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Pre bid queries Reponses: RFP for End-to End Solutions to Merchant Acquiring Business through supply, installation, maintenance and management of QR Codes & sound box at merchant establishments on monthly rental (OPEX model) as well as Capex model at applicable charges

Sr. No.	RFP Page No.	RFP Clause Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Bank remarks
1	59	Annexure 3 / Point 2	The Bidder should have an average turnover of INR 75 Crores (Rupees Seventy-Five Crores) for past three Consecutive financial years i.e. (FY2020-21, FY2021-22 & FY2022-23) from their Indian Operations. ii. For MSE/startup bidders should have an average turnover of INR 50 Crores (Rupees Fifty Crores) for past three Consecutive financial years i.e. (FY2020-21, FY2021-22 & FY2022-23) from their Indian Operations	Company Generating 3 Years Positive Revenue with 47Cr Turn Over Can Be Considered	Please refer corrigendum
2	59	Annexure 3 / Point 4	The Bidder Should be in the business of managing QR codes and have supplied and managed minimum 300000 QR code scanners and 10000 Sound boxes	need Clarity: 1) Company supplying QR & Sound Box to RRB's can be qualified as per the requirement. 2)	Please be guided as per RFP

			to at least one Nationalized Bank/ Scheduled Commercial Bank during the last 3 years under OPEX model	Any Number Exemption for the QR Code & Sound Box Total Deployment.	
3	60	Annexure 3 / Point 7	The Bidder should have their own Centralized Support Center in India for providing 24x7x365 support service, and Bidder should have support offices at all major cities of India, at least at the state capitals.	need Clarity: 1) Centralized Support is required 24X7X365 Virtually or On-Site. 2) Any Specific Office Locations	We clarify that: 1) Centralized support is required virtually and in case not resolved, then on-site. 2) Please be guided as per RFP
4	60	Annexure 3 / Point 8	QR Code Infrastructure of Bidder should be compliant to PCI-DSS/ PADSS standards and as per other industry's standard specifications	Bidder is a TSP / TPAP, Therefore does not require PCI / DSS. Also, The Bidder does not store any kind of data.	Please be guided as per RFP
5	60	Annexure 3 / Point 9	The Bidder should have certification from Master, Visa and NPCI	Bidder is a TSP / TPAP Certified from NPCI. Is it mandate to submit certification from Master, Visa.	Yes
6	46	Annexure 1 / Point 8	Penalty Clause	Penalty Clause Any Exemption / Reduction from Penalty Clause	Please be guided as per RFP
7	14	Scope of Work	Bidder should have deployed QR codes at least in one Nationalized Bank/ Scheduled Commercial Bank with trouble free operations.	Bidder with QR implementation on PG platform also eligible?	Please be guided as per RFP
8	21	For CAPEX Model:	Sound boxes shall be owned by the Bank and will be purchased as per quoted rates as and when required during the contract period. (2 Years of warranty and annual maintenance applicable depending on timely payment of rental	What if bidder is not able to match the prescribed cost of sound box defined by bank?	Bidder has to provide services as per quoted rates
9	22	55. The Bidder shall comply with the following:	(iv) 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.	Changeback liability should be on bank as the agreement is between the bank and the merchant	Please be guided as per RFP

10	59	4	The Bidder Should be in the business of managing QR codes and have supplied and managed minimum 300000 QR code scanners and 10000 Sound boxes to at least one Nationalized Bank/ Scheduled Commercial Bank during the last 3 years under OPEX model.	Can this be relaxed? It will be difficult for bidders who have started the QR business recently to have deployed 3Lakh QRs and 10K sound boxes	Please be guided as per RFP
11	59	ELIGIBILITY CRITERIA - SERIAL NO.2	i. The bidder should have an average turnover of INR75 crores (Rupees Seventy Five Crores) for past three consecutive financial years i.e; (FY2020-21, FY2021-22 & FY2022-23) from their Indian Operations. ii. For MSE / Startup bidders should have a average turnover of INR 50 Crores (Rupees Fifty Crores) for past three consecutive financial years i.e. (FY2020-21, FY2021-22 & FY2022-23) from their Indian Operations.	Request you to reduce the Average turnover to 30cr for past 3 consecutive financial years for MSE / startup bidders.	Please refer corrigendum
12	59	ELIGIBILITY CRITERIA - SERIAL NO.4	The Bidder should be in the business of managing QR codes and have supplied and managed 300000 QR code scanners and 10000 Sound boxes to at least one Nationalized Bank / Scheduled Commercial Bank during the last 3 years under OPEX model.	Our request is to expand the scope by including supply and manage 300000 QR codes and 10000 sound boxes to a Nationalised Bank / Scheduled Commercial Bank / Private Institution/ Private Small Banks and Fintech companies, under CAPEX model and OPEX model.	Please refer corrigendum
13		General query	Single Activity	We are the masters in operating QR codes activity, handling it for so many years now, the Sound box technology is relatively new and therefore, less years of experience, so our query is Can a Bidder participate only for one activity like only for QR Codes.	Please be guided as per RFP

