

RFP FOR SUPPLY, INSTALLATION & MANAGEMENT OF POINT OF SALE (POS) TERMINALS
RFP REF: CO:DBD:MAC:03:2022-23 DATED 30.09.2022

Annexure II – Amendment

SI No	RFP Reference	Details provided in RFP	Changes Requested	Amended Clause
1	Page no 72 of 88 Point no 10	The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Chennai.	We request bank to modify the Jurisdiction to be either New Delhi, Bangalore or Mumbai	Please adhere to the terms of RFP. Condition remains unchanged.
2	Page no 7 of 88 Point no 6	Restriction of Bidders from Countries sharing Land Borders with India	We kindly request you to remove the Restriction of Bidders from Countries sharing Land Borders with India clause.	Please adhere to the terms of RFP. Condition remains unchanged.
3	Page no 53 of 88 Point no 7(c)	Monthly processing fee will be calculated only after first successful transaction settlement which will be classified as “Date of Installation”. Void/Test/Cancelled transactions will not be counted as “Date of Installation” to charge the merchant with monthly processing fee.	We request Bank to consider test transaction date as an installation date. This is to consider a possibility that merchant may not transact depending on his/her business requirements. If date of successful transaction may vary from actual date of installation which will result in loss for the bidder.	Please adhere to the terms of RFP. Condition remains unchanged.
4	Page no 51 of 88 Point no c	PoS terminals will be deactivated on the date of receipt of request from Bank/Bank partner switch/merchant by e-mail/SMS/call etc. Monthly rental will be charged on pro-rata basis till the “Date of Deactivation”. Delay in deactivation will not be accounted for PoS rent calculation till the delayed period.	Bank to consider date of terminal pickup as date of successful de-installation.	Please adhere to the terms of RFP. Condition remains unchanged.



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5	Page no 49 of 88 Point no 18	Bidder's switch should be able to process/accept following transactions. Any new functionality introduced in future by payment regulators should be incorporated without any additional cost to Bank/Merchant.	Here it is mentioned that the Bidders switch should be able to process following transactions. But as per rest of the RFP document, it is mentioned that Bidder has to connect to the Bank Partner Switch. Please clarify on the same	Bidder's PoS terminal should be able to process/accept following transactions. Any new functionality introduced in future by payment regulators should be incorporated without any additional cost to Bank/Merchant.
6	Page no 44 of 88 Point no 2.3	Please take care to scan documents so that total size of documents to be uploaded remains minimum. All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document. Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.	The documents prepared are going to be in hardcopy with sign of authorised signatory and stamp of company. How is this document to be created in pdf with OCR capability for search to be enabled? It will be scanning an image into a pdf. Request to accept a regular scanned pdf for document submission.	Please adhere to the terms of RFP. Condition remains unchanged.
7	Page no 36 of 88 Point no 31-32	Termination for convenience and breach	These rights should be mutual- bidder should have the same termination rights	Please adhere to the terms of RFP. Condition remains unchanged.
8	Page no 36 of 88 Point no 31	The Bank, by 30 days written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of	Request the bank to provide at least a 90 days notice for termination of the contract, as 30 days would be impractical and unfeasible.	Please adhere to the terms of RFP. Condition remains unchanged.



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9		termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.	Recommend bank to make it 90 days	
10	Request the bank to modify this clause to provide a 180 days notice for Termination for convenience with reciprocal termination for convenience rights available with the TSP as well			
11	Page no 35 of 88 Point no e	Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.	We request bank to modify that the sole Arbitrator can only be appointed as mutually agreed by the Parties	Please adhere to the terms of RFP. Condition remains unchanged.
12	Page no 35 of 88 Point no 28(c)	Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract. Arbitration proceedings shall be conducted in accordance with the following rules of procedure.	We request bank to modify the Jurisdiction to be either New Delhi, Bangalore or Mumbai	Please adhere to the terms of RFP. Condition remains unchanged.



