

RFP for Empanelment of Vendors for End-to-End solution for Merchant Acquiring Business through Supply, installation, maintenance and management of Point of Sales (POS) terminals at Various merchant establishments On Monthly Rental (OPEX Model) as well as CAPEX Model with Monthly Charges for Back-end Services



Pre-bid Queries' Response

Sl. No.	Bid Page No.	Bid Clause No.	Original Clause	Query sought/ Suggestions of the Bidder	Response
1	NA	General Query	EMD as BG	Require Bank Details (Account details, IFSC, etc) to execute BG	CBIN0280621
2	NA	General Query	EMD as BG	Require clarity on Stamp Paper value for the execution of BG	As applicable as per stamp duty norms
3	125	PART 7 - SCHEDULE OF DATES, AMOUNTS ETC. (SDA)	Pre-bid meeting with Bidder on queries raised	21/11/2025- 03:00 PM - Mentioned in the RFP Document 22/11/2025- 03:00 PM - Mentioned in the GeM Document Require clarity on exact date and time of Pre-Bid Meeting	21/11/2025- 03:00 PM

4	20	point 3.6.vii	Bidder should be capable to deliver any significant changes like Aadhar based authentication on POS Machines as an additional factor of authentication or any other major up gradation is required to be made in POS infrastructure to comply with MoF/ RBI/ IBA directives in future, at no extra cost to Bank. In case of requirement of separate Biometric hardware/ Scanner/ Devices as per the need of Bank, Bank will arrange to provide the same.	Kindly confirm on the fact that for Aadhaar Pay, terminals will have in-built biometrics	Please refer to part of the same clause: In case of requirement of separate Biometric hardware/ Scanner/ Devices as per the need of Bank, Bank will arrange to provide the same.
5	31	4.2 Eligibility Criteria Point 23	Bidder should have capability to provide special treatment on the basis of MDRs on certain categories of cards or Merchants like CSD Defence Canteens/ government establishments/Railways/ OMCs etc. on instructions from Bank.	Will Bank share any revenue with Bidder from the Net MDR ?	Bidder should have provision to make changes in MDR. complete waiver or part there of MDR. Related MIS and information on dashboard to be given.

6	31	4.2 Eligibility Criteria Point 23	Bidder should have capability to provide special treatment on the basis of MDRs on certain categories of cards or Merchants like CSD Defence Canteens/ government establishments/Railways/ OMCs etc. on instructions from Bank.	Will Bidder or Bank decide the MDR and compensation for concessions ?	Bank will decide MDR and bear the concession.
7	93	Annexure 10 Point 5	5G/4G/GPRS/Wi-Fi Terminals (with Charge Slips Printing)	Kindly confirm if Printer Roll will be provided by Bidder ?	To be provided by the bidder
8	26	4.2 Eligibility Criteria Point 2	The Bidder should have experience of providing end to end solution for Merchant Acquiring through POS to at least one Nationalized Bank/ Scheduled Commercial Bank (other than Co-operative Bank) for more than 2 years in India & should be maintaining at least 15000 physical PoS terminals.	Request to Bank for allowing experience in Scheduled Banks, Payments Bank, Private Banks as well	No change

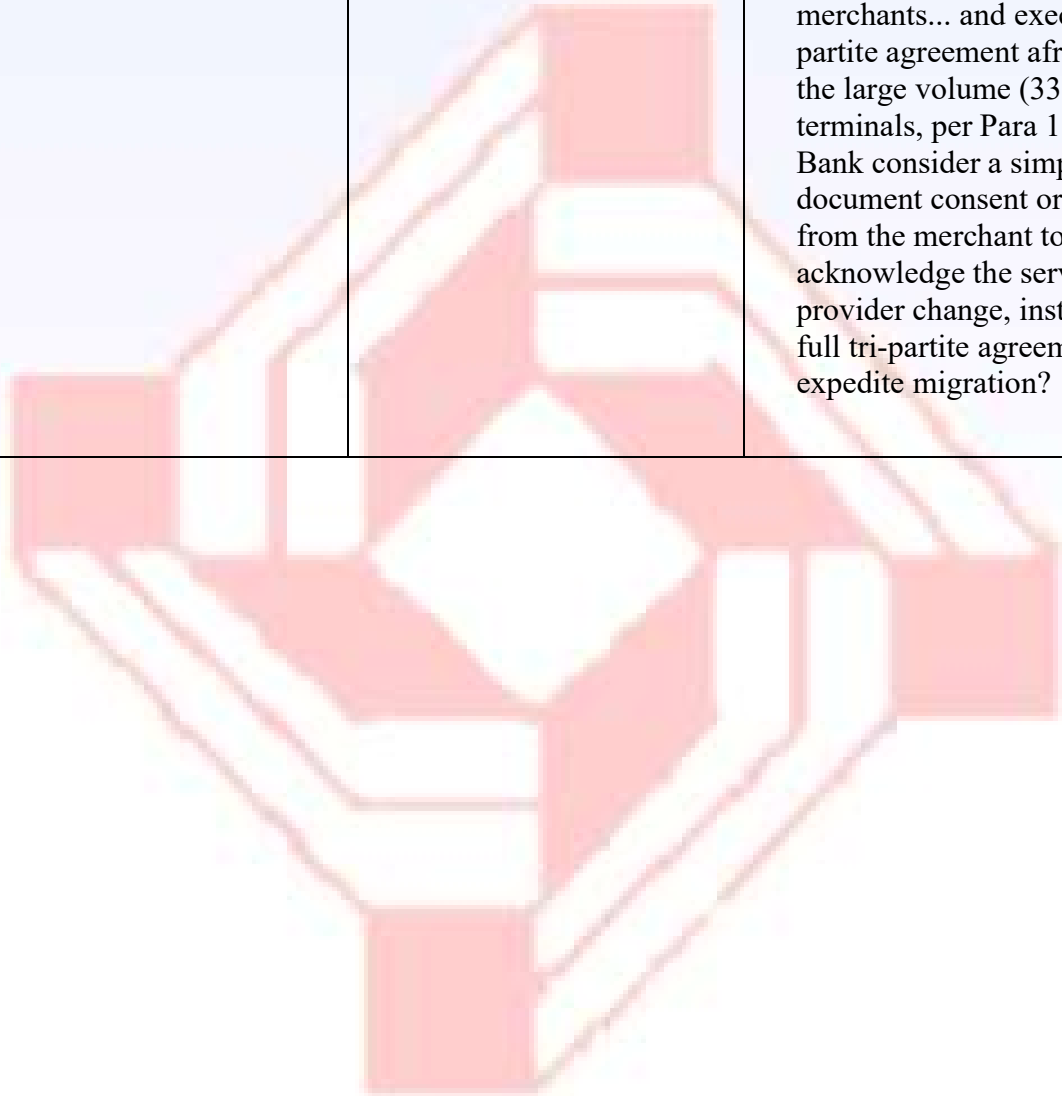
9	26	4.2 Eligibility Criteria Point 5	Bidder shall have Positive Net Worth of minimum ₹ 10.00 Crore (Rupees Ten Crore only) and shall have earned operating Profit in any two of previous three Financial years	Request to Bank for allowing operating Profit in any one of previous three Financial years	No change
10	30	4.2 Eligibility Criteria Point 13	The bidder should be preferably Original Manufacturer (OEM). If not, then the bidder should be authorized representative of OEM or should have tied up arrangement with a manufacturer of POS machines. The tie up arrangement must be at least prior to the date of submission of bid.	Require clarity on whether bidder should submit Manufacturer Authorization Form by OEM and it'll be enough or any other document for engagement?	Manufacturer Authorization Form from OEM will be sufficient. Other terms of the clause remains the same.
11	37	5.4.2.1 Integrity Pact	Each Participating bidder/s shall submit Integrity Pact as per attached Format specified in RFP with duly stamped (Non judicial Stamped) of worth of ₹ 500/-.	Require clarity on state of stamp paper (Bidder's state or Bank's Head Office state)	No restriction on state of procurement.