14		General query	Separate vendors for different categories	Can separate vendors work on different activities of CAPEX / OPEX / QR CODE stand KIT.	Please be guided as per RFP
15		General query	QR Codes Standee Kits dispatch	General practice of banks are to courier the QR Code stand kit to the vendor directly and the vendors gets the kits activated therefore can we not follow the same process.	Please be guided as per RFP
16		General query	Call Centres	Call centres can operate from metro cities and manage PAN INDIA, so is there a need to set up call centre in every cities.	Please be guided as per RFP
17	59	Annexure III - Eligibility Criteria Pt. 4	The Bidder Should be in the business of managing QR codes and have supplied and managed minimum 300000 QR code scanners and 10000 Sound boxes to at least one Nationalized Bank/ Scheduled Commercial Bank during the last 3 years under OPEX model.	Request bank to ammend the clause as " The Bidder Should be in the business of managing QR codes and have supplied and managed minimum 150000 QR code scanners and 10000 Sound boxes to at least one Nationalized Bank/ Scheduled Commercial Bank/Fintech Companies during the last 3 years under CAPEX/OPEX model".	Please refer corrigendum.
18		General	SIM procurement and managed services	Please clarify if the procurement of sim and its managed services is in scope of selected bidder or bank	We clarify that Bidder has to procure sim card and is responsible for end to end solution.
19	60	Annexure III - Eligibility Criteria Pt. 9	The Bidder should have certification from Master, Visa and NPCI	We are certified with BHIM QR and UPI QR services. As a startup we request you to kindly accept undertaking for the certification of bharat QR which we will be	Please be guided as per RFP

				completing before Go-Live in case we are the selected bidder	
20	14	3- Scope of work	The QR Code should be connected to the Bidder's partner switch / Bidder's own switch directly for routing/accounting of transactions and then to the VISA/MasterCard/ RUPAY/any other (AMEX if desired by the Bank) for QR (Credit Card, Debit Card & UPI) OFF-US Transactions and to Bank's Switch for ON-US Transactions.	Please clarify on-us and off-us transactions in light of overall deliverables What is meant by bidder partner as sub-contracting is not allowed does this mean JV is allowed to participate in for switch function. Please clarify which switch are we referring to.	Bidder switch - The Switch which process the QR code transactions and route the request to NPCI VISA MASTER ETC for further processing. ON US transaction are those transaction which get processed through Bank switch
21	15	3- Scope of work	Bidder should provide flexible settlement cycles for QR code transactions through Credit Card , Debit Card & UPI etc.	What is meant by flexible payment settlement cycle?	Flexible settlement cycles means pay-out to the merchants can be in batches of a hours on T day or on T+1 basis as per bank's requirement
22	15	Point 1	To Set up / Manage / operate the Merchant Management Software thereby enabling the merchants for acceptance of payments through QR Code and other App. Based & merchant payment acceptance solutions, etc.	Please clarify which app are we referring to	Application that will be used to monitor QR code product transactions by our merchants on real time basis.
23	19	Point 30	Bidder to provide merchant application for self-onboarding via Do-it-Yourself digital journey	Please clarify self onboarding process is it meant only for Bank onboarding or only sandbox onboarding	Application is required for onboarding QR Code merchants
24	19	Point 40	Subcontracting is not permitted by the Bank. However, if due to some unavoidable circumstances, such requirement is needed in part or full, then Bidder shall obtain specific written permission from the Competent Authority of the Bank under whose jurisdiction RFP has been floated, before contracting any	Subcontracting is not permitted so does this mean that partner is allowed through JV	We clarify that Bidder shall obtain specific written permission from the Bank for subcontracting.