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13	Page no 33 of 88 Point no 24	Intellectual Property Rights	To be discussed- Bidder does not claim IP over device and technology	Please adhere to the terms of RFP. Condition remains unchanged.
14	Page no 32 of 88 Point no 22(b)	Bodily injury (including Death) and damage to real property and tangible property caused by vendor gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.	We request bank to modify deletion as bodily injury is not possible under the scope of the agreement	Please adhere to the terms of RFP. Condition remains unchanged.
15	Page no 31 of 88 Point no 19	Any dispute arising out of this order will be under the jurisdiction of Courts of Law in Chennai.	We request bank to modify the Jurisdiction to be either New Delhi, Bangalore or Mumbai	Please adhere to the terms of RFP. Condition remains unchanged.
16	Page no 31 of 88 Point no 18 (Performance Security)	The successful bidder shall furnish Performance Security within fifteen (15) days from the date of purchase order issued for Rs. in the form of Bank Guarantee valid for a period of forty-two (42) months from the date of issue with further one-month claim period as detailed below as per the format given in Annexure-VII.	We request Bank to allow bidder to submit PBG of 1 year tenure renewable on a yearly basis till the end of contract as many Banks do not issue long term BGs.	Please adhere to the terms of RFP. Condition remains unchanged.



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17	Page no 30 of 88 Point no 16	Other Contract Agreement Conditions: Bidder shall not assign any rights or obligations herein without obtaining the prior consent of the Bank.	Assignment of necessary services should not require Bank consent. Force Majeure- requesting bank to consider payments should be excluded	Please adhere to the terms of RFP. Condition remains unchanged.
18	Page no 30 of 88 Point no 15	Once contract agreement is executed with the successful bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.	We request Bank to discuss with the vendor and modify the agreement as mutually agreed clause in case of any merger/amalgamation/take over/consolidation/reconstruction.	Please adhere to the terms of RFP. Condition remains unchanged.
19			Can Bidder and bank mutually decide on clauses while signing the agreement	
20	Page no 3 of 88 Point no 7	Earnest Money Deposit (EMD) / Bid Security Guarantee	Requesting bank to keep EMD as per installed terminal @ INR 300 per terminal in a lot of 1000 terminal	Please adhere to the terms of RFP. Condition remains unchanged.
21	Page no 29 of 88 Point no 13	Guarantee	Bidder cannot provide guarantee or warranty on its devices and software.	Please adhere to the terms of RFP. Condition remains unchanged.
22	Page no 29 of 88 Point no 11 (Assignment)	The Service Provider shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's prior written consent. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an	Bidder should have default approval for existing service providers. Also, necessary activities to perform obligations under contract should be allowed to get sub-contracted by default.	Please adhere to the terms of RFP. Condition remains unchanged.
23			We request Bank to allow vendor the appointment of any subcontractor after prior intimation to the Bank. This is especially pertaining to installation of devices.	



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24		act shall not affect the obligations of the Service Provider under this RFP. In such case, decision of the new entity will be binding on the successful bidder.	We request Bank / newly formed entity to discuss with the vendor prior modifying any clause/scope of work/obligations. Under any such possibilities, we request Bank to keep the vendor informed so any material / non material losses can be avoided.	
25			We request bank to modify the needs Assignment rights to assign without consent to its subsidiaries, associates, affiliates etc. as per regulatory requirement.	
26		The Successful bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:	Bank should also indemnify the bidder for loss of devices data, IP etc. Requesting Bank to consider capping on total liability.	
27	Page no 28 of 88 Point no 8 (Indemnity)	i. The breach, default or non-performance of undertakings, warranties, covenants or obligations by	We request bank to require Indemnity from Bank for breach of applicable laws, representation and warranties and obligations	Please adhere to the terms of RFP. Condition remains unchanged.



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		the Successful bidder; ii. Any contravention or non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the Successful bidder;		
28	Page no 27 of 88 Point no 7	Patent Rights	Bidder does not claim any patent in the technology yet. Also, Bidder cannot give right to Bank to substitute software in device.	Please adhere to the terms of RFP. Condition remains unchanged.
29	Page no 26 of 88 Point no xiv	The Bidder will assign one Relationship Manager preferably from Senior Management scale to act as Single Point of Contact (SPOC) for the Bank.	Please confirm if the terminal service provider is expected to keep a dedicated relationship manager in Chennai to handle day to business operations	The Bidder will assign one dedicated Relationship Manager preferably from Senior Management scale having presence in Chennai to act as Single Point of Contact (SPOC) for the Bank.
30	Page no 26 of 88 Point no ix	Dedicated customer care toll free number i.e. 1800xxxx /1860xxx in major Indian languages functioning 24X7X365 should be allotted to merchants of the Bank.	In our experience, merchant calls are between 9 AM to 9PM, however merchant can raise queries via other channels like email/ Whatsapp/ merchant APP 24X7. Request bank to update this clause accordingly.	Bidder should have customer care toll free number i.e. 1800xxxx /1860xxx in major Indian languages functioning 9 AM to 9 PM 365 days a year for supporting Bank/merchants. In addition, bidder should support Bank/Bank partner switch/merchants through
31			Request for call centre support number available from 9.30am to 10pm for providing support in multiple Indian regional languages. We have an in house call centre which handles support calls	



