name screening and Transaction Laundering Monitoring	New Merchant Onboarding: The Bidder should start on-boarding of fresh merchants on POS terminals within a maximum period of 4 (four) months from the date of issuance of PO. This will include all aspects like development of Software, Switching, development of infrastructural set-up for on-boarding of merchants, risk analyzing, reconciliation, Dash Board, etc.	1) Need clarification, if the bank will be responsible for all the mandates as per Master Direction of KYC, which includes Merchant Name screening against sanction list, AML transaction monitoring, Filling STR with FIU2) Settlement- a. who will be responsible for merchant settlement and can you elaborate scope of bidder on current a/c/nodal account enablementb. please elaborate the merchant commercial mode- Who will be responsible for closing the commercials-MDR and POS fee (MSF), KYC and agreement signing with merchant .c. Can the existing merchant KYC be provided by the bank or banks existing vendor? Also can the existing agreement be transferred on the name of new bidder. Please elaborate	Please be guided as per RFP
75	39	DELIVERY & INSTALLATION- Scheme Fraud Risk Liability		Various scheme guideline including NPCI has specific guideline on liability shift of Fraud , Who will be responsible for managing such frauds and who takes the financial liability for such scheme penalty or liability shift cases.	Please be guided as per RFP
76	39	DELIVERY & INSTALLATION- Merchant Fraud Liability		In the event of merchant performed fraud, where the device goes missing, refund recoveries, Chargeback recoveries, other AR recoveries, Pine Labs will do a net settlement to the bank. recovery from the merchant will remain in the scope of the bank.	Please be guided as per RFP
77	39	DELIVERY & INSTALLATION- Charge back		In the event of chargeback, who will co-ordinate with the merchant communications ?	Selected bidder will co-ordinate with the merchant .

		handli ng			
78	39	DELIVER Y & INSTAL LATIO N- Write to Reject		Need clarification, if Pine Labs will have right to reject any merchant that has been referred by the Bank, the rejection will be basis the Pine Labs Merchant Risk acceptance standards.	Please be guided as per RFP
79	32	Annexur e XVI (Confi dential ity and Non- Disclos ure Agree ment)	ANNEXURE- XVI	Bank to clarify the reasons for this Annexure as the obligations specified here are already covered as part of the confidentiality clause.	Please be guided as per RFP
80	71	Annexur e XII (Perfor ma for Comm ercial Offer)	Table 1: Rental Charges 1. Android POS with Printer (under OPEX model) : 10,000 2. GPRS POS with Printer (under OPEX model) : 20,000 3. GPRS POS without Printer (under OPEX Model) : 22,000	We need to understand the scope of terminals covered in the RFP. As per RFP, migration terminals are 36,000 so the remaining 16000 terminals will be new sourcing and installed over a period of 4 years or in one shot. If in 4 years then we need to understand year on year ramp-up for understandind terminal procurement need	Annual growth of approx 20% in number fo POS terminals is added to the existing requirement of 36000 terminals. Further please be guided as per RFP.
81	71	Annexur e XII (Perfor ma for Comm ercial Offer)	Commercial Offer	As there is material terminal migrations , development & integration involved, request you to introduce a fee to cover Migration cost, terminal certification, regulatory requirement related development cost in the commercial offer	Please be guided as per RFP
82	71	Annexur e XII (Perfor ma for Comm ercial Offer)	Table 2: Optional Item Switching & other Services i.e. management & maintenance etc. (for Bank owned terminals) Monthly Rent per terminal under CAPEX model(in INR) (b)	Please clarify what will be covered in this fee category. Also seems to be a typing error as all terminals are under Opex model in current RFP	Please be guided as per RFP

33				<p>need clarity on the clause in RFP which emphasize on overall scope of work and number of terminals which will be applicable to new bidder in case existing PNB partner is also selected. All these terminals KYC's and merchant agreement signing process for them should be shared with us so that we have clarity on TAT and its related process.</p>	Please refer corrigendum
----	--	--	--	--	--------------------------