			work to subcontractors. Bank at its own discretion may permit or deny the same. Given Bidder's ultimate responsibility for the Services, if due to some unavoidable circumstances, sub contracting is required in part or full, then Bidder will intimate to the competent authority of the Bank in writing before contracting any work to subcontractors and seek Bank's approval.		
25	21	Point 48	Bidder has to generate BHIM QR /Bharat QR Code MID/TID on real time basis after receiving request from the Bank HO on or before 5:00 P.M. in the prescribed format of Bidder and soft copy of the QR code should be sent to the email ID/CBS/Lead sourcing portal as mentioned in the request of sourcing branch and merchant. After integration to Bank system the QR generation should be in real time.	Who will provide the QR format	Bank will provide the request as per the format provided by the bidder for generation of QR codes.
26	21	Point 50(b)	Sending In-App and SMS notifications to merchant in case of QR Transactions, without any extra cost to the bank	As per our experience banks takes the responsibility of SMS charges as banks preferred to send the SMS in specific format, please clarify if the bidder has to incur these charges	Bidder has to provide SMS services for QR code transactions.
27	21	Point 53	De-installation of a QR code is only to be initiated by Bank and the said activity is to be completed within one working day from the date of written approval for its de installation from the Bank HO to Bidder HO. Bank will not be liable for any assistance in this regard.	Please clarify if bank has finalized any deinstallation process is it to be done in person or through an app is the process valid for QR only or soundbox as wee.	De-installation process shall be provided by bidder
28	22	Point 55 (xi)	Turnaround time	We suggest: 1. TAT for attending lead generated	Please be guided as per RFP

				<p>by bank or bidder: Metro & Uban - 3 Bank working days Semi Urban - 3 Bank working Days Rural and NE regions - 3 bank working days 2. TAT for installation of QR code/soundboxes/standee Metro & Urban - 3 Bank working days Semi Urban- 4 bank working days Rural & NE regions- 5 bank working days 3. TAT for resolution of QR code/SOundbox complaints after lodging of complaints Metro & Uban - 2 Bank working days Semi uban- 3 Bank working days Rural & NE Regions- 4 Bank working days</p>	
29	22	Point 55(ix)	<p>Bidder should provide Dashboard facility to BO/CO/ZO/HO for QR Codes. Bidder should provide proper Lead Tracking system with complete details of merchant such as lead status and cases for non-conversions. Users should be able to download the PDF file pertaining to QR Codes. Bidder should provide the facility to upload/share for requisite files/information in the Dashboard.</p>	<p>is this only for QR codes or soundbox as well if yes please list down the features</p>	<p>Dashboard to be provided for all products related to QR code.</p>
30	73	Annexure XI	<p>MINIMUM TECHNICAL CUM FUNCTIONAL SPECIFICATIONS FOR QR CODE - Certifications</p>	<p>Point 8 - Certification applicable in India is only BIS other certifications mentions in RFP is for Chinese imported product please clarify as</p>	<p>Please refer Corrigendum</p>

				preference is given to class-1 local supplies as mentioned in RFP	
31	45		The bidder is required to mandatorily conduct quarterly preventive and breakdown maintenance activities to ensure (without any impact on day-to-day operations) to maintain uptime of 99.50% uptime on monthly basis covering 24*7*365 days.	We propose 99%	Please be guided as per RFP
32	45		Apart from maintaining uptime of 99.50%, for any breakdown / malfunctioning of Solution and any of the components or accessories or any system software issue etc., the resolution time is mentioned below	We propose 99%	Please be guided as per RFP
33	43	3 (a)	The successful bidder will have to submit Performance Bank Guarantee amounting to 10 % of the Contract value (Contract Amount after RA) awarded to the bidder, within one month of acceptance of purchase order & initially valid for a period of 48 months with claim period of another 12 months.	We propose to reduce the PBG value to 5% of the contract value as per generally acceptable practice	Please be guided as per RFP
34	43	3 (b)	The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial bank other than Punjab National Bank	Suggest to allow PBG approved and advised by Indian Scheduled Bank and issued by foreign bank as the same has been allowed in most of the public procurement tenders considering the global business environment	Please be guided as per RFP
35	59	Annexure III	ELIGIBILITY CRITERIA OF THE BIDDER Point-2 The Bidder should have an average turnover of INR 75 Crores (Rupees Seventy-Five Crores) for past three Consecutive	Point no 2- As per public procurement policy 2017 start-ups & MSE are exempted from turnover criteria and prior experience, only	Please refer corrigendum

