

RFP FOR PROVIDING SWITCHING SOLUTION FOR POINT OF SALE (POS) ACQUIRING BUSINESS
RFP REF: CO:DBD:MAC:36:2021-22 DATED 09/02/2022

Annexure II – Amendment Corrigendum

SI No	RFP Reference	Details provided in RFP	Query/Changes Requested	Amended Clause
1	Schedule Page No: 2 Clause no: 4	Last Date & Time for submission of Bids in Online & Offline Mode 03/03/2022 at 03:00PM Address for physical submission Asst. General Manager Indian Bank, Head Office: DBD, Ground Floor 66, Rajaji Salai, Chennai, Pin-600001 Online submission web link: https://www.tenderwizard.in/indianbank	Request last date of submission to be extended by 25th March 2022. Considering the scope of the requirement and the complexities involved, request the bank to provide an extension of at least 15 Working Days post publishing the Clarification Response for the Submission of Bid.	Please adhere to the terms of RFP.
2	Functional and Technical Requirements Page No: 19 Clause no: 2(v)	Accepting the complete liability & responsibility of merchant transaction, Risk, Chargeback etc.	There are multiple parties involved, moreover merchants are sourced by Bank branch/Aggregators. Then how can merchant/transaction risk is owned by TSP.	Please adhere to the terms of RFP.
3	Service Level Agreement (SLA) {Liquidated damages} Page No: 20 Clause no: 3	Any delay in completing any or all will attract penalty at the rate of Rs. 10,000/- (Rupees Ten thousand only) per completed week or part thereof.	Timeline in weeks should be calculated from the time Slot is made available by the schemes and not from PO date. It is Banks responsibility to open the project with scheme and not TSPs. Such penalty to be imposed for delays due to reasons attributable to the Vendor. Also exclusions such as force majeure, Natural calamities, Act of	Please adhere to the terms of RFP.



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			God etc to be considered. Also Bank should use its influence with schemes to fastract/waive off certification process	
4	Service Level Agreement (SLA) Page No: 20	Timelines for implementing. Activity B	Please reconsider as average time taken for NCMC certification is anywhere between 8 to 16 weeks. And if there is a delay from the scheme side who will bear the penalty?	Please adhere to the terms of RFP.
5	Page No: 20 & Page No: 77	SLA -Penalties for delayed implementation, Penalties for server uptime & penalties for delay in delivering and liquidated damages	All penalties and liabilities shall be limited to 10 % of monthly billing	Please adhere to the terms of RFP.
6	Service Level Agreement (SLA) {Payment Terms} Page No: 21 Clause no: 2	Successful & Business decline transactions	PI add "technical declines due to Bank host / system downtime" Bidder requests the Bank to clarify on the components of transaction count. Does decline from the issuer also considered as successful transactions.	Payment will be made on monthly basis for Successful transactions, Business decline transactions & Technical decline transactions from Issuer Bank. Necessary documents has to be produced with each month payment invoice.
7	Service Level Agreement (SLA) {Service Level Penalties} Page No: 21 Clause no: 4	The liquidated damages / penalty shall be deducted / recovered by the Bank from any money due or becoming due to the Successful bidder under this purchase contract or may be recovered by invoking of Bank Guarantee or otherwise from bidder or from any other amount payable to the Successful bidder in respect of other	penalty Set off is to be removed as such is not a standard practice. Also all contracts have its own P&L and setting off will make the vendor non sustainable	Please adhere to the terms of RFP.



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		Orders. Levying Liquidated damages is without prejudice to the Bank's right to levy any other penalty where provided for under in the contract.		
8	Service Level Agreement (SLA) {Payment Terms} Page No: 21 Clause no: 5	The selected bidder shall raise the invoice on a monthly basis along with all required documents like details of transaction count, active TID count, Monthly Uptime Report etc. The payment shall be released within 15 days of receipt of correct invoice and after verification of related data/documents.	Bidder requests the Bank to clarify whether there is any penalty or interest that can be charged by the successful bidder if the period goes beyond 15 days?	Please adhere to the terms of RFP.
9	Service Level Agreement (SLA) {Service Level Penalties} Page No: 21 Clause no: 6	Penalty / Liquidated damages are not applicable for the reasons attributable to the Bank and Force Majeure.	kindly amend the clause as "Penalty / Liquidated damages are not applicable for the reasons attributable to the Bank, Force Majeure or for reasons not attributable to the vendor". For e.g. delay from Scheme is not in control of the vendor.	Please adhere to the terms of RFP.
10	Basic Eligibility Page No: 22 Clause no: 5(1)	The Bidder should be a Private/Public Limited Company having legal existence in India for the last 5 years as on 31.03.2021. In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original partnership firm/limited company can be taken into consideration.	M/s XYZ is Fintech start-up company and commenced since 2019. Our submission is to modify to three years as fare opportunity should be given to fintech start-ups.	The Bidder should be a Private/Public Limited Company having legal existence in India for the last 3 years as on 31.01.2022. In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original partnership firm/limited company can be taken into consideration.