34	14	Budgets allocated by MEITY, GOI:	Government through MeitY allocates the Merchant Acquiring Budgets to Banks with special focus and thrust on penetration of digital payments in Rural areas, North-Eastern states and J&K region. In addition to this, Banks have to maintain at least 50% of their total merchant base active in Urban areas (Tier I and Tier II). Keeping in view the spirit of Government, Bank intends to select Bidder with a strong acquiring presence in Rural, North East and J&K regions. Bidder(s) should maintain a proper and dedicated Set-up including Sales Office, Support Office, Depot with adequate stock of POS terminals 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 POS merchants.	a. Would require details of sales office, support office and depot to understand the manpower as requested in RFPb. Can you explain bit more on banks switch on Onus transaction & current process how it is working currently	Information will be shared with Successful bidder
35	14	3) Scope of Contract and Deliverables	i) POS Infrastructure of Bidder should be compliant to PCI-DSS/PA-DSS/ Indian equivalent standard.	PA DSS is now PCI SSF applicable for applications offered on a licenced model to the bank. For hosted services we understand the PCI DSS or PCI SFF would suffice as applicable under the scope of work. Please confirm our understanding	Please find corrigendum

36	16	4) 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:	vi. Bidder is responsible for complete "End-to-End" reconciliation including merchant level, GL level (Maestro & Rupay), Visa/MasterCard Summary Level & Scheme level (Outgoing v/s Incoming) settlements. Bidder is responsible for reconciliation of settlements including charge-backs, hold-over, representations, pre-arbitrations and arbitrations etc. as per laid down rules for the purpose. Bidder is responsible to intimate the merchants for the disputes received and collect the relevant documents on behalf of Bank by approaching the merchants in timely manner and any other activity/action required, without any extra cost to Bank.	1. Currently, we perform Rupay & Maestro transactions recon for PNB whether bank will provide the BGL closing balance for recon to perform the transaction level reconciliation. 2. whether bank will provide the new GL's to prepare the recon statement or existing ones will be continued. 3. As mentioned in the RFP we need to perform VISA / MASTER summary level Recon for which we required the BGL to be at summary level by verifying the closing balance.	Information will be shared with Successful bidder
37	16	4) Standard services to be delivered by the Bidder (s) for various Merchant Acquiring business products are	v) Back-end transaction processing viz., capturing of transaction from POS terminals/ other acceptance solutions, routing it to issuer through VAP/MIP/NFS and any other interface or receiving response from card networks etc., obtaining response from issuer and transmitting back the response to the merchant.	Bidder request the Bank to clarify Other Card Network for this integration, what are the other network that envisaged in this point.	We clarify that other card networks refers to schemes that may come in future.

		illustratively listed below but are not limited to the following:			
38	16	4) 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:	k) To upgrade the terminal application as per the mandates received from time to time from the settlement agencies. i.e., VISA/MasterCard/RUPAY etc., at no extra cost to Bank if implemented in all public sector banks.	All present compliance requirements defined by the governing bodies/regulators would be complied with, however any new compliance requirements prescribed in the future would require to be addressed based on mutual commercial understanding. Request the bank to confirm our understanding.	Please be guided as per RFP

89	17	Standard service s 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 xix.	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	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	Please refer corrigendum
90	17	4. Standard service s to be delivered by the Bidder (s) for various Merchant Acquiring business products	xx.) All business operations viz., data entry, statement printing, dispatch of periodical transaction statement to merchants, response to merchant enquiry will be done by the service provider without any extra cost to Bank.	Request the bank to clarify the requirement of Dispatch of periodic statement to merchants. We believe the same can be e-mail statement dispatch as well	Please refer corrigendum

		ts are illustratively listed below but are not limited to the following:			
91	17	4. 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:	xviii. Arrangement of Network Access Connectors (NACs): Bank will not bear the cost of NAC. Ensure adequacy of Bandwidth and provision for appropriate scalability of switching services, without any extra cost to Bank.	Hope all POS deployments would be GPRS or WiFi only and no dialup machines which would require NAC connectivity	Please be guided as per RFP
92	18	Migration of existing	4. (xxvii)- Online portal and Mobile App. for all merchants to manage their profile, raise complaints through app,	In case of migration ,how the existing terminals will be handed over to the Bidder.In case of any loss on the terminals who will compensate? In case of migration, till what period	Please be guided as per RFP