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			for partner banks, thus a dedicated customer care toll free number for Indian Bank merchants should not be required.	email/ whatsapp/ mobile app 24X7X365.
32			We can provide our customer care number to merchant to resolve query	
33			Any specific reason to have dedicated number ?	
34			Request bank to consider the working window of 7am - 11 PM, 365 days.	
35			We have a single Helpdesk Number accessible across the country. We offer other Helpdesk Channels to communicate like Email & WhatsApp.	
36	Page no 26 of 88 Point no f	Bidder has to call/visit the merchant location if the merchant is not transacting for more than 5 days. Monthly processing fee will not be paid if the merchant has not transacted in that month.	The leads of the merchants are being shared by the Bank. Thus to ensure the merchant is transacting is the responsibility of the bank. The monthly processing fee is to be paid to the bidder even if the merchant is not transacting. For non-transacting merchant, bank can send request for de-activation, but monthly processing fee cannot be withheld for these merchants till the terminal is deployed to the merchant	Bidder has to call/visit merchant location if the merchant is not transacting. Bank will pay monthly processing fee for the first 30 days of merchant non-transacting. After completion of the time period of 30 days if still merchant has not transacted; monthly processing fee will not be paid to the Bidder. Bidder will be at liberty to deactivate the PoS TID.



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37	Page no 25 of 88 Point no h	Bidder has to call/visit merchant location if the merchant is not transacting for more than 5 days. Monthly rent will not be paid if the merchant has not transacted in that month.	It is very intrusive for merchant to be called for not transacting every 5 days. This can be made as 30 days. And for 30 days request the bank to pay the rentals. Post 30days, bidder will deactivate the TID and recover the terminal from merchant. Also, we strongly urge the bank to look at a transaction revenue share to incentivize the bidder to make the required effort to keep the base active.	Bidder has to call/visit merchant location if the merchant is not transacting. Bank will pay monthly rent for the first 30 days of merchant non-transacting. After completion of the time period of 30 days if still merchant has not transacted; monthly rent will not be paid to the Bidder. Bidder will be at liberty to deactivate the PoS TID.
38			The leads of the merchants are being shared by the Bank. Thus to ensure the merchant is transacting is the responsibility of the bank. The rent is to be paid to the bidder even if the merchant is not transacting. For non-transacting merchant, bank can send request for de-activation, but rent cannot be withheld for these merchants as long as the terminal is deployed to the merchant.	
39			Not accepted.	
40			We request Bank to allow merchant to contact merchant via call with the help of concerned Bank officials in terms of non-transactions. As per RCA, if the visit is	



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			required bidder can arrange the same. In case merchant does not transact for any particular month due to any issue not attributed to bidders services, Bank has to pay the vendor actual agreed fees.	
41	Page no 53 of 88 Point no d	PoS terminals will be deactivated on the date of receipt of request from Bank/Bank partner switch/merchant by e-mail/SMS/call etc. Monthly processing fee will be charged on pro-rata basis till the "Date of Deactivation". Delay in deactivation will not be accounted for in PoS monthly processing fee calculation till the delayed period.	We request Bank to modify this clause as " PoS terminals will be deactivated on submission of deactivation request to the POS vendor.	Please adhere to the terms of RFP. Condition remains unchanged.
42	Page no 24 of 88 Point no vii(b)	PoS monthly rent will be calculated only after first successful transaction settlement which will be classified as "Date of Installation".	As per point vi, Bidder has to provide installation Sign Off Document. Request Bank to use this document date as the installation date. Else Bidder will lose rental for cases where merchant transacts later.	Please adhere to the terms of RFP. Condition remains unchanged.
43		Void/Test/Cancelled transactions will not be counted as "Date of Installation" to charge the merchant with monthly rent.	Request Bank to consider date of installation as per installation report. Date of transaction depends on usage of merchant and cannot be considered as date of installation.	