			financial years i.e. (FY2020-21, FY2021-22 & FY2022-23) from their Indian Operations. ii. For MSE/startup bidders should have an average turnover of INR 50 Crores (Rupees Fifty Crores) for past three Consecutive financial years i.e. (FY2020-21, FY2021-22 & FY2022-23) from their Indian Operations	positive net worth certificate is required for startups and MSE to participate in public procurement tenders the clause in RFP restricts the startups to participate and is in contadiction to public procurment policy 2017. Request you to reconsider the clause and allow exemption to startups and MSE's with turnover and prior experience as othe PSU banks have exempted and allowed startups in this category.	
36	59	Annexure III	ELIGIBILITY CRITERIA OF THE BIDDER Point-4 The Bidder Should be in the business of managing QR codes and have supplied and managed minimum 300000 QR code scanners and 10000 Sound boxes to at least one Nationalized Bank/ Scheduled Commercial Bank during the last 3 years under OPEX model	As per public procuremnet policy 2017 startups & MSE are exempted from prior experience, the clause in RFP restricts the startups to participate and is in contadiction to public procurment policy 2017. Request you to reconsider the clause and allow exemption to startups and MSE's with prior experience as othe PSU banks have exempted and allowed startups in this category.	Please be guided as per RFP
37	73	Annexure XI	MINIMUM TECHNICAL CUM FUNCTIONAL SPECIFICATIONS FOR QR CODE - 10 - Communications	Please clarify the use case for WiFi	We clarify that Wifi Connectivity will be used in cases where SIM services are not available.
38	75	Annexure XII	Performa for indicative Commercial Offer - Point E	Please clarify the meaning of non-personalised QR Code also specify the material of standee	We clarify that Non personalized QR code are pre-printed QR codes for purpose of immediate issuance to merchants at branch level, these QR

					codes will be mapped to merchant account at the time of issuance. Material Plastic
39	75	Annexure XII	Performa for indicative Commercial Offer - Quantity of soundbox	Please provide clarity on number of soundboxes required as there is a mismatch in number mentioned in commercial offer against the proposed procuremnet of 40000 devices	We clarify that Annexure XII, Table A , Description H Sound box monthly charges with upfront charges for Sound box. Monthly rental payment with upfront charges. The rates to be quoted by service provider under OPEX model - Modified as 5000
40	46		Penalty Clause	Suggest that penalty clause should only trigger in case bidder is solely responsible in the SLA breach & the breach should not be of contibutory nature which involves delay on part of bank as well	Please be guided as per RFP
41	46		Penalty Clause	Penalty calculation shoyl d be based on seviarity level. Request bank to define the seviarity level	Please be guided as per RFP
42	16	Clause 13	Hosting of Merchant Management System (MMS) & it's hardware in a secured environment. If it is outsourced, the security and data integrity to be ensured and it would be the responsibility of Bidder.	Please specify if Sound Box Solution also include Platform / Backend solution (TMS, Middleware, MQTT etc) will be hosted at bidder's premises or it needs to be hosted in Bank's premises	Complete end to end solution at bidder's premise.
43	33	Clasue 27	Procurement through local suppliers	Sound Box Solution deployment comprises of Sound Box Hardware, Terminal Application and Backend platform. Local value additions are made in all the above three components.Will the local content	We clarify that whole solution should comply the minimum local content of atleast 20%.

				percentage be calculated as percentage of local content in all above mentioned three components?	
44	73	Annexure -XI, Minimum Technical cum Functional Specifications for Sound Box	Specification 8, Certifications	The certifications mentioned are not relevant to operate in Indian Context. It is mandatory in India to have BIS Certification for IoT Devices. Request you to amend the certification requirement to BIS.	Please refer Corrigendum
45	75	Annexure - XII, Performa for Indicative Commercial offer	Digital Dynamic QR code on standee including integration. One-time charge to be paid by Bank to service provider. The rates to be quoted by service provider under OPEX model.	Is the Digital Dynamic QR Display Device (standee) also part of scope of the tender. If yes, please specify the specifications like screen size, etc.	Please refer corrigendum
46	9	5. General Tender Details	Last date and time for Online bid submission (both Technical & Commercial) (Hash submission)	Request the bank to provide an extension of atleast 15 days for the bid submission	Please be guided as per RFP
47	13	2. PURPOSE OF THE PROJECT:	The number of bidders finally empaneled will be the sole discretion of the Bank.	other than the bidders selected by the bank, is the bank also looking at empanelling other non-successful bidder as part of this RFP?	Please be guided as per RFP
48	15	3. SCOPE OF WORK point no xiii	xiii.Bidder to provide generic /Non personalized QR code	Request the Bank to clarify these Qrs will be specific to UPI or BQR 4.0?	Both are required
49	14	SCOPE OF WORK point no viii	Bidder should have a Merchant Helpdesk Support through dedicated Call Centre(s) for QR Codes, preferably at Delhi NCR for attending to the queries & complaints of the	Shared infrastructure to be considered for merchant helpdesk with assurance on merchant service	Please be guided as per RFP