		terminal	request for paper roll, download statements and to track their transactions online.	existing vendor will be paid for the existing terminal Base? In case existing vendor is L2 whether migration will be done for the existing base?	
93	19	Compliance to all our Bank guidelines along with guidelines of the Government of India, Regulatory bodies and the Schemes, at no extra cost to the Bank.	4. (xxxiv)- Compliance to all our Bank guidelines along with guidelines of the Government of India, Regulatory bodies and the Schemes, at no extra cost to the Bank.	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 if required.	Please be guided as per RFP
94	19	Police verification of Personnel	4. (xxxix)- Ensure that individuals with necessary expertise are hired / recruited with proper back ground checks and police verification. Bidder to give undertaking that it will conduct police verifications for all appointments of its personnel appointed or to be appointed.	is it only for personnel deployed for PNB RFP?	yes, your understanding is correct.

95	19	4. 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:	xliv) Development, maintenance, customization, integration with other apps and periodical up-gradation of merchant application software, at no extra cost to the Bank	Development, maintenance, customization, integration with other apps is an open ended statement and such integrations attracts huge cost which can't be factored in monthly rentals. Hence, we request bank to relax this clause	Please be guided as per RFP
96	19-Point 35	4. Standard services to be delivered by the Bidder (s) for various Merchant Acquiring business products are	xxiv) Compliance to all our Bank guidelines along with guidelines of the Government of India, Regulatory bodies and the Schemes, at no extra cost to the Bank.	All present compliance requirements defined by the governing bodies/regulators would be complied with, however any new compliance requirements prescribed in the future would require to be addressed based on mutual commercial understanding. Request the bank to confirm our understanding.	Please be guided as per RFP

		illustratively listed below but are not limited to the following:			
97	19- Point 38	4. 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:	xxxviii) Permission to Bank to conduct Audit of data, books (relating to PNB), IT infrastructure etc. These Audits can be done by External agencies or Bank's agencies.	Request the bank to give advance intimation and agenda of audit	Please be guided as per RFP
98	20	5) The Bidder shall comply with / provide confirmation	v) 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	Charge back cost is with Bidder? Is there any separate commercial payable to bidder for this?	No

		n on the following:	conducting activities like charge back management, representment, retrieval, file uploads and download.		
99	20	4. Standard service to be delivered by the Bidder (s) for various Merchant Acquiring business products are illustrated below but are not limited to the following:	De-installation of a terminal is only to be initiated by Bank / Merchant; Bidder shall be responsible for the recovery of the terminals. Bidder should pick up the PoS terminal from merchant's location, subject to Merchant/ Terminal availability on the defined address/ location as per Bidder records within a maximum period of 5 bank working days from obtention of written approval for its de-installation from the Bank HO to Bidder HO. Bank will not be liable for any assistance or reimbursement in case terminal is not recoverable from the Merchant	Since bank is asking to deploy new terminals ,then support from bank should be given for terminal recovery or WDV recovery as it leads to huge capital loss for Service Provider. Please confirm	Please be guided as per RFP
100	21	5) The Bidder shall comply with / provide confirmation	k) Bidder should undertake all services being provided by L1 service provider exactly in same manner and at similar level and matches to the standards set by the other service provider. There should not be any laxity in this regard.	Will bank ensure standardization of Products across all vendors like Mobile Application, digital onboarding, Soft Pos, CBS API Integration, Brand EMI,Terminal Specs etc?	Please be guided as per RFP

		n on the following:			
101	21	5) The Bidder shall comply with / provide confirmation on the following:	kiii) Bidder to provide assistance to Merchants of POS terminal 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.	Will the bank pay for the Toll Free charges, if not, Bidder to be given flexibility to have toll pay number with assurance on TAT metrics for merchant service request or any other support needed.	Bidder to arrange the same on its own cost.
102	28	Evaluation and Award criteria. Point no.10	Bank reserves the right to decide on the qualification of the bidder and/or the consortium if there is a conflict of interest, which is in direct competition with the bank line of business and can have a direct / indirect impact on running the business	How bank will measure this since lot of aggregators/ player having Joint ventures with banks by taking their BIN's and that directly is a competition for bank?	Please be guided as per RFP
103	29	Local Content Certificate	27	Is the minimum local content overall applicable for the Bidder portfolio or it is specific to the scope for this RFP for the bidder?	Please be guided as per RFP
104	40 & 41	Annexure 1, Terms and conditions no 8	Penalty Clause	Please confirm if the penalty should be on adherence level, Minimum 90% to be adhered and max 300 rs/case for beyond cases if not adhered 90%	Please be guided as per RFP