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44			This needs to be changed from first successful transaction settlement to actual date of installation.	
45	Page no 24 of 88 Point no 6(v)	Bidder will visit FGMO/ZO, Branch, merchant location to canvass the product, organise campaigns, provide product demo etc. Bidder will prepare marketing materials, pamphlets, brochures showcasing product specification, Value Added Services for distribution to ZO/Branches/Merchants with prior approval from Bank's Head Office. The Bidder has to bear all the charges associated with this activity.	We request Bank to pay the bidder all costs at actual pertaining to outreach activity which may involve manpower cost, stationary cost and others.	Please adhere to the terms of RFP. Condition remains unchanged.
46	Page no 22 of 88 Point no 8	Bidder should have their own direct agreement with at least 3 tele communication companies for M2M connectivity for supply of SIM card for PoS terminals.	Requesting bank to allow 1 direct agreement with sim service provider and rest indirect agreement for SIM service vendor as better service quality and TAT will be ensured.	Please adhere to the terms of RFP. Condition remains unchanged.
47	Page no 22 of 88 Point no 3	Bidder should provide ISO 9001:2015 and ISO 27001 certifications for the PoS infrastructure.	While Bidder has all other required certification, requesting bank to waive this ISO 27001 certification or allow bidder to initiate certification if selected in the RFP	Bidder's PoS infrastructure should be certified with ISO 9001 and ISO 27001. If the bidder is not yet certified; they have to provide undertaking to Bank that upon selection they will initiate ISO 9001 and ISO 27001 certification and
48			Request to change the clause as Bidder or OEM should provide ISO 9001:2015 certifications for the PoS infrastructure.	



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49			requesting bank to waive off ISO 27001 certifications for the PoS infrastructure from requirement as we are complied with PCI DSS certification	purchase order will be issued only after submission of the certificates.
50	Page no 22 of 88 Point no 13	The PoS terminal should have physical as well as remote key injection facility.	Request bank to consider remote or physical key injection as per the applicability	The PoS terminal should have physical key injection or remote key injection facility.
51	Page no 21 of 88 Point no 6	Bidder should have installed minimum 1,00,000 PoS/mPoS active terminals as on 30.06.2022.	We request the bank to reduce this minimum active POS count to 25,000 as the RFP requirement is 25,000 only. A recent (released last week) PSU Bank RFP mandates only 1000 POS installations. This will allow for more participation	Bidder should have installed minimum 25,000 PoS/mPoS active terminals as on 30.06.2022 to Banks/financial institutions either directly or through Aggregators.
52			Trust POS terminals deployed under Service provider and/or Aggregator engagement with bank will meet this requirement	
53			Requesting bank to make it 25,000 terminal instead of 1 Lakh	
54	Page no 21 of 88 Point no 7	Bidder should be having minimum 4 PoS terminal repair/service centres across India.	Please clarify bidder will have the same arrangement with OEM and OEM will have the same repair stations. OEM declaration will work?	Bidder should have at least 1 PoS terminal repair/service centre in India either under their ownership or with PoS terminal OEM. Bidder should be in proper coordination with the terminal OEM for PoS
55			Our OEM have more than 4 repair centre in India, hope this will satisfy the requirement of bank	