12	110	Appendix F - Integrity Pact, Section 3	<p>Section 3- Disqualification from tender process and exclusion from future contracts</p> <p>If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is placed at</p>	<p>Require clarity in end of line "is placed at " as it is incomplete sentence. Kindly clarify / complete this sentence.</p>	<p>Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at GeM portal.</p>
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13	110	Appendix F - Integrity Pact, Section 2	<p>d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder (s)/Contractor(s).Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at</p>	<p>Require clarity in end of line "is placed at " as it is incomplete sentence. Kindly clarify / complete this sentence.</p>	<p>Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at GeM portal.</p>
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14	37	5.4.2.h	A Non-disclosure Agreement as per Format specified in RFP.	Kindly clarify whether this needs to be executed on the company letterhead first or on stamp paper at the time of BID submission, as it is mentioned that the execution will be done by the successful bidder.	Refer attached Non-disclosure Agreement
15	37	5.4.2.h	A Non-disclosure Agreement as per Format specified in RFP.	NDA format is missing in RFP & it is mentioned in "Documents Comprising the Bid" to submit the NDA along with Bid.	Refer attached Non-disclosure Agreement
16	6	2	Work allocation ratio for selected bidders	Please clarify the total period considered for the ratio of "50:30:20" distribution of the total business (including migration of existing POS terminals) among L1, L2, and L3 (Para 2.0). Is this ratio for the entire 5-year contract period or an annual target?	This ratio will be for the entire 5-year contract period. And It will cover the devices deployed for next five years from the date of the deployment.
17	7	3.1	Card acceptance on POS terminals	Please confirm if support for Diners and AMEX is mandatory or optional, as the language states "also AMEX, if desired by the bank" but Diners is listed generally.	Diners and Amex support is mandatory.

18	7	3.1	Migration of existing PoS Merchants	Clause 3.1 states the Bidder shall migrate all existing merchants... and execute a tri-partite agreement afresh. Given the large volume (3300 terminals, per Para 1.0), can the Bank consider a simpler, single-document consent or declaration from the merchant to acknowledge the service provider change, instead of a full tri-partite agreement to expedite migration?	A single page declaration from merchant shall be considered for migration activity completion.
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19	14	3.5.iv	Value Added Services (VAS)	<p>The RFP mandates support for multiple Value Added Services (VAS), including NCMC card acceptance and new facilities like AEPS (Aadhar Enabled Payment System) at no extra cost to the Bank. Please confirm if there is any mechanism for cost recovery for implementation of new, non-regulatory VAS features requested after contract execution.</p>	<p>A. The service provider should support Value Added Services on POS terminals viz. PC-POS integration, Dynamic Currency Conversion (DCC), EMI, Cash@PoS, BQR and UPI QR on POS, Mobile/ DTH top-up, Bill payments, Wallet acceptance, NFC based payment, NCMC card acceptance, Integration with Fuel dealers' SAP system for fuel MCCs, Data Analytics, Small Value Digital Payments in Offline Mode(RBI/2022-23/146 CO.DPSS.POLC.No.S12 64/02-14-003/2021-2022 updated as on 04/12/2024 etc at no cost to the Bank. Above mentioned services to be provided at no cost to the Bank.</p> <p>----- ----- -----</p>
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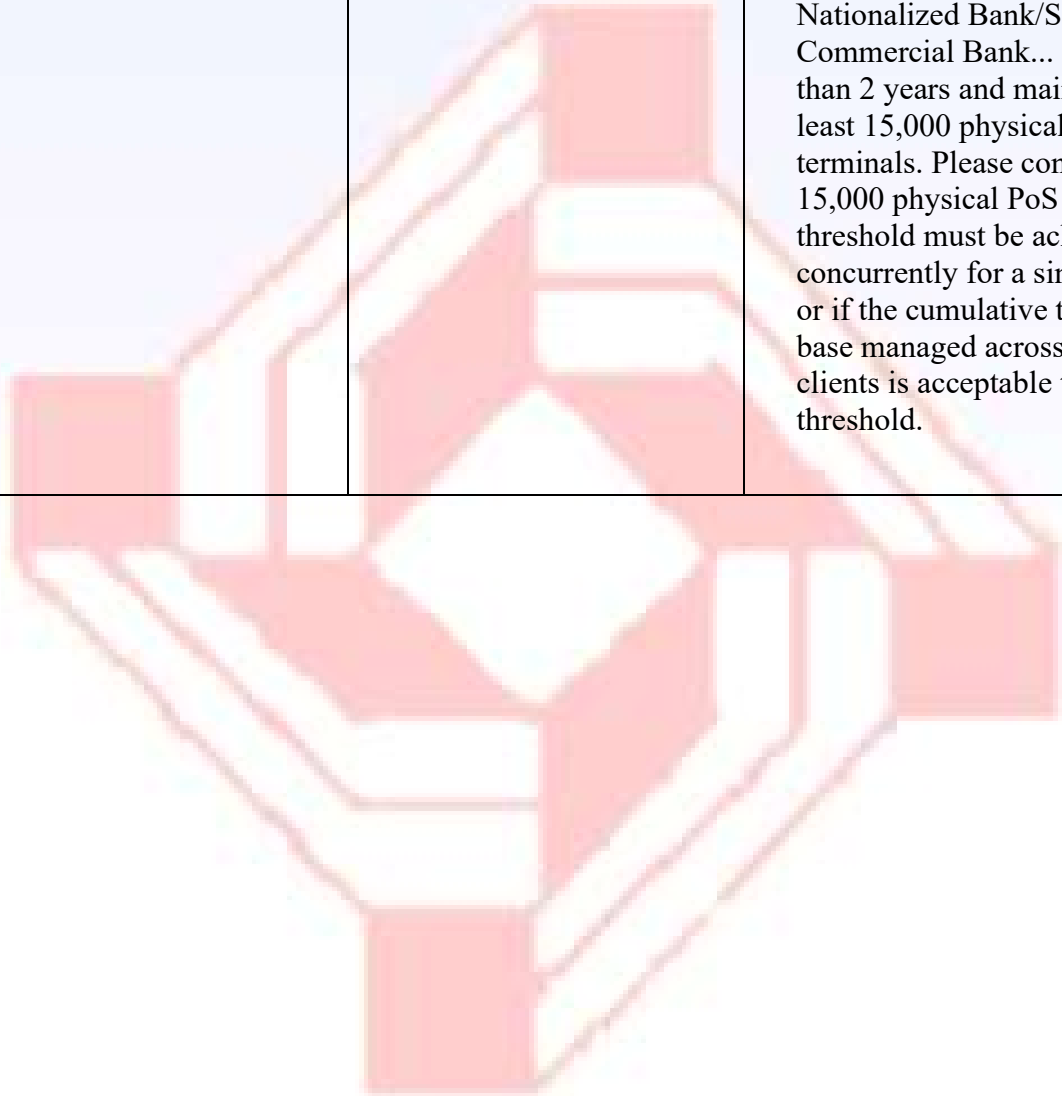
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					<p>B. Other facilities such as Aadhar Enabled Payment System (AEPS(Optional and the terminal should facilitate fingerprint authentication), integration with Merchants' Billing systems/ERP etc and any other major feature and functionality which may come in use in future on mutually agreeable man days cost basis These other facilities on mutually agreeable man days cost basis after contract execution.</p>
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20	15	3.5.xvi	Dedicated Merchant Help Desk Support	The requirement is for at least One (1) Customer Care Executive for every 1000 PoS terminals during peak business hours (7.00 A.M. to 11.00 PM). Please clarify if this ratio is based on the initial contracted volume (e.g., total 3300 existing terminals, plus new deployments) or the actual number of live terminals at any given point in time.	Actual no of live terminals at any given point of time
21	16	3.5.xxv.d	Timeline for Migration	The total timeline for completing migration of existing 3300 POS terminals is given as 6 months (2 months for system readiness + 4 months for migration) from the date of instruction. Please confirm if this timeline is feasible considering logistics, merchant visits, and signing new agreements, and whether any relief would be provided for delays attributable to the existing service provider.	No change in timeline. However delay not attributed to successful bidder would not be considered while migration of existing merchants.