105	41	9	Warranty and AMC	the bidder shall be responsible for the warranty / AMC for all equipment/ accessories. Against any defect arising from design, material, etc or any defect that may develop under normal use of supplies equipment during warranty period	Please confirm if there are any physical abuse or lost of terminals & accessories, repair charges needs to be recovered from merchant or would the bank reimburse the same to the service provider	Please be guided as per RFP
106	41		Annexure 1, Terms and conditions no 8 J	Penalty Clause	Preventive maintenance visits on all POS in first 15 days and once every quarter, We ensure at the time of installation that the device quality is checked and in proper condition. Also whenever the ticket is raised we ensure resolution within agreed TAT's, hence preventive maintenance visits will not be required	Please be guided as per RFP
107	52		Eligibility Criteria Point 2	CA Certificate- turnover/network	Only for operations from India- Whether any export of services from India will be considered as Indian operation?	Please be guided as per RFP
108	52		Eligibility Criteria Point 2 (iii)	The bidder should have positive net worth during the last three consecutive financial years mentioned above for which CA Certificate as per Annexure- IX and Audited Financial statements (Balance sheet and Profit & Loss statement) have to be submitted	Is the bank looking at only Positive Net Worth or also considering the fact that the bidder should be profitable (Net Profit) which will enable the Bank to have more reliable partner to work with	Please be guided as per RFP
109	53		Eligibility criteria Point no 4	The Bidder should have been in Merchant Acquiring Business and have installed and maintaining an average of 35000 POS terminals per year during last two financial years (FY 2022-23 & FY 2023-24) in Nationalized Bank/Scheduled Commercial Bank/RRBs/Joint	yes, your understanding is correct.	

			Ventures of scheduled commercial bank /Subsidiaries of scheduled commercial bank/BFSI/PSUs on Pan India basis		
110	53	Eligibility Criteria Point 5	CA Certificate	Is it any Practicing CA Certificate or Statutory auditor in case of bidder is a company	Please be guided as per RFP
111		Fraud Risk Liability align with FRM services	4. (xxiv)- 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	Please confirm if the Fraud risk liability is with bidder	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 be guided as per RFP
113		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
114	59	3. Minimum technical configuration of POS terminals - Android	Audio:1 Speaker & 1 Microphone	Microphone is not required in the POS Machine as the users do not use microphone. Hence we kindly request you to remove the microphone option or keep it as a optional.	Please refer corrigendum

115	59	B. Minimum technical configuration of POS terminals - Android	Battery: 2600mAh Rechargeable Battery	We Kindly request you to consider the higher battery capacity a minimum of 5000mah & higher for better POS Operations.	Please refer corrigendum
116	9	General Tender Details - Point 13 (Earnest Money Deposit)	Rs. 1crore* should be submitted online or in the form of Bank Guarantee (BG) before last date of bid submission in favor of Punjab National Bank, IT Division payable at New Delhi.BG should be valid up to 12 months from the date of submission of bid with claim period of another 06 months.	Request you to reduce the EMD amount	Please be guided as per RFP
117	13	Scope of Work, 1	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.	Will the bank not provide all exiting KYC centrally to enable swift onboarding ? Pls clarify	New bidder will be responsible for Risk analysis of existing merchant base, he will do all the formalities related to collection of KYC alongwith fresh agreement. Bank will help in providing the database of merchants to the newly selected bidder with merchant details such as name, address, branch name etc.
118	14	Scope of contract & deliverables- 3(ii)	POS Infrastructre of bidder should be compliant to PCI DSS /PA-DSS Indian equivalent standard	PA DSS should be made optional for companies who do not outsource infra /acquiring	Please refer corrigendum