			Merchants. Bidder shall also handle the settlement and payment related queries raised by the Merchants of the Banks.	delivery on all technical & non technical quires.	
50	15	SCOPE OF WORK point no xvii	Bidder should provide flexible settlement cycles for QR code transactions through Credit Card , Debit Card & UPI etc.	Need more details whether is will be multiple settlement cycles at bank level, mid level, product level?	Settlement cycle should be as per Bank and Merchant requirement.
51	16	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 Page no 16 point no 4	The service provider should provide Value Added Services through QR codes and any other new feature which may come in use in future at no extra cost to Bank.	What will be VAS apart from Soundbox	We clarify that any new feature requirement from regulator side that may come up in future to be provided at no extra cost to the bank.
52	16	Standard services to be delivered by the Bidder(s) for various Merchant Acquiring business products are illustratively listed below but	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 the Bank to clarify whether the Bank expecting to recover charges from merchant settlement or just to provide MIS for the recoverable	Both

		are not limited to the following Point no 7			
53	17	Standard services to be delivered by the Bidder(s) for various Merchant Acquiring business products are illustratively listed below but are not limited to the following Point no 18	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 11.00 PM by deputing sufficient Customer Care Executive with wait time not exceeding 2 minutes. Besides, the Bidder to make the IVRS services available on 24x7 basis for addressing concerns/complaints of merchants, without any extra cost to Bank.	Shared infrastructure to be considered for merchant helpdesk with assurance on merchant service delivery on all technical & non technical quires.	Please be guided as per RFP
54	17	Point no 20	20. Maintaining record of all successful and unsuccessful transactions logs in a secured environment and sharing the same with Bank on a daily basis. Service provider will retain the records for a period as per the specifications given by Bank from time to time and regulatory guidelines.	Since the data will be provided to the bank on a daily basis, request the bank to suggest a Maximum period for retention of data at the bidders end to manage the chargeback and other operational queries, where the retention period should not be more than a period of 6 months	Please be guided as per RFP
55	19	Standard services to be delivered by the Bidder(s) for various Merchant Acquiring	Subcontracting is not permitted by the Bank. However, if due to some unavoidable circumstances, such requirement is needed in part or full, then Bidder shall obtain specific written permission from the Competent Authority of the Bank under whose jurisdiction RFP has been floated, before contracting any	Subcontractors are engaged from time to time by the bidders to provide the services as required in the RFP. Request the bank to allow the Bidder the right to subcontract activities as deemed necessary by the bidder under intimation to the bank, while	Please be guided as per RFP

		business products are illustratively listed below but are not limited to the following Point no 40	work to subcontractors. Bank at its own discretion may permit or deny the same. Given Bidder's ultimate responsibility for the Services, if due to some unavoidable circumstances, sub-contracting is required in part or full, then Bidder will intimate to the competent authority of the Bank in writing before contracting any work to subcontractors and seek Bank's approval.	the entire liability of the same would be on the bidder as per the agreement with the bank. Request the bank to accept our submission and modify this clause accordingly.	
56	21	For CAPEX Model Point no 54.	(2 Years of warranty and annual maintenance applicable depending on timely payment of rental)	Request the bank to clarify on the AMC term as he same seems is not clearly defined	Please refer corrigendum
57	22	Point no X	Bidder to provide assistance to Merchants of QR Codes for their enquiries and resolution of grievances through All India Toll Free Number. The resolution of complaints must be made within time frame as specified in TAT.	Bidder to be given flexibility to have toll free/ toll pay number with assurance on TAT metrics for merchant service request or any other support needed	Assistance should be provided through toll free number only
58	21	Point no 54	Sound boxes shall be owned by the Bank and will be purchased as per quoted rates as and when required during the contract period. (2 Years of warranty and annual maintenance applicable depending on timely payment of rental)	Bank to consider for any physical damage to the terminal or loss of terminal / any other peripherals by merchant will be repaired at predefined rates and will be charged to bank during warranty period	Please refer corrigendum
59	44	In case of CAPEX Model of QR code with Soundbox Point no 7	100% payment of one-time charges will be made upon successful delivery and installation of Sound box at the end of the month based on Invoice raised by Bidder.	For Soundboxes supplied to the bank on CAPEX Model, this payment term should be restricted to delivery of the device to the bank only and not linked to Installation at merchant location. Request the bank to please modify this clause.	Please refer corrigendum

60	44	Penalty Point no 8	Various penalties are given under this clause	Bidder request the Bank to clarify all the penalties, charges, liquidated damages or fine imposed on the bidder shall be limited to 10% of monthly billing.	Please be guided as per RFP
61	45	8	If any critical component of the entire configuration setup is out of service, then the bidder (IF ANY) shall either immediately replace the defective unit (with new one) or replace it at its own cost or provide a standby, on immediate basis, not more than 2 hours, The bidder should maintain proper inventory of standby components/ setup for early resolution of issues	need clarification on TAT for deployment , service request & de-installation , sundays & public holidays to be considered for TATs TAT for service calls is 2 hrs of receiving the complaint at Helpdesk & Minimum adherence is 99.5% . We request bank to relook at this clause	Please be guided as per RFP
62	49	Insurance Point no 9	The hardware/equipment to be supplied under the contract period shall be fully insured till installation of the system or up to 30 days after the delivery of the system, by the bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation	"Upto 30 days after the delivery of the system" would apply to terminals in the warehouse or in transit only. The insurance clause is void once the terminal is successfully installed. Request the bank to clarify our understanding	Please be guided as per RFP
63	49	WARRANTY and ANNUAL MAINTENANCE CONTRACT (AMC): Point no 10	Delivery of all equipment should be within 15 days from date of placing of order	request the bank to provide 30 days for the delivery of the device from the date of placing the orde	Please be guided as per RFP
64	49	Insurance Point no 9	Insurance to be fully covered by bidder till installation or 30 days of delivery.	Under Capex model (will bank will procure terminals), the insurance has to be taken by bank only.	Please be guided as per RFP