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22	26	4.2.2	Eligibility Criteria: Experience	The criterion requires experience with at least one Nationalized Bank/Scheduled Commercial Bank... for more than 2 years and maintaining at least 15,000 physical PoS terminals. Please confirm if the 15,000 physical PoS terminals threshold must be achieved concurrently for a single Bank, or if the cumulative terminal base managed across all Bank clients is acceptable to meet this threshold.	cumulative terminal base managed across all Bank clients is acceptable to meet this threshold.
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23	26	4.2.4	Eligibility Criteria: Turnover	The minimum annual turnover required is ₹10.00 Crore and above for each of the last three financial years (FY 2022-23, 2023-24, and 2024-25). Please confirm if the audited financials showing turnover for FY 2024-25 are mandatory for submission at the time of the RFP bid (Dec 2025), considering that the audit for that fiscal year may not be complete. Can the preceding three completed financial years be considered?	No change
24	28	4.2.9	Technical Infrastructure	The requirement states the IT infrastructure should preferably be a three (3) tier structure viz. DC, DRS & Near to Zero Data Loss within India but must have two (DC and DR). Please confirm that having a compliant two-tier structure (DC and DR of same capacity) is sufficient to meet the mandatory requirement.	Three (3) tier is preferable. However two-tier structure (DC and DR of same capacity) is sufficient. DC and DR should be in real time sync. Remaining terms and conditions shall remain unchanged.

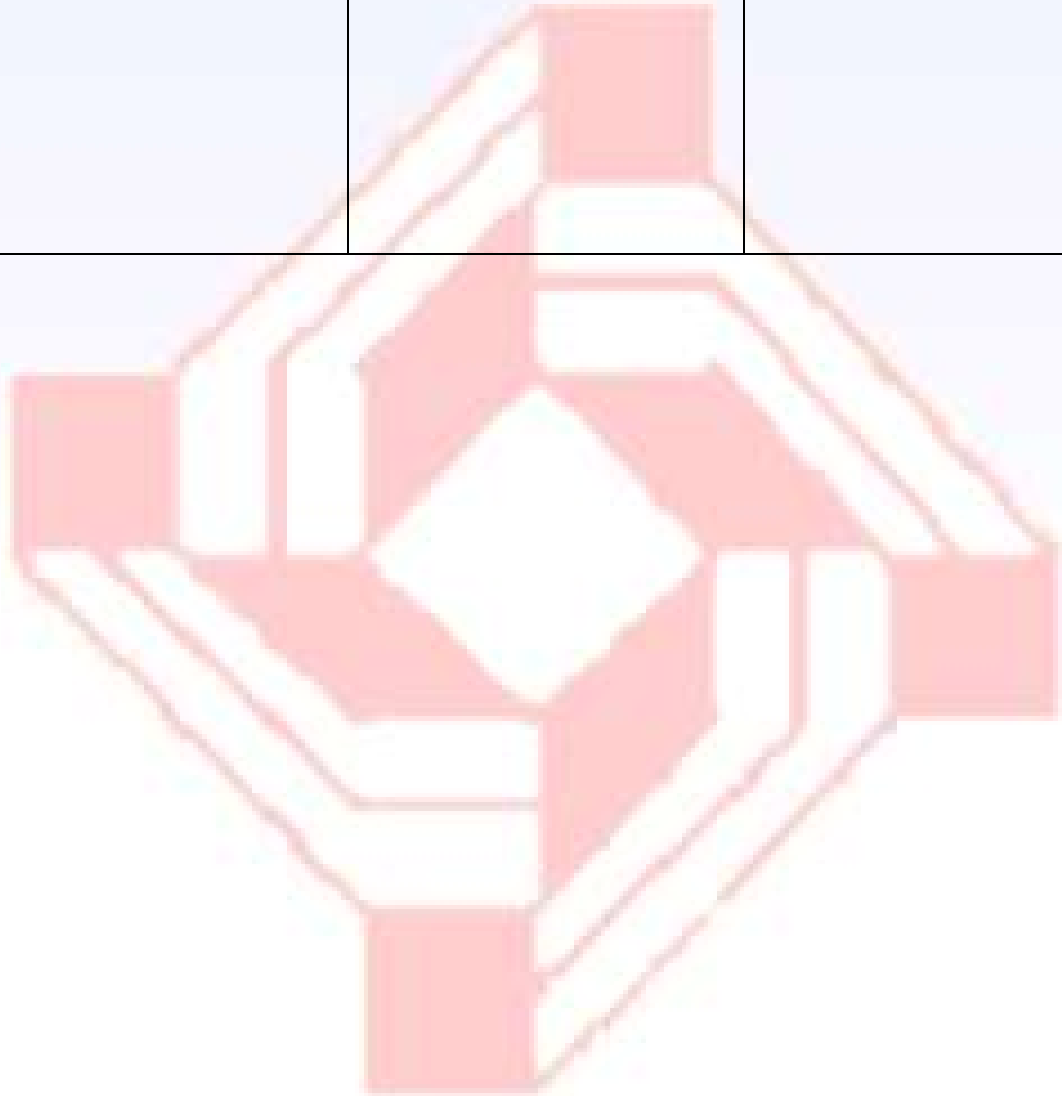
25			Onboarding	<p>Regarding the onboarding process, we are considering two methods: API integration or standard email communication.</p> <p>If we proceed with the API integration, could you please specify which team or party will be responsible for consuming the API</p>	Successful bidder/s to provide portal for onboarding merchants. For any communication with CBS/ Middleware or any other system , API based integration will be the only method.
26	New Merchant Onboarding within 3 Months	3.3	8	Terminal certification with various networks especially Rupay has a far higher TAT. Pls consider actual time taken for certifications since the penalty is very high.	Time taken for certification will be excluded how ever there should not be delay at successful bidder's part.
27	Migration of Existing POS Terminals	XXV (a)	16	Execution of tripartite agreements with merchants on stamp papers - Cost should be borne by the bank as would be for new onboardings	Please refer point no 18
28	Migration of Existing POS Terminals	XXV (d)	16	Terminal certification on Bank's BIN can not happen within 2 months as Rupay network takes time & is not in our control. Pls consider actual time taken for certification	Please refer Point no 26

29	Bidder is expected to bear entire Fraud & Risk Liability	XXiii	16	Managing of Fraud & Risk can be done by us but the ultimate financial liability of such risk has to rest with the bank since the merchant belongs to & is referred by the bank	Merchant onboarding is referred by the Bank. During course of business i.e. transactions happening on terminal, the fraud and risk to be borne by the successful bidder as merchant monitoring will be done by the successful bidder.
30	The Bidder has to ensure that POS terminals are new	iX	20	Pls consider high quality QA tested reused devices as they operate like new devices only	There should not be visible wear and tear of the terminals and the terminals should have been issued to Central Bank of India merchants only.
31	Upper ceiling on TAT for Installations & Repairs	X	20	TAT for NE locations and rural should be 10 days. For some non servicable PIN codes it could go upto 25 days also (example Ladakh & Lakswadeep)	Bank's decision in this regard shall be final.
32	Any card payment application used must be PA DSS compliant	Viii	21	PA DSS has been replaced with PCI SSF and is not required unless third party applications are used within the solution being provided.	PCI DSS should be referred as PCI SSF and it will be applicable where ever required.