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11	Basic Eligibility Page No: 22 Clause no: 5(2)	The Bidder should be a profit making company and should have earned Net Profit in last three preceding Financial Years as per the audited Financial Statements and should have a positive Net Worth of at least 10 Crores.	M/s XYZ's submission is to keep in mind fintech companies are registered from 2019 onwards. Our submission is to relax the profit making and make turnover to 3 Crore. PI remove Profitability clause as due to Covid situation, we have incurred loss in FY20-21. Kindly change to positive net worth for last 3 years	The Bidder should have a positive tangible Net Worth from business in India during the last two consecutive Financial Years (FY 2019-20 & 2020-21).
12	Basic Eligibility Page No: 22 Clause no: 5(3)	The Bidder should have a minimum Business Turnover of Rs. 10 Crores during last 3 Financial Years.	M/s XYZ's submission is to keep in mind fintech company. Our submission is to relax the profit making and just add minimum turnover to 3 Crore.	The Bidder should have a minimum Business Turnover of Rs. 3 Crores during the last two consecutive Financial Years (FY 2019-20 & 2020-21).
13	Basic Eligibility Page No: 23 Clause no: 5(5)	Bidder should have at least 5 years of experience in providing service to at least 3 Public Sector Banks in PoS switching (transaction processing) service of Card and Cardless transaction including Onus, MasterCard, VISA, RUPAY, UPI.	M/s XYZ's submission to relax two minimum schedule commercial Bank or 1 Payment Banks experience. we serve the largest Public Sector Bank in India whose volume of terminals is more than 7 lacs. Hence we request you to change 3 PSU Banks to 3 scheduled commercial Banks with at least 1 PSU Bank.	Bidder should have at least 3 years of experience as on 31.01.2022 in providing service to at least 3 Scheduled Commercial Banks in PoS switching (transaction processing) service of Card and Cardless transaction including Onus, MasterCard, VISA, RUPAY, UPI.



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14	Basic Eligibility Page No: 23 Clause no: 5(7)	Bidder should be having minimum 10 Lac PoS/mPoS/PC POS/SoftPoS/Bharat QR active terminals connected to its PoS acquiring switch as on 31.01.2022.	M/s XYZ request to relax till 5 lakhs POS Terminals.	Bidder should be having minimum 5 Lac PoS / mPoS / PC POS / SoftPoS /Bharat QR active terminals connected to its PoS acquiring switch as on 31.01.2022.
			Since this is switching RFP, the number of transactions have to be considered instead of the TID count. Bidder requests the Bank to reconsider and modify the Criteria as below to suit the RFP requirement: <i>"Bidder should have processed minimum 12,00,000 Transactions per month from its own PoS acquiring switch as on 31.01.2022"</i> .	
15	Basic Eligibility Page No: 23 Clause no: 5(8)	Bidder's PoS acquiring Switch should have the capacity to process minimum 100 transactions per second (TPS).	While we process much higher TPS, there is no such audited report for the same. We request you to accept undertaking by CTO/CEO	Bidder's PoS acquiring Switch should have the capacity to process minimum 100 transactions per second (TPS). Auditor certified copy or self-declaration from the CTO of the bidder should be submitted.
16	Basic Eligibility Page No: 23 Clause no: 5(9)	Bidder must be in merchant sourcing activity and perform accordingly as per Bank's requirement.	This clause is to be removed as Merchant sourcing is not part of SOW of this RFP. In fact, bidders who are also provide merchant sourcing for other Banks should be disqualified as Banks profitable merchants may be transferred to other Bank where such bidders get higher revenue	Please adhere to the terms of RFP.