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56			The clause to be amended to 1 Repair centre supported by various collection centres across country	terminal supply/repair/replacement. However, Bank will coordinate only with the bidder and bidder is liable to provide the necessary support to Bank/Merchant.
57	Page no 21 of 88 Point no 2	Android based PoS terminals should be having the following minimum configuration.	Android POS used widely in India have 5" Touch screen as it is handy and easy to use by merchants. Requesting bank to update this clause.	Android based PoS terminals should be having the following minimum configuration.
58		EMV/Chip Card Reader, Magnetic Strip Card Reader, NFC, Remotely Firmware Update, Remotely Key Injection, Virtual Secure PIN pad, 5.5" Touch Screen Full HD display, High Speed integrated thermal printer, SIM Card Connectivity (2G, 3G, 4G), 3 slots (2 SIM CO: + 1 SAM), Wifi, Bluetooth, Battery (minimum 2600 mAH rechargeable Li-ion Battery), Micro USB Charging Point, Microphone, Built-in Speaker, GPS, 2 GB RAM, 16 GB ROM, 1.4 GHz Quad Core CPU, Android 6.X, Power Key & 2 volume keys, 5 MP rear camera (capable of bar code scanning), 2 MP front camera. Dual SIM should be functional. (Bidder should	This is not a standard feature in most of the Android POS terminals, would request bank to drop this requirement as a mic/ volume keys are not used in payment processing.	EMV/Chip Card Reader, Magnetic Strip Card Reader, NFC, Remotely Firmware Update, Remotely Key Injection, Virtual Secure PIN pad, 5.0" Touch Screen Full HD display, High Speed integrated thermal printer, SIM Card Connectivity (2G, 3G, 4G), 2 slots (1 SIM slot + 1 Hybrid slot (SIM/SAM)), Wifi, Bluetooth, Battery (2600 mAH rechargeable Li-ion Battery), Micro USB Charging Point, Built-in Speaker, GPS, 1 GB RAM, 8 GB ROM, 1.1 GHz
59			Request bank to allow 1.1 GHZ Quad Core CPU , as it is sufficient for payment processing	
60			For Android POS, we have seen that 1 SIM slot is more than sufficient for meeting the requirement. Increasing the number of slots, increases the cost of the device. Thus, request bank to make 1 SIM Slot as minimum requirement.	
61			5.0" HD (1280x720) screen should be good enough to meet the requirement	



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62		provide the Make & Model of the PoS machine with product brochure.)	Since 2 GB RAM & 16 GB ROM are required for very specific use cases. We believe the norm should be 1 GB RAM & 8 GB ROM as Std devcie configuration	Quad Core CPU, Android 6.X, Power Key, 5 MP rear camera (capable of bar code scanning), 0.3 MP front camera. (Bidder should provide the Make & Model of the PoS machine with product brochure.)
63			We request Bank to clarify on the requirement of 2 MP front camera and used cases. Camera up to 0.3 MP is sufficient. Requesting Bank to modify.	
64			Requesting bank to keep 64-bit ARM, Cortex Quad-core A53, 1.3GHz as eligibility as well	
65			Please confirm if the terminal service provider is expected to provide Android 10 version terminals.	
66			Request to change the specification as 2 slots - 1 Sim+ Hybrid - Can be used as SIM or SAM	
67	Page no 21 of 88 Point no 1	GPRS based PoS terminals should be having the following minimum configuration.	Request to change the specification as - 2 slots - 1 Sim+ Hybrid	GPRS based PoS terminals should be having the following minimum configuration. EMV/Chip Card Reader, Magnetic Strip Card Reader, NFC, Remotely Firmware Update, Remotely Key Injection, Waterproof & Dustproof Secure PIN Pad, Numeric & Functional Keys, Touch Screen LCD/TFT display, Thermal Printer,
68		EMV/Chip Card Reader, Magnetic Strip Card Reader, NFC, Remotely Firmware Update, Remotely Key Injection, Waterproof & Dustproof Secure PIN Pad, Numeric & Functional Keys, Touch Screen LCD/TFT display, Thermal Printer,	This is not a standard feature in most of the GPRS POS terminals, would request bank to drop this requirement as a mic is not used in payment processing.	
69		EMV/Chip Card Reader, Magnetic Strip Card Reader, NFC, Remotely Firmware Update, Remotely Key Injection, Secure PIN Pad,	This is not a standard feature in most of the GPRS POS terminals, would request bank to drop this requirement as a GPS is not used in payment processing.	