33	Eligibility Criteria (Bidder is reqd to place 1 RM at each ZO. Bidder is required to set up service centres where number of terminals installed is 300+ and also in Guwahati)	28	32 & 33	1 RM at each ZO is not reqd as high levels of service can be achieved through dedicated central helpdesk with cutting edge technology. Every merchant has a dedicated RM to take care of their needs. Also service centres are better managed centrally. Rqst to move this outside of the Eligibility Criteria	1 RM should be dedicated to each ZO apart from merchant RM.
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34	Eligibility Criteria (Bidder should have the capability to support and run Grain Projects where POS application needs to be developed as per Govt /Food Agencies for Rabi & Kharif Crops)	25	31	Pls clarify if large Govt Projects where customised applications have been given can be considered to be Projects of similar nature	Bidder should have capability to support and run Grain projects like Pungrain.
35	BIN Certification Cost to be borne by Bidder	xiii	15	This will have an effect on TCO. Kindly consider	BIN certification cost shall be borne by the Bank.
36	Periodical Hardware certification at the cost of bidder	xiv	15	This will have an effect on TCO. Kindly consider	No change

37	Ability to interact and connect with other aggregators like Pine Labs, innoviti, Ezetap etc	29	92	Kindly clarify the requirement	Bidder should be able to integrate aggregators where they bring multiple Bank option at single terminal.
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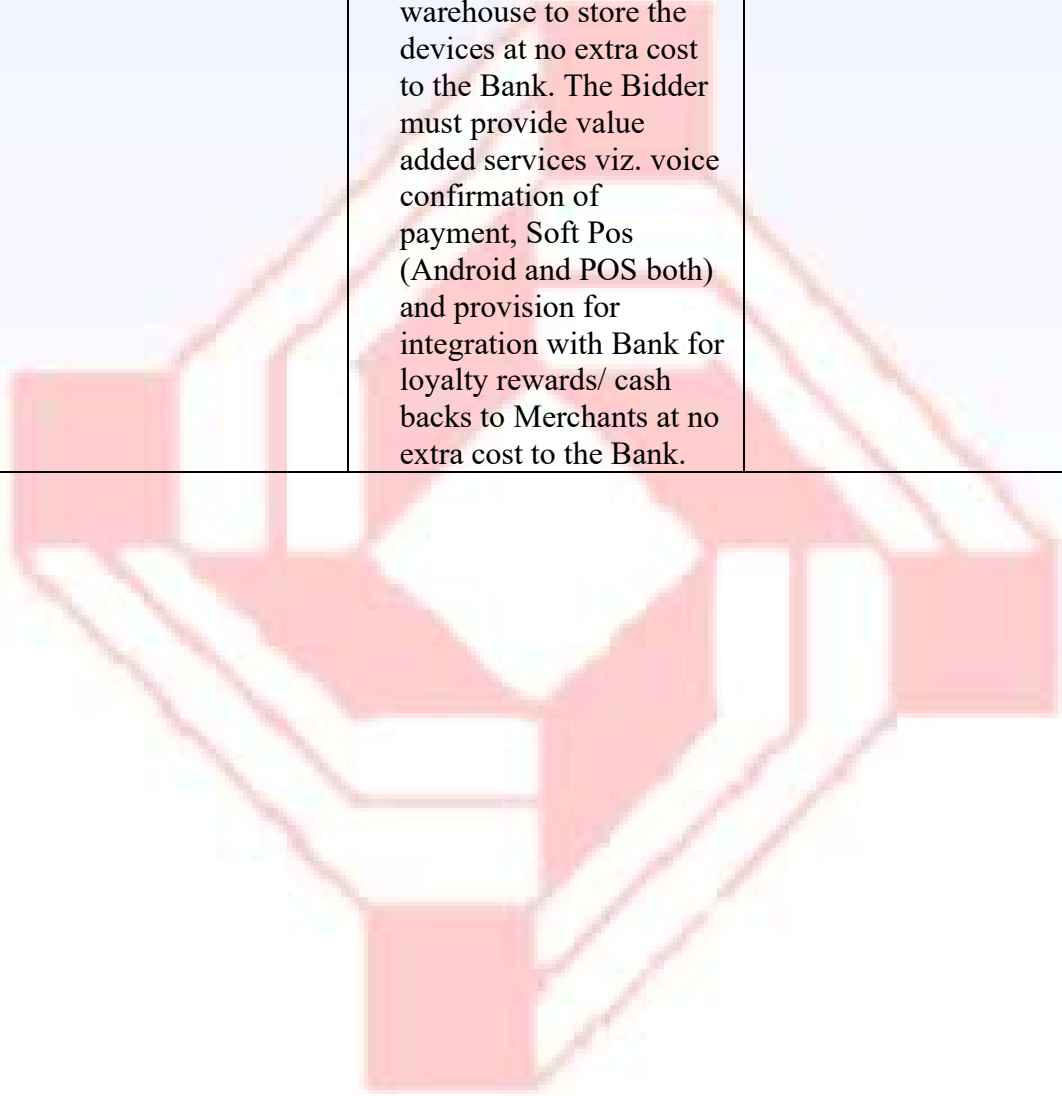