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17	<p>Basic Eligibility Page No: 23 Clause no: 5(10)</p>	<p>Bidder must not be in Joint Venture or consortium with other financial institutions to prevent conflict of interest with Indian Bank. This mandate is to avoid the threat of sharing CASA merchant base shifting from Bank to bidder's joint Venture.</p>	<p>M/s ABC has a JV with Largest PSU Bank in the country where we work as a TSP. M/s ABC provides TSP services to other commercial Banks in the country. Data integrity and confidentiality is maintained for all clients. Bank can sign a confidentiality agreement as well as conduct information security audits. We request you to remove this clause</p>	<p>Please adhere to the terms of RFP.</p>
18	<p>Technical Eligibility Page No: 24 Clause no: 16</p>	<p>Bidder's primary Data Centre should be Tier 4 Data Centre</p>	<p>We request you to amend as tier 3 Data centre.</p>	<p>Bidder should have Tier 3 Primary Data Centre & Disaster Recovery Centre in India in different seismic zones, capable of providing all types of services with respect to PoS operations in India.</p>
19	<p>Technical Eligibility Page No: 25 Clause no: 16</p>	<p>The Bidder's switch be certified by schemes for acquiring DCC transactions for at least 5 Banks in India with functionality for at least 150 currencies.</p>	<p>PI amend as "The Bidder's switch be certified by schemes for acquiring DCC transactions for at least 1 PSU Bank in India with functionality for at least 25 major currencies"</p>	<p>The Bidder's switch be certified by schemes for acquiring DCC transactions for at least 3 Scheduled Commercial Banks in India with functionality for at least 25 major currencies.</p>



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20	<p>Technical Eligibility Page No: 25 Clause no: 17</p>	<p>The Bidder's switch should be certified for SoftPoS Tap-n-pay transactions for at least 2 Public Sector Banks & 2 Private Sector Banks.</p>	<p>M/s XYZ submission is to relax to minimum one Bank as the same solution is new in country.</p> <p>PI amend as "The Bidder's switch should be certified for SoftPoS Tap-n-pay transactions for Visa, mastercard & RuPay for at least 1 Public Sector Banks & 2 Private Sector Banks"</p>	<p>The Bidder's switch should be certified for SoftPoS Tap-n-pay transactions for at least 3 Scheduled Commercial Banks.</p>
21	<p>Technical Eligibility Page No: 25 Clause no: 18</p>	<p>The bidder should have been underwriting & owning up chargeback for at least 3 Public Sector Banks & 3 Private Sector Banks in India.</p>	<p>M/s XYZ is a processor and it's present bank manages the underwriting of merchants. M/s XYZ submission is to relax the same and can say team should have experience of underwriting.</p> <p>PI amend as "The bidder should have been underwriting & owning up chargeback for at least 1 Public Sector Banks & 3 Private Sector Banks in India"</p>	<p>The bidder should have been underwriting & owning up chargeback for at least 3 Scheduled Commercial Banks in India.</p>



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22	<p>Technical Eligibility Page No: 25 Clause no: 19</p>	<p>The bidder should be having direct connectivity with at least 2 Public Sector Banks & 4 Private Sector Banks for onus credit cards/ Debit cards/CUG cards/other switches.</p>	<p>Bilateral arrangement can be allowed through third party companies or can later Bidder can extend the same services within one year of going-live. PI amend as "The bidder should be having direct connectivity with at least 1 Public Sector Banks onus credit cards/ Debit cards/CUG cards/other switches"</p>	<p>The bidder should be having direct connectivity with at least 3 Scheduled Commercial Banks for onus credit cards/ Debit cards/CUG cards/other switches.</p>
23	<p>Technical Eligibility Page No: 25 Clause no: 20</p>	<p>The bidder should have at least 3 Visa PCI PIN Certified key injection Centres in India.</p>	<p>PI amend as "The bidder should have at least 1 Visa PCI PIN Certified key injection Centres in India" We request let OEM POS manufacturer provide the manufacturing keys which automatically remove the requirement of key injection room.</p>	<p>Please adhere to the terms of RFP.</p>
24	<p>Technical Eligibility Page No: 25 Clause no: 21</p>	<p>The Bidder should own or have a license to use of the Merchant Acquiring hardware and software processing platform in-house within India.</p>	<p>PI remove hardware as its out of Scope</p>	<p>Please adhere to the terms of RFP.</p>
25	<p>Responsibilities of Successful Bidder Page No: 26 Clause no: 6(ix)</p>	<p>Daily reconciliation file/GEFU file/JV file should be provided by 11.00 AM of T+2 for necessary vouching in Bank's GLs.</p>	<p>Bidder requests the Bank to clarify whether the successful Bidder can submit the recon sheet by 4 pm on T+2. Please confirm.</p>	<p>Please adhere to the terms of RFP.</p>



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26	Limitation of liability Page No: 32 Clause no: 22	Limitation of liability	Bidder requests the Bank to limit the liability should be limited to annual value of contract and not total value of contract	Please adhere to the terms of RFP.
27	Termination for Convenience Page No: 36 Clause no: 31	Termination for Convenience	There should not be a termination for convenience unless default, if any. Kindly Confirm	Please adhere to the terms of RFP.
28	Page No: 52	Commercial BID	Commercial BID doesn't have provision of adding per Terminal Per Month Fees	Please adhere to the terms of RFP.