65	49	WARRANTY and ANNUAL MAINTENANCE CONTRACT (AMC):Point no 10	Delivery of equipment has to be done within 15 days, post 15 days, there will be penalty of 1percent of total equipment per week.	Bidder needs clear projection for next 6 months to meet the TAT requested. Kindly reconsider the penalty amount.	Please be guided as per RFP
66	49	WARRANTY and ANNUAL MAINTENANCE CONTRACT (AMC): Point no 10.b	The TAT for repair is 5 days of receiving the device at repair centre. Maximum TAT from receipt of device at repair centre to delivery at TSP is 10 days	Considering the courier movements across difficult terrain , considering for 7 days to be given for locations except urban locations	Please be guided as per RFP.
67	51	ANNUAL MAINTENANCE CONTRACT of Procured devices:	The successful bidder has to enter into an AMC agreement with the Bank initially for two years .The bidder has to provide AMC for the procured devices as per scope of work. The AMC will start after expiry of the warranty period of the respective equipment.	Since the contract is for a term of 2 years, post the completion of the contract, the Bidder would be able to provide the AMC out of its repair centres only with the responsibility of the terminal movement to and from Merchant location to the repair centre arranged for by the bank. Please confirm our understanding	We clarify that Bidder has to provide the movement facility.
68	50	Point no 10.f	Bank shall not pay any repair charges if the device to be repaired within 90 days from the last date of repair	Bidder will provide warranty of 30 days on the repaired spare part only. Any new fault will be considered as fresh one.	Please be guided as per RFP
69	50	Point no 10.b	Warranty: Bidder will bear the cost of courier from repair centre to TSP centre.	As per industry practice, any courier movement for bank owned devices, request the Bank to consider cost of courier	Please be guided as per RFP

70	56	Limitation of Liability Point no 34	Vendors aggregate liability shall be limited to maximum of the agreement value	Bidder request the Bank that the aggregate liability of vendor shall not exceed 100% of Annual contract value	Please be guided as per RFP
71	53	Termination of Agreement Point no 20.1-	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 the bank to provide 180 days Notice and 90 days Cure period	Please refer corrigendum.
72	53	TERMINATION OF AGREEMENT Point no 20. 2	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.	1.Request the bank to provide 180 days Notice ,Also request the bank to provide a reciprocal termination rights to the Bidder as well 2.Bidder request the Bank that there should not be a termination for convenience unless default, if any	Please refer corrigendum
73	13	Purpose of Project	we currently have around 6.5 lacs Bharat QR codes and 4.5 lacs Bhim QR codes deployed by existing service providers. After selection of new service providers, the migration of existing QR codes may require to be done by New Vendor(s)	Can Bank share data on average monthly transaction/ avg monthly transaction value done on this QR base with detail on average activity ratio (how many QR/Terminals are transacting every month on installed base)	Please be guided as per RFP
74				Please clarify if scope is same as for Opex Model minus the terminal ownership.	We clarify that, Yes it is the same.
75	13	2. PURPOSE OF THE PROJECT	Bank will enter into a Rate Contract for a period of 02 (two) years from the go live date or 4 months after the issuance of LOI/PO whichever is earlier. which may further be extended for	Not acceptable. The bank and the Bidder shall mutually accept such a term extension.	Please be guided as per RFP