38	7	Background Note, clause no.2	<p>NOTE:</p> <p>a) For a particular Solution, only the OEM or its authorized representative can bid. If both the OEM and its authorized representative bid for the same Solution, both the bids will be rejected.</p> <p>b) If any Solution of Principal/ Original Equipment Manufacturer (OEM) is being quoted in the tender, the OEM Company cannot bid for any other OEM's product.</p> <p>c) In case of Indian Authorized Representative (IAR)/ Agent, maximum two Authorized Representatives of a particular Principal or Original Equipment Manufacturer (OEM)/ Solution Provider can participate in the tender</p>	Business to note	Query not clear
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			<p>process. d) Joint/ Consortium Bids are not permitted. e) In case of a Parent Bidder running subsidiary company structure, the experience & business figures of its wholly owned Subsidiary in the field of merchant acquiring business will be considered for ensuring conformity to eligibility criteria only when such wholly owned subsidiary has been in existence for a minimum period of last two years as on the date of RFP.</p>		
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39	7	Scope of work no.3.1	Bidder to make their own arrangement for warehouse to store the devices at no extra cost to the Bank. The Bidder must provide value added services viz. voice confirmation of payment, Soft Pos (Android and POS both) and provision for integration with Bank for loyalty rewards/ cash backs to Merchants at no extra cost to the Bank.	Business & BF to note	Query not clear
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40	8	3.3.1 MAKE IN INDIA	<p>This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Promotion of Industry and Internal Trade (Public Procurement Section) order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019, revision order No. P-45021/2/2017-PP (BE-II) dated June 04, 2020 and subsequent revision order no. P-45021/2/2017-PP (BE-II) dated 16th September, 2020.</p>	Business to note	Query not clear
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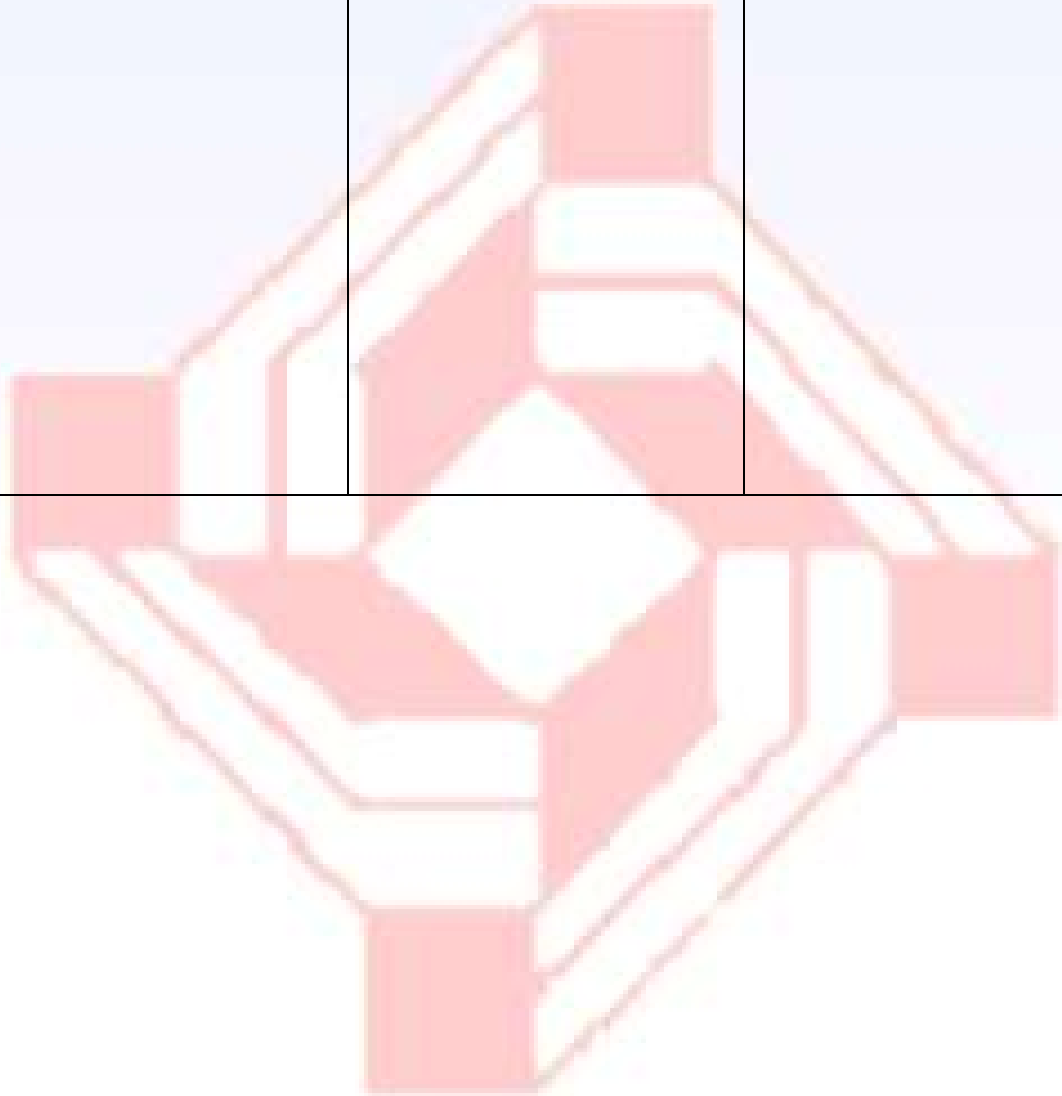
41	8	Scope of work no.3.3	<p>3.3 New Merchant on-boarding: - The Bidder should start on-boarding of fresh merchants on POS terminals within a maximum period of 3 (three) months from the date of instructions of the Bank. This will include all aspects like development of Software, switching, development of infrastructural set-up for on-boarding of merchants, risk analysing, reconciliation, Dashboard, etc.</p> <p>Any delay over & above the above stipulated period of 3 months will attract penalty of ₹ 5 (Five) lakhs per week or a part thereof for a period of next 8 weeks. If the Bidder fails to make the infrastructure ready within this total period (3</p>	Business & BF to note the time lines and penalty.	Query not clear
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			<p>months + 8 weeks with penalty), the Bank reserves the right to terminate the Contract with the Bidder. In this case, Bank also reserves the right to forfeit the proceeds of Performance Bank Guarantee and also, initiate suitable action to blacklist the Bidder. Besides, the Bank, at its discretion, may also offer the work order to the L2 Bidder.</p>		
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42	11	Scope of work no.3.3.2	“The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority	Business	Query not clear
43	16	scope of work Clause 3.5.xxiii.	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. Alerts to Bank and Merchants should be there in module for flagging suspicious or	It is suggested that liability for chargeback shall be out of purview of the Bidder/ HPY	No change

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			fraudulent transactions		
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44	17	scope of work Clause 3.5.xxv. E.	<p>e. Any delay over & above the stipulated period of 6 months (2 months+4 months) will attract penalty of ₹10,00,000 (Rs. Ten lakhs) per week or a part there of for a period of next 8 weeks. If the Bidder fails to migrate the entire existing terminals to its own new set-up within this total period (6 months +8 weeks with penalty), Bank reserves the right to terminate the contract with the Bidder. In this case, Bank also reserves the right to forfeit the proceeds of Performance Bank Guarantee and also, initiate suitable action to black-list the Bidder. Besides, the Bank, at its discretion, may also offer the work order to the L2 Bidder who shall submit the Implementation Plan</p>	Business and BF to note	Query not clear
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			<p>(PERT Chart) with proper timelines within 1 week from issuing the Letter of Intent by the Bank.</p>		
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45	19	Scope of work Clause 3.5 xlvi	xlvi. The Bidder should pick up the PoS terminal from merchant's location within a maximum period of 5 days from obtention of approval for its de-installation from the Bank. Bank will not be liable for any assistance in this regard.	Business to note. Suggested to have certain reporting point of contact in case Service provider faces any issues and requires to inform the bank.	Query not clear
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46	54	REVIEW OF THE PERFORMANCE /TERMINATION OF CONTRACT clause 19	<p>a) The performance and the quality of services given by the Bidder will be reviewed by the Bank in every 3 months.</p> <p>b) If performance of the services rendered by the Bidder are not found satisfactory and/ or jeopardizing the interests of the Bank, then the Bank reserves the right to terminate the contract by giving 3 months' notice to the Bidder.</p> <p>c) However, in case the Bidder intends to withdraw or back out from the Contract, it will have to inform the Bank by giving a minimum of 6 (six) months advance notice.</p> <p>d) The decision of the bank regarding quality of services and termination of contract</p>	Business to Note.	Query not clear
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			<p>shall be final and binding on the Bidder.</p>		
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47	58	20.11 TRAINING:	The Bidder shall provide a detailed operations and maintenance manual for use of the staff including training the Bank's personnel. Bidder should submit detailed course content and provisional agenda along with the Bid. The course will be designed in such a capsule manner that duration will be of 1 -2 days.	Business to note training period.	Query not clear
48	57	20.8 SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE:	I. The successful bidder should submit a Security Deposit/ Performance Guarantee acceptable to the bank for 3% of TCO (Total Cost of ownership) from the date of acceptance of the Order.	Suggested to allow 10 days time for BG from the date of acceptance of PO. Business to note.	No change

49	57	20.8 SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE:	Performance Bank Guarantee obtained from any of the Scheduled Commercial Banks (Other than Central bank of India) acceptable to the Bank submitted or security deposit made should be valid for a period of 39 months, from the date of acceptance of order and shall be retained till the completion of contract period. The guarantee should also contain a claim period of three months from the last date of validity. However, it should be as per the bank's format provided in RFP. The proceeds of the Bank Guarantee shall be payable to the Bank as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. IV. The selected bidder	1. Business to check and confirm the exact validity of BG whether for 39 month or contract period plus 6 months. Business to also note the penalty for delayed issuance of BG. Hence having 10 days time from Acceptance of PO is recommended.	The BG period should be 60 months from the contract start date. It should have claim period of One year from contract end date.
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			<p>shall be liable for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of non-completion of the project.</p> <p>V. The security deposit/ bank guarantee will be returned to the bidder within six (6) months after completion of the contract period/ extended period of the contract with the consent of both the parties, whichever is later.</p>		
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50	63	20.23 ASSIGNMENT:	The Bidders 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.	Business to note.	Query not clear
51	67	31. SUBCONTRACTING:	As per scope of the RFP, subcontracting is prohibited. However, if due to some unavoidable circumstances, such requirement is needed in part or full; then the Bidder will have to 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.	Business to note. It is suggested to share the details of subcontracting and vendors to the bank and obtain its consent.	Query not clear

52	7	Clause 3.1 – Scope of Work	Bidder to migrate all existing POS terminals within 6 months	Request to extend migration timeline to 9 months due to field challenges and merchant availability. Can you please share the count of existing terminals	3300 terminals
53	7	Clause 3.1 – Scope of Work	Bidder to bear cost of migration from existing service provider	Clarify if any support will be provided by the Bank for merchant communication during migration.	Bank will share the communication details along with necessary support through its branch offices/RO/ZO.
54	7	Clause 3.1 – Scope of Work	Bidder to provide end-to-end solution including merchant onboarding	Confirm if Bank will share merchant leads	Please refer relevant clause of RFP
55	7	Clause 3.1 – Scope of Work	Bidder to provide warehouse for storing devices at no extra cost	Request to allow cost reimbursement for warehouse setup in remote regions.	No change
56	7	Clause 3.1 – Scope of Work	Bidder to provide loyalty rewards/cashback integration at no extra cost	Clarify if Bank will provide APIs for loyalty integration or bidder needs to develop.	Bank will share APIs
57	8	Clause 3.3 – New Merchant Onboarding	Onboarding to start within 3 months from Bank's instruction	Request to extend onboarding readiness timeline to 4 months considering infra setup.	No change
58	8	Clause 3.3 – Penalty for delay	₹5 lakh per week for delay beyond 3 months	Suggest reducing penalty or introducing grace period for unavoidable delays.	The penalty will not be applicable for delays not attributable to the successful bidder.