119	15	Clause 3. Scope of work - Point 1	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.	Please explain the entire process of onboarding and installation	Please be guided as per RFP
120	16	Standard service s to be delivered by the Bidder (s) for various Merchant Acquiring business products, 4(iv)	Mandatory Services: Cash@PoS, BQR on POS (Static and Dynamic), NFC based payment, National Common Mobility Card (NCMC) card acceptance	Instead of BQR on POS, UPI QR on POS should suffice as it takes care of wider acceptability	Please be guided as per RFP
121	17	Clause 3. Scope of work - Subclause 4 (Standard service s to be delivered by the Bidder (s) for various Merchant Acquiring	Arrangement of Network Access Connectors (NACs): Bank will not bear the cost of NAC. Ensure adequacy of Bandwidth and provision for appropriate scalability of switching services, without any extra cost to Bank.	Please provide clarity on the NACs requirement	Please be guided as per RFP

		ng busine ss produc ts are illustra tively listed below but are not limited to the followi ng) Point - (xviii)			
122	21	The Bidder shall compl y with / provid e confir matio n on the followi ng, 5(xiv)	Turn Around Time (TAT) for Installation and repairs of POS terminals	TAT for installation of POS terminal should be considered only for leads whose KYC is completed and not for all leads attended. This is because merchants take time & repeated followup to complete KYC	Please be guided as per RFP
123	21	Clause 3. Scope of work - Subcla use 5 (The Bidder shall compl y with / provid e confir matio n on	MIS relating to usage at PoS - Timely alerts will be generated by Bidder and communicated through SMS/ Email facility to Merchant and the Concerned Branch Office. Level of volume of transaction for generation of alerts as described shall be 70%, 80% and 95% of limit envisaged at the time of sanction of concessional facility to the Merchant by the Bank and if the said limit is breached then the Bidder should apply the	Please clarify the requirement	Please be guided as per RFP

		the following) Point - xv)	default MSF rate on further transactions.		
124	29	Clause 27. PROCUREMENT THROUGH LOCAL SUPPLIERS (MAKE IN INDIA)	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.	Please confirm can the companies give it from a practising CA?	Please be guided as per RFP
125	30	Clause 28. PURCHASE PREFERENCE TO MSE	If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 30% of total value. Max. no of bidder's selection will remain same as mentioned in clause no 25, i.e. SELECTION OF OTHER BIDDER ALONG WITH L1.	Please provide a clarification for this point	Please be guided as per RFP

126	34	Clause 20. Termination of Agreement - Point 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:	Request you to keep the termination clause as mutual	Please be guided as per RFP
127	40	Penalty Clause , C	The Selected bidder has to install PoS/EDC terminal within five (5) days in case of Metro/Urban areas, seven (7) days in case of semi-urban areas and ten (10) days in case of rural areas after getting installation approval from the Bank.	AT should be made applicable from the date of receipt of complete KYC from the merchant	Please be guided as per RFP
128	41	Clause 8. Penalty Clause - Point (e)	Penalties at the rate of Rs 100/- per day per POS/EDC will be levied on selected bidder in case the POS/EDC is down for more than 24 hours in metro and urban areas, more than 48 hours in a semi-urban and 72 hours rural area. These penalties will be applicable if terminal is not working because of any reason attributable to the service provider / bidder which could, inter-alia, include malfunctioning of the POS/EDC machine, non-availability of consumables, non-operation of Server of the service provider, or due to deficiency or non-availability of services as stated in the scope of work. The Service Provider may provide temporary equivalent replacement as a	Request you to reconsider the penalty amount	Please be guided as per RFP

			workable solution to avoid the above penalty.		
129	48	Clause 33. Limitation of Liability	Vendor's aggregate liability under the Agreement shall be limited to a maximum of the Agreement value. For the purposes of this clause, Agreement value at any given point of time, means the aggregate value of the purchase orders, paid by bank to the Vendor that gives rise to claim, under this Agreement. 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:-	Request you please reconsider the clause and reduce the liability	Please Be guided as per RFP
130	49	Termination of Agreement- Point number 15	In case of termination of agreement, Bidder shall be responsible for handover of all related data of Merchant Acquiring Products such as (PoS, SoftPOS etc.) to new service provider/elected Bidder within 30 days of Bidder's affirmation, at no extra cost to the Bank.	Please provide clarity on softpos requirement	Information will be shared with Successful bidder
131	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.	Bidder to provide their own environment