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70		SIM Card Connectivity (2G, 3G, 4G), 2 slots (1 SIM + 1 SAM), Wifi, Bluetooth, Battery (minimum 2000 mAH rechargeable Li-ion Battery), Micro USB Charging Point, Microphone, Built-in Speaker, GPS, 512 MB FLASH, 1 GB RAM, 8 GB ROM, Quad Core CPU. (Bidder should provide the Make & Model of the PoS machine with product brochure.	These specs are very high and typically present in Android POS. Ideal specs enough for GPRS POS is 256 MB FLASH/ 256 MB ROM and A7 Cortex processor. Requesting bank to update this clause.	Numeric & Functional Keys, LCD/TFT display, Thermal Printer, SIM Card Connectivity (2G, 3G, 4G), 2 slots (1 SIM slot + 1 Hybrid slot (SIM/SAM)), Wifi, Bluetooth, Battery (2000 mAH rechargeable Li-ion Battery), Micro USB Charging Point, 256 MB FLASH, 256 MB RAM, A7 Cortex Processor. (Bidder should provide the Make & Model of the PoS machine with product brochure.)
71	For a GPRS POS device, Touchscreen, Microphone and Built-in speaker is not required for this device. Request to remove this requirement. We have deployed significant number of GPRS devices and do not see a requirement for these capabilities and its adds to cost for items not required			
72	256MB FLASH + 256 MB RAM is more than sufficient for GPRS device to function normally. Request to make this as a minimum requirement for GPRS POS device			
73	Requesting bank to keep 256 MB FLASH, 256 MB RAM, Arm CORTEX-A7 processor as requirement as well			
74	Any specific reason to have ROM into specification, pls provide more clarity on it.			
75	Requesting bank to remove speaker from minimum configuration			



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76			RFP requests for Devices to be Waterproof & Dust Proof. Is there a IP rating required to be met on the devices? Kindly confirm the IP rating required. Kindly confirm why 1 GB RAM & 8 GB ROM required for GPRS Devices. Kindly confirm if ARM processor will suffice the requirement.	
77	Page no 20 of 88 Point no 5.5	Bidder should have at least 3 years of experience as on 30.06.2022 in providing PoS solution as detailed in the scope of RFP to at least 2 Scheduled Commercial Banks; out of which one should be a Public Sector Bank.	Bidder's submission is to revise the clause to "Bidder should have at least 3 years of experience as on 31.03.2022 in providing service to at least 1 Scheduled Commercial Bank in PoS Terminal management or Alternatively minimum four Aggregators with same Acquiring Bank	Bidder should have at least 3 years of experience as on 30.06.2022 in providing PoS solution as detailed in the RFP to at least 1 Scheduled Commercial Bank.
78			We request bank to modify the clause as following Bidder should have at least 3 years of experience as on 30.06.2022 in providing PoS solution as detailed in the scope of RFP to at least 2 Scheduled Commercial Banks in India.	
79	Page no 20 of 88 Point no 5.1	The Bidder should be a Private/Public Limited Company having legal existence in India for the last 4 years as on 30.06.2022. In case of mergers / acquisitions / restructuring or name	Bidder 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 30.06.2022. In case



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		change, the date of establishment of earlier/original partnership firm/limited company can be taken into consideration.		of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original partnership firm/limited company can be taken into consideration.
80	Page no 20 of 88 Point no 2	In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee given by the Successful bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.	We request Bank not to invoke the Performance Bank Guarantee under any circumstance.	Please adhere to the terms of RFP. Condition remains unchanged.
81	Page no 20 of 88 Point no 1	The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning reasons with 7 days prior notice and recover expenditure incurred by the Bank in addition to recovery of Liquidated damages as per the terms of the contract, in the event of one or more of the following conditions: <ul style="list-style-type: none"> · Delay in delivery and / or implementation of solution beyond the specified period. · Serious discrepancies noted in the solution delivered. 	We request Bank to issue 30 days prior notice prior cancellation of order and should pay the bidder all the non-recoverable costs incurred by the bidder.	Please adhere to the terms of RFP. Condition remains unchanged.



RFP FOR SUPPLY, INSTALLATION & MANAGEMENT OF POINT OF SALE (POS) TERMINALS
RFP REF: CO:DBD:MAC:03:2022-23 DATED 30.09.2022