					However decision of the Bank in this regard shall be final.
59	8	Clause 3.4 – Capex Model	Bidder to provide backend services for Bank-owned terminals	Clarify if bidder will be reimbursed for parts replacement beyond warranty.	AMC to be quoted. No separate reimbursement will be given.
60	8	Clause 3.4 – Capex Model	Bidder to provide backend services for Bank-owned terminals	Clarify if bidder will be reimbursed for parts replacement beyond warranty.	Refer point no 59
61	8	Clause 3.4 – Data Migration	Bidder to migrate entire merchant data at no cost	Confirm if Bank will provide data in standard format for migration.	Please refer relevant clause of RFP
62	6	Scope of Work	POS Deployment Volume	Please provide expected annual deployment volume.	10000 terminals
63	6	Scope of Work	Geographical Spread	Request breakup of expected deployments Urban/Semi-Urban/Rural.	As per actual requirement
64	6	Scope of Work	Operational Workload	Kindly specify daily ticket volume and expected workload.	Will be provided to succesful bidder. However, bidder can assume daily ticket volume and expected workload as per 3300 merchants.
65	9	Card Readers	EMV L1/L2 Certification	Please confirm acceptable EMV version.	Query is not clear

66	10	Features	Tip/Surcharge/Split Payment	Request mandatory vs optional feature classification.	Kindly refer RFP
67	11	Value Added Services	EMI/BNPL	Please confirm if issuer and brand tieups will be provided by the bank	Bank will provide.
68	13	3.4 VIII Scope of contract	Capability to supply and install POS	Please confirm if process of document collection and agreement signing for onboarding is to be managed by bidder.	Bank will enter into agreement with the merchant. However documents required at the time of installation of terminal to be collected by the successful bidder.
69	14	3.5 II	Sourcing of merchant applications	Is bidder expected to source its own leads for onboarding or lead generation will be done by the bank	Bank will share the leads for its own customers. While bidder may source its own leads.
70	101, 102	Page 101,102	Commercial Bid Format	It is mentioned in the RFP that the number of terminals is: 10000 (1K+8.5K+0.5K) Can you please share the growth plan for next 5 years.	Please refer RFP. Growth plan will be mutually discussed and finalized with succesful bidder.

71	1	Title	REQUEST FOR PROPOSAL (RFP) FOR Empanelment of vendors for End-to-End solution for merchant acquiring business through supply, installation, maintenance and management of Point of Sales (POS) terminals at various merchant establishments on Monthly Rental (OPEX Model) as well as CAPEX Model with monthly charges for back-end services	Request the bank to confirm if this is only empanelment of vendors or for awarding of contract	Contract will be awarded among empanelled vendors
72	7	3. SCOPE OF WORK	3.1 The scope of RFP involves providing end-to-end Solutions to set up, manage and Operate Merchant Acquiring Business through POS terminals on Monthly Rental Model (Opex) as well as on Capex Model with monthly charges for backend services on PAN India basis In Capex model, although the POS terminals will be	While this point mentions"Capex Model with monthly charges" the commercial model does not reflect the same. Request the bank to clarify if the AMC from year 2 onwards on terminals supplied under CAPEX model would be billed on a Monthly basis?	Bidder to quotate AMC separately as part of BOM. The AMC cost may be divided into monthly billing.

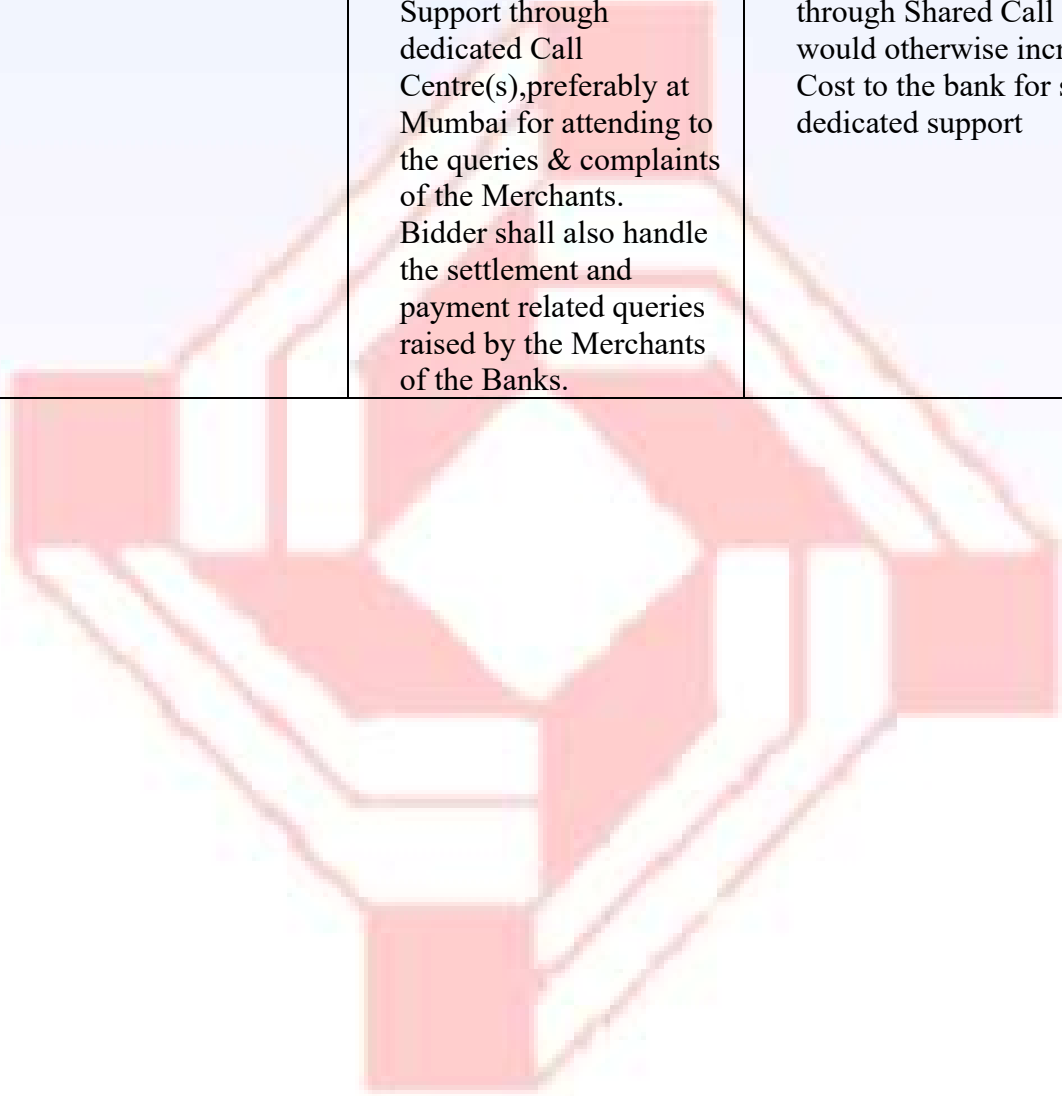
			provided by the bank yet, services and maintenance for all the other activities will be provided by the bidder on monthly charges for back-end services		
73	7	3. SCOPE OF WORK	execution of tri- partite agreement with the merchants afresh duly stamped in terms of applicable state laws, at Bidder's cost	Are all merchant agreements supposed to be tri-partitie with Merchant, Bank and Bidder as the parties? Please clarify	Please refer corrigendum.