132	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	No prior data is to be migrated to new bidder. Further please refer corrigendum for more clarity.
133	14	Scope of Contract and Deliverables: 3 (iii)	New Merchant Onboarding: The Bidder should start on-boarding of fresh merchants on POS terminals within a maximum period of 4 (four) months from the date of issuance of PO. This will include all aspects like development of Software, Switching, developme	Request bank to consider only type of device (for eg: Android POS) so that latest models can be offered.	Please be guided as per RFP
134	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	Please be guided as per RFP
135	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
136	17	Annexure - VI, Performance certificate	This is to certify that M/s _____ has successfully supplied or _____ maintained (No. _____ and make of POS terminals) to our organization	Request bank to consider only type of device (for eg: Android POS)	please refer corrigendum

			since_____ (no. of years).		
137	9	EMD	Rs. 1 crore * should be submitted online or in the form of Bank Guarantee (BG) before last date of bid submission in favor of Punjab National Bank, IT Division payable at New Delhi. BG should be valid up to 12 months from the date of submission of bid with claim period of another 06 months.	Bank to reduce the EMD amount to 5-10 lakhs for wider participation.	Please be guided as per RFP
138	13	Scope of Work	Bidder shall migrate all existing PoS merchants from the existing service provider to its own set-up and also on-board new merchants on acquiring platform by collection of KYC, onboarding form & other documents from the merchants afresh duly signed and stamped, at Bidder's cost. The cost of printing of application forms & other documents etc. will be borne by the Bidder.	Bank to clarify whether the KYC verification will be done by the Bidder or the bidder will integrate with Bank's verification system .	Please be guided as per RFP
139	43	Point 18. INDEMNITY	As mentioned in the Clause	This clause should be made mutual for both parties, as payee will incur loss due to breach of provisions of the agreement by the bank.	Please be guided as per RFP
140	44	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 the right for termination similar to this clause.	Please be guided as per RFP

141	47	Point 28. DISPUTE RESOLUTION / ARBITRATION	f, 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 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.	Please refer corrigendum
142	48	Point 33. LIMITATION OF LIABILITY	n 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
143	53	ELIGIBILITY CRITERIA	Bidder has to provide documentary evidence such as performance certificates from clients as per Annexure VI /letters/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 be guided as per RFP
144	53	ELIGIBILITY CRITERIA	Dedicated Merchant Help Desk support through Call Centre is to be provided by the Bidder during peak business hours of 7.00 A.M. to 11.00PM by deputing at least One (1) Customer Care Executive for every 1000 PoS terminals. Besides, the Bidder to make the IVRS services available on 24x7 basis for addressing concerns/complaints of merchants.	Request Bank to allow service support/merchant helpdesk support (9.30AM to 10PM) which is more than 12 hours.	Please be guided as per RFP

145	56	BIDDER'S INFORMATION	Turnover Rs.(in Lacs) from Indian Operations from sale of Networking Solutions/ Network Equipment/NI services	Request bank to clarify as there is no experience of sale networking solutions/network equipment/NI service required for this RFP	Please refer corrigendum
146	58	PERFORMANCE CERTIFICATE	This is to certify that M/s has successfully supplied or maintained (No. and make of POS terminals) to our organization since (no. of years).	Request bank to accept self-declaration as partner banks are not willing to share experience certificates on their letter head for bid submission.	Please refer corrigendum
147	36	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 unconnected with the organization for which the work is executed.	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 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.	Please refer corrigendum
148	96	Checklist	Certificate of Local Content – Class I Local Supplier – Bidder shall provide the self-certification that the item offered meets the local content requirement for 'Class-I local supplier'. 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' 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	Request to modify the clause to accept self-declaration from bidder instead of being certified by the statutory auditor/Cost auditor.	Please be guided as per RFP

			accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.		
149		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 guided as per RFP