			two terms of one year each based on the satisfactory performance of bidder and at Bank's sole discretion on same rates & terms and conditions. Go live date will be the date by which implementation of deliverables.		
76	14	Scope of Work		Request Bank to clarify scope of work. Is Bank expecting Platform/TMS also to be included as part of service or will Bank will be using SoundBox/QR platform from a different vendor?	We clarify that End to end solution to be provided by bidder.
77	14	Scope of Work		Is MQTT part of scope of service?	We clarify that End to end solution to be provided by bidder
78	16	3. 4. SCOPE OF WORK:	The service provider should provide Value Added Services through QR codes and any other new feature which may come in use in future at no extra cost to Bank.	Not acceptable. Any additional VAS shall on the prices as mutually agreed by the parties	Please be guided as per RFP
79	16	3. 9. SCOPE OF WORK:	To develop, customize and periodical up-gradation of QR application software, from time to time, as per requirement of the Bank and in compliance to the guidelines issued by the Government of India, Regulatory authorities viz. RBI, DFS, MEITY, etc. and Scheme Fees viz. VISA/MasterCard/RUPAY etc., without any extra cost to Bank .	Not acceptable. Any regulatory requirements that makes the Bidder's products to undergo customisation shall be done upon the prices as mutually accepted by the Parties.	Please be guided as per RFP
80	16	3. 12. SCOPE OF WORK:	To upgrade the QR 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 .	Not acceptable. Any such upgrade shall be upon the costs as mutually accepted by the parties.	Please be guided as per RFP

81	17	Scope of Contract and Deliverables	The bidder is required to place 1 (One) Project Manager and 1 (One) Technical Manager at Bank's Head Office and 1 (One) dedicated Project Manager/Relationship manager/Sales representative mapped with each Zone and Circle as per requirement of the bank without any extra cost to the Bank. Currently, our bank has 22 Zones and 139 Circles. These dedicated officials will be responsible for and will cover 54 Customer Acquisition Centers along with 139 Circle Offices of the Bank	Request Bank to clarify requirement on Zones and Circle. Does Bank expect 1 resource to be mapped and handle all regional zones and circles? Or does Bank want 1 dedicated manager for each zone/Circle?	Please be guided as per RFP.
82	17	3. 22. SCOPE OF WORK:	Providing periodical MIS, Exception reports, suspicious transaction reports to the Bank, keeping liaison with the Card schemes, UPI networks and Card issuers for resolution of disputes. Provide reports as per format required by regulatory bodies/Government department etc. at no extra cost to the bank.	Not acceptable. Any regulatory requirements that makes the Bidder's products to undergo customisation shall be done upon the costs as mutually accepted by the Parties.	Please be guided as per RFP.
83	18	Scope of Work . Point 27	Migration of existing QR codes:	Require more time for migrating the 6.5 Bharat QR and 4.5 Bhim QR Code. This will involve printing and distribution activities.	Please be guided as per RFP
84	18	Scope of Work	Bidder is required to bear entire Fraud & Risk Liability and also to provide effective Fraud & Risk management services. Addressing of charge backs, if any arises, will be to the account of the Bidder and all other issues like collection of charge slips, making representation etc. shall also be managed by the Bidder	Request Bank to amend clause to include the relevant risk will be managed and agreed as per mutual agreement on a case by case basis	Please be guided as per RFP

			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		
85	19	3. 33. SCOPE OF WORK:	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.	Not acceptable. Any regulatory requirements to be adhered by both the Bank and the Bidder shall be on the costs as mutually acceptable by the parties.	Please be guided as per RFP
86	19	3. 40. SCOPE OF WORK:	Subcontracting is not permitted by the Bank. However, if due to some unavoidable circumstances, such requirement is needed in part or full, then Bidder shall obtain specific written permission from the Competent Authority of the Bank under whose jurisdiction RFP has been floated, before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same. Given Bidder's ultimate responsibility for the Services, if due to some unavoidable circumstances, sub-contracting is required in part or full, then Bidder will intimate to the competent authority of the Bank in writing before contracting any work to subcontractors and seek Bank's approval.	Not acceptable. The bidder does involve third parties and subcontract work and intimating the Bank before each and every hire would not be feasible.	Please be guided as per RFP
87	21	3. 47. SCOPE OF WORK:	Development, maintenance, customization, integration with other apps and periodical up-gradation of QR merchant application software, at no extra cost to the Bank.	Not acceptable. Any such development and/or upgrade shall be on the costs as mutually accepted by the parties.	Please be guided as per RFP
88	21	3. 50.d. SCOPE OF WORK:	Development, maintenance, customization, integration and periodical up-gradation of back-	Not acceptable Any such development and/or upgrade shall	Please be guided as per RFP

			end system for processing of ETC transactions coming from the switch/system acquired by us, as per procedural guidelines issued by RUPAY, without any extra cost to the Bank.	be on the costs as mutually accepted by the parties.	
89	23	56	The bidder is required to place 1 (One) Project Manager and 1 (One) Technical Manager at Bank's Head Office as per requirement of the Bank, without any extra cost to the Bank. Bidder must have 1 dedicated Project Manager/Relationship manager/Sales representative mapped with each Zone of the bank. Currently, our bank has 22 Zones. These dedicated officials will be responsible for and will cover 54 Customer Acquisition Centers along with 139 Circle Office.	Not acceptable. Cost for Bidder's dedicated resources shall be as mutually agreed by the parties	Please be guided as per RFP
90	38	34. Force Majeure	Provided further that in case of delay of Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the Agreement and the Bank shall have the right to terminate this Agreement without giving any further notice to the Vendor. Bank reserves the right to assign the work to other Vendor without any consequences and claims.	Not acceptable. In case of a Force Majeure situation, both parties shall mutually decide on the feasibility of performing services under the Contract.	Please be guided as per RFP
91	39	41. Pre Dispatch Inspection	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.	Bank to provide prior written intimation to the bidder before such inspection	Please be guided as per RFP