74	7	Point 3 Scope of Work	Bidder shall migrate all existing PoS merchants from the existing service provider to its own setup and also on-board new merchants on acquiring platform by procurement of KYC & other documents and execution of tri- partite agreement with the merchants afresh duly stamped in terms of applicable state laws, at Bidder's cost.	Request the bank to clarify if the agreement needs to essentially be a tripartite agreement or bilateral. Are the existing agreements with merchants Bilateral or tripartite?	No change
75	8	3.2 Budgets allocated by MEITY, GOI:-	3.2 Budgets allocated by MEITY, GOI:-	Would the Bidder be allowed to claim these benefits for the devices deployed on the OPEX model as these would be owned by the Bidder?	Subsidy is available to Acquiring Bank or non-Bank entities on cost incurred for devices deployment on Capex model and already paid to vendors.
76	8	Point 3 Scope of Work	In addition to this, the Bidder should have the capability to provide the requisite infrastructure/ software/ application and its integration as per the specifications for procurement projects of State/ central Governments (like	The above clause pertains exclusively to FCI and Pungrain. Any additional billing software integration or in-app integration required by merchants shall be considered separately for costing and shall be subject to the requisite approvals and procedures.	Pungrain and FCI are only for reference. Similar procurement projects should be provided to Bank at no extra cost.

			PUNGRAIN in Punjab State) / Food Corporation of India (FCI), etc. at no extra cost to Bank.		
77	8	3.2 Budgets allocated by MEITY, GOI:-	Government through MeitY has given special focus and thrust on penetration of digital payments in North-Eastern region. MeitY has assigned a Merchant Acquisition Budget to the Bank out of which 80 % deployment should be in Rural areas (i.e. Tier III and below) and 20 % to be in North East geographies. In addition to this, the Banks have to maintain at least 50% of their total merchant base active in urban areas (Tier I and Tier II). Keeping in view	Whether the MeitY incentive is expected to be passed down to bidders for devices deployed on an OPEX Model	Please Refer point 75

			the spirit of Government, Bank intends to select Bidder with a strong acquiring presence in Rural & North East regions.		
78	13	3.4 Scope of Contract and Deliverables	viii. The bidder should have the capability to supply and install POS terminals, Merchant Management and Training, while the Bank will provide the Lead and necessary assistance in sourcing the Merchants	Does the bank expect sourcing from the bidder as well with onboarding services?	Please Refer point 69

79	13	IX	<p>The bidder should have a Merchant Helpdesk Support through dedicated Call Centre(s),preferably at Mumbai for attending to the queries & complaints of the Merchants. Bidder shall also handle the settlement and payment related queries raised by the Merchants of the Banks.</p>	<p>Request the bank to allow the Merchant Helpdesk support through Shared Call centre as it would otherwise increase the Cost to the bank for such dedicated support</p>	<p>Please refer point 3.5 xvi of RFP. Page no 15</p>
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80	14	<p>3.5 Standard services to be delivered by the Bidder(s) under this RFP for various Merchant Acquiring business Products are illustratively listed below but are not limited to the following</p>	<p>ii. Sourcing of merchant applications/documents from field & its proper scrutiny, site inspection, procurement & deployment of POS terminals/ QR Code/ other acceptance solutions and Management of terminals, field services, network services, transaction routing & authorizations, Association related processes (Settlement & compliances), Accounting & Reconciliation, Risk monitoring, Fraud control, Redressal of Charge back & Hold over issues, loss due to chargeback & fraud, Customer service, Dispute management & grievance redressal and providing required MIS, without any extra cost to Bank</p>	<p>Request the bank to confirm that the bidder will have full rights to reject any lead provided by the bank if they do not meet the risk profile. In case the bank insists on onboarding of such a merchant, the Merchant risk would completely lie with the bank and not the bidder. Request the bank to confirm our understanding</p>	<p>Understanding is correct.</p>
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81	14	<p>Page No. 14 3. SCOPE OF WORK (under 3.5 Point)</p>	<p>vi. Bidder is responsible for complete 'End-to-End' reconciliation including merchant level, GL level & Scheme level transactions. Bidder is responsible for reconciliation of settlements including chargebacks, Interchange fee, hold-over, re-presentments, pre-arbitrations and arbitrations etc. as per laid down rules for the purpose. Bidder is responsible to intimate the merchants for the disputes received and collect the relevant documents on behalf of Bank by approaching the merchants in timely manner and any other activity/ action required, without any extra cost to Bank.</p>	<p>Whether bank will provide Receivable GL Balances to match the respective Scheme Receivable accounts (Rupay, Maestro, Visa, Master, Amex & QR Txn's) to enable daily reconciliation. Currently GL recon is not in scope for CBI.</p>	<p>No change</p>
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82	16	xxiii.	<p>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. Alerts to Bank and Merchants should be there in module for flagging suspicious or fraudulent Transactions</p>	<p>Since the merchant is an ETB customer of the Bank, the financial liability should not rest with the bidder. The responsibility for providing services for fraud, risk, and chargeback for ETB merchants should responsibly of Bidder and Financial liability should stay with Bank under bilateral agreement.</p>	Please refer point no 29
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83	17	3.5 Standard services to be delivered by the Bidder(s) under this RFP for various Merchant Acquiring business Products are illustratively listed below but are not limited to the following	xxxii. Permission to Bank to conduct Audit of data, books (relating to CBoI), IT infrastructure etc. These Audits can be done by External agencies or Bank's agencies	Request the bank to modify this clause to restrict such audit count to 2 per annum, beyond which the bidder would need to be reimbursed for the support efforts for such audit support	No change
84	18	3.5 Standard services to be delivered by the Bidder(s) under this RFP for various Merchant Acquiring business Products are illustratively listed below but are not limited to the following	xliii. Development, maintenance, customization, integration with other apps and periodical up-gradation of QR merchant application software, at no extra cost to the Bank.	Request the bank to modify this clause to delivery by the bidder at no extra cost restricted to the scope of work as defined in the RFP. Any customization over and above to be paid by the bank as change request billable to the bank at mutually agreed rates	No change

85	20	x Upper ceiling of TAT	TAT for terminal repair: Metro:2 days, Semi Urban: 5days, Rural: 7 days	Kindly consider the TAT for terminal repair as 15 days from the date of arrival of terminal at repair center. However Bidder is committed to replace the faulty terminal within the agreed TAT.	TAT for terminal repair/replacement: Metro:2 days, Semi Urban: 5days, Rural: 7 days
86	20	X	Upper Ceiling of TAT	Minimum adherence level should be considered as 90% for Installation,	No change
87	22	3.9 vii	Insurance and maintenance of POS terminals to be taken care by bidder	Insurance for bank owned asset needs to be taken by bank. Replacement of Adapter / cables for bank owned asset against non-working / damages to be procured by bank.	No change
88	24	3.10 FURTHER, THE SUCCESSFUL BIDDER SHALL ENSURE THAT	e. No records/ computer data base/ data to be erased, deleted, purged, modified and/ or destroyed by the successful bidder/s.	Request the bank to define the data retention period herein. Bidder would suggest the bank receive the data back up at regular intervals and retain such data at their end for the time period as desired	No change