SI No	RFP Reference	Details provided in RFP	Changes Requested	Amended Clause
		<ul style="list-style-type: none"> · Breaches in the terms and conditions of the Order. · Non-satisfactory performance of successful bidder during the contract period. 		
82	Page no 2 of 88 Point no 5	Schedule	There is no annexure XVII	Kindly read the point as "Annexure XVI"
83	Page no 2 of 88 Point no 4	Last Date & Time for submission of Bids in Online & Offline Mode: 26/10/2022 at 03:00 PM	Diwali is on 24th October and Bhai Duj on 26th October. A lot of our key stakeholders required for the preparation of this RFP are going to be on leave during this period. Thus request if the bid submission date can be extended by at least 3-4 weeks allowing us enough time to prepare the bid documents for the submission.	Last Date & Time for submission of Bids in Online & Offline Mode: 09/11/2022 at 03:00 PM
84			Since 26th Oct-2022 Falls on Diwali and also a long Weekend, can we get the extension to submit the documents?	
85			We request the Bank to provide us an extension submission of bids by 11th of November 2022 due to the series of holidays in the October month	
86			Request extension on submission of technical proposal to 4th Nov 2022, considering Diwali vacation	



RFP FOR SUPPLY, INSTALLATION & MANAGEMENT OF POINT OF SALE (POS) TERMINALS
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SI No	RFP Reference	Details provided in RFP	Changes Requested	Amended Clause
87			Date to be extended to 27th Oct or 28th Oct as 26th Oct is a Holiday.	
88	Page no 19 of 88 Point no 5 (Penalty)	All the Penalty / Liquidated Damages are independent of each other and are applicable separately and concurrently.	We request Bank to levy penalties attributed to bidders performance and not levy any liquidated damages.	Please adhere to the terms of RFP. Condition remains unchanged.
89	Page no 19 of 88 Point no 2	Payment Terms: Payment will be made on monthly basis for Successful transactions, Business decline transactions & Technical decline transactions from Issuer Bank. Necessary documents have to be produced with each month payment invoice.	Please clarify will Bank pay also transaction fees in additional to monthly terminal cost?	Payment Terms: Payment will be released for the monthly rental/processing fee of active TIDs only. Necessary documents have to be produced with each month payment invoice. Please go through RFP commercial bid & amendment/clarification published.
90	Page no 18 of 88 Point no 2	Downtime penalty will be imposed to the successful bidder for exceeding the timeline mentioned above. The penalty for downtime will be calculated at Rs. 100/- per day per PoS machine maximum of Rs. 500/- per occasion. Delay in installation will be accounted since Lead creation time & delay in support service will be accounted from the time of complaint lodged.	We request Bank not to levy any service level penalty to the bidders for the delays not attributed to the bidder. Furthermore requesting Bank to reduce penalties to 50Rs per 2 days and cap the same to 250 Rs/- PM per terminal.	Please adhere to the terms of RFP. Condition remains unchanged.



RFP FOR SUPPLY, INSTALLATION & MANAGEMENT OF POINT OF SALE (POS) TERMINALS
RFP REF: CO:DBD:MAC:03:2022-23 DATED 30.09.2022

SI No	RFP Reference	Details provided in RFP	Changes Requested	Amended Clause
91	Page no 17 of 88 Point no 3 (Service Level Agreement)	Terminal certification with Card Associations for Indian Bank for successful transaction routing through Bank partner PoS acquiring switch :: 4 weeks from the date of issuance of the PO.	Networks itself TAT 4 Weeks per network. We request to relax it to 12 weeks. We also request to consider freeze period of networks will not fall in TAT	The total time to complete the entire activities (Terminal Certification, UAT, pilot testing of merchant on-boarding, transaction routing, MIS verification, Go Live) is 16 weeks from the date of acceptance of the purchase order by the successful bidder. 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.
92			Request bank to change timeline for certification of terminals to be completed within 8-10 weeks as the certification timelines for completion are dependent on Bank Partner switch and the Card Schemes. Currently we are seeing timelines of 10-12 weeks for certain schemes for completion of certification	
93			Requesting bank to keep timeline as 16 week from time of application to scheme	
94			Timeline to complete certifications: 4 weeks from the date of issuance of the PO. This takes more than 4 weeks as certification timeline is dependent on Card Associations. The timeline of 8 & 10 weeks respectively is less as integration and testing needs more time.	
95	Page no 17 of 88 Point no 2 (ii)	Cost of Host & Terminal certification, BIN integration, Merchant migration and other related activities should be borne by the successful bidder.	Please clarify HOST will be of Bank's vendor and Terminal will be of bidder in present RFP. We would like to understand why host certification cost is passed to bidder.	Cost of Terminal Certification, BIN integration, Merchant migration and other related activities should be borne by the successful bidder.