92	40	44. Right to Audit	All records with respect to any matters covered under this RFP/SLA shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The said records are subject to examination.	Bank to provide prior written intimation to the bidder before such inspection	Please be guided as per RFP
93	43	Annexure I - 2. Terms And Condition - Duration of Contract	Bank will enter into a Rate Contract for a period of 02 (two) years from the go live date or 4 months after the issuance of LOI/PO whichever is earlier, which may further be extended for two terms of one year each based on the satisfactory performance of bidder and at Bank's sole discretion at the same rates and terms & conditions	Not acceptable. Any extension of the term of the contract shall be as mutually accepted by both the parties	Please be guided as per RFP
94	43	Annexure I - 2. Terms And Condition - Duration of Contract	Sub-contracting of Bidder for any activity under this project is not permitted.	Not acceptable. Bidder is required to conduct the day to day activities through its subcontractors.	Please be guided as per RFP
95	43	Annexure I - 3. Terms And Condition - Performance Bank Guarantee	The successful bidder will have to submit Performance Bank Guarantee amounting to 10 % of the Contract value	Bank to consider 6% of the contract value	Please be guided as per RFP
96	50	Warranty	The selected Bidder shall support the product and its associated items/components including OS/firmware during the period of warranty and AMC (if included in purchase	Request Bank to clarify what is period of warranty Bank is expecting as part of commercial proposal (1/2/3 year and so on)	Please refer Corrigendum

			order) as specified in Scope of work in this RFP from the date of acceptance of the product by the bank		
97	52	Annexure I - Terms And Condition 16. Visitorial rights	The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.	Not acceptable. Bank to provide prior intimation before any such inspection	Please be guided as per RFP
98	53	Annexure I - Terms And Condition 20. (5) Termination of Agreement	In case of termination due to reasons attributable to the Vendor as decided by the Bank, Bank reserves the right to allot the remaining work to another Vendor of its choice on such terms and conditions as it may deem fit. Any financial liability including costs, charges, expenses which the bank incurs on this account, shall be payable by the Vendor.	Not acceptable. Any costs that the Bank incurs post termination of the Contact shall be as mutually accepted by both parties	Please refer Corrigendum
99	55	Annexure I - Terms And Condition 30. Patent rights	The Supplier shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity.	Not acceptable. Any replication that the Bank seeks for the softwares supplied by the Bidder shall only be done post taking written consent for the same from the Bidder	Please be guided as per RFP
100	74	Annexure-XII	Commercial Format	Request Bank to clarify what it means by Unit Rate and how is TCO calculated for Table A. Is it monthly	Please refer Corrigendum

				rate x number of months + all one time charges. Request clarification	
101	74	Annexure-XII	Commercial Format	There is discrepancy in the model/line items detailed in commercial format with the estimate given in Purpose of the Project section on Pg13. Request Bank to clarify on the make/model of SoundBox terminal expected and keep it uniform throughout to quote prices better	please refer corrigendum
102	74	Annexure-XII	Table B	Request Bank to clarify what does it mean by Dynamic QR? It is usually part of SoundBox setup. Does Bank expect the dynamic capabilities without the Soundbox voice callouts?	Dynamic QR code Generation for merchants such as electricity boards , municipal corporations etc , The QR needs to be generated in Bills of such merchants
103	74	Annexure-XII	Table B	Request Bank to clarify what does it mean by Dynamic QR? It is usually part of SoundBox setup. Does Bank expect the dynamic capabilities without the Soundbox voice callouts?	Dynamic QR code Generation for merchants such as electricity boards , municipal corporations etc , The QR needs to be generated in Bills of such merchants
104	86	ANNEXURE-XV(a)	Restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such	We request Bank to relax the criteria. There are very limited OEMs who are fulfilling this criteria which will in turn affect the number of participations in the RFP.	Please be guided as per RFP

			contractor is registered with the Competent Authority		
105		Bill of Material		Request Bank to provide a Bill of Material detailing technical specification of solution it is expecting to be delivered (both hardware and software)	Please be guided as per RFP