89	24	3.10 FURTHER, THE SUCCESSFUL BIDDER SHALL ENSURE THAT	viii. Data replication in Core Banking Solution (CBS)/ Enterprise Data Warehouse (EDW) should be ensured by the Bidder with suitable replication solution/ Software as per Bank's requirement. Data should be complete replica of the original or live data base/ flat file as per Industry best practice.	Request the bank to provide more clarity on this requirement as it is not a standard industry practice for bidder to replicate data in the banks systems	No change
90	31	4.2 ELIGIBILITY CRITERIA :	25. Bidder should have capability to support and run existing and new Grain projects where in PoS application need to be developed as per Govt./ Food Agencies for Rabi and Kharif Crops. Profile of Project Team/Previous assignments of similar nature/Detailed Project Plan to be submitted	While the bidder may have done this activity oin the past for other banks, what is the expectation from the Bank to substantiate the same? Profile of project team and detailed project plan can be setup and shared on award of contract and initiation of the Grain project. Request the bank to allow for a self declaration with details to be provided to the bank at a later date based on the banks specific requirement	Please refer point 34

91	32	4.2 ELIGIBILITY CRITERIA :	<p>28. The bidder is required to place 1 (one) Relationship/ Project Manager and 1 (one) Technical Manager at Bank's Corporate Office, Mumbai, as per requirement of the Bank, without any extra cost to the Bank</p> <p>The Bidder is required to place 1 (one) Relationship Manager at each Zonal Office & 1 (one) at North-East region (Guwahati Zone) and any new Zonal Office established in future, at no extra cost to the Bank.</p> <p>List of present Zonal offices numbering 13</p>	<p>Request the bank to confirm this requirement is for shared resource being made available to the bank or dedicated resource? Please note the bidder can provide services to the bank using shared resources, while adding dedicated resource would add to the project cost. Request the bank to please consider and clarify on shared resources</p>	No change
92	33	28	Bidder should have dedicated Call center, preferably at Mumbai.	Request the bank to allow the Merchant Helpdesk support through Shared Call centre as it would otherwise increase the Cost to the bank for such dedicated support	Please refer point no 79

93	54	Clause 19 (c) - Review of the Performance/Termination of Contract	(b) If performance of the services rendered by the Bidder are not found satisfactory and/ or jeopardizing the interests of the Bank, then the Bank reserves the right to terminate the contract by giving 3 months' notice to the Bidder. (c) However, in case the Bidder intends to withdraw or back out from the Contract, it will have to inform the Bank by giving a minimum of 6 (six) months advance notice.	The notice period timeline for both should be same, the bank and the bidder should serve same term of notice to each other for termination.	No change
94	55	20.5	UP Time - Rs.1000 per day per pos penalty for delay installations	This penalty is excessive and request the bank to reduce/rationalize it to INR 50 per instance only.	No change

95	69	ANNEXURE-1: Other Clauses	3. Whether all pages are authenticated with signature and Seal? (Full signature to be affixed and not initials). Erasures/ Overwriting /Cutting /Corrections authenticated Certification/ Undertaking is authenticated?	Request the bank to clarify if it expects the documents submitted to be figitally signed using a DSC? Or Physically singed with Full Signature and then scanned as an image? As Scanned documents would increase the file size impacting the upload. Request the bank to provide sufficient upload space to accomodate scanned documents if DSC is not acceptable.	Digitally signed documents are acceptable subject to applicable provisions of IT Act 2000.
96	91	15	Whether dedicated helpdesk is available. Modes of receipt of complaints could be through toll free number, SMS, E-Mails etc.	Request the bank to allow for shared Toll Pay number as part of the requirement	No change

97	100	ANNEXURE-15 Bill of Material/ Commercial Bid	Item-1: Bank owned 5G/4G/GPRS/Wi- Fi terminals with Charge slip Printing (under Capex Model)- Estimated Quantity 1000 per year	Provision to quote Cost per unit an AMC applicable from year 2 is given to the bidder. Request the bank to add a monthly management fee for these devices as well for the other supporting activities like Field services, Consumables, transaction processing which are all recurring run activities.	No change
98	100	ANNEXURE-15 Bill of Material/ Commercial Bid	Item-1: Bank owned 5G/4G/GPRS/Wi- Fi terminals with Charge slip Printing (under Capex Model)- Estimated Quantity 1000 per year	Alternatively, does the bank expect the bidder to quote for annual payable fee including all costs for the services sought by the bank? Would these amounts thus be payable in advance?	Please refer the Commercial bid format of RFP.
99	100	ANNEXURE-15 Bill of Material/ Commercial Bid	Item-1: Bank owned 5G/4G/GPRS/Wi- Fi terminals with Charge slip Printing (under Capex Model)- Estimated Quantity 1000 per year		Query is not clear

100	102	ANNEXURE-15 Bill of Material/ Commercial Bid	TCO CALCULATION TABLE Capex Model)- Estimated Quantity 1000 per year Calculation D1 =1000 x A*x 5 D2= 1000 x B*x 4 D3= 1000 x B*x 4 D4= 1000 x B*x 4 D5= 1000 x B*x 4 D6= 1000 x B*x 4	Request the bank to please clarify on the basis of this calculation D1 - Does this imply bank is seeking to procure 1000 devices every year hence the 5 multiple? D2,D3,D4,D5 & D6 - Does this mean the bank is committing to pay for 4 years of AMC for devices procured by it on year 5? hence a locked in commitment to the bidder for such billing?	The devices deployed shall be for 5 years. The device deployed in 5th year shall be services by the bidder for next 5 years. There will be no lock in applicable. No such commitment to bidder
101	102	ANNEXURE-15 Bill of Material/ Commercial Bid	5G/4G/GPRS/Wi-Fi terminals with Charge Slip Printing(under Opex Model) Estimated Quantity 8500 per year E1 =8500 x C* x 12 x 5 E2 =8500 x C* x 12 x 5 E3 =8500 x C* x 12 x 5 E4 =8500 x C* x 12 x 5 E5 =8500 x C* x 12 x 5	Does this calculation indicate banks commitment to pay for 5 years for the devices procired by it in OPEX model in the 5th year as well? And hence to be treated as a lock-in for the bidders billing?	The devices shall be deployed for 5 years. The device deployed in 5th year shall be serviced by the bidder for next 5 years. There shall be no lock in applicable. No such commitment to bidder

102	102	ANNEXURE-15 Bill of Material/ Commercial Bid	5G/4G/GPRS/Wi-Fi Light version without Charge Slip Printing - Estimated Quantity 500 per year (under Opex) F1 =500 x C*x 12 x 5 F2 =500 x C*x 12 x 5 F3 =500 x C*x 12 x 5 F4 =500 x C*x 12 x 5 F5 =500 x C*x 12 x 5	Does this calculation indicate banks commitment to pay for 5 years for the devices procired by it in OPEX model in the 5th year as well? And hence to be treated as a lock-in for the bidders billing?	The devices shall be deployed for 5 years. The device deployed in 5th year shall be serviced by the bidder for next 5 years. There shall be no lock in applicable. No such commitment to bidder
103	125	PART 7 - SCHEDULE OF DATES, AMOUNTS ETC. (SDA)	Last Date and Time for receipt of Bids (Commercial & Technical) 10/12/2025- 03:00 PM	request the bank to provide an extension of atleast 10 days for the bid submission	The last date for bid submission has been extended to 31.12.2025.

104	15	xvi	<p>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 at least One (1) Customer Care Executive for every 1000 PoS terminals. Besides, the Bidder to make the IVRS/ Chatbot/ Mail/ Whatsapp services available on 24x7 basis for addressing concerns/ complaints of merchants should have the interface between our internal call centres without any extra cost to Bank</p>	<ol style="list-style-type: none"> 1. Request the bank to change this clause to: 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 call centre agents basis call volume per session (typically 1 hour)at least One (1) Customer Care Executive for every 1000 PoS terminals. Besides, the Bidder to make the IVRS/ Chatbot/ Mail/ Whatsapp services available on 24x7 basis for addressing concerns/ complaints of merchants should have the interface between our internal call centres without any extra cost to Bank 2. Please clarify on the support languages to be covered (English and Hindi support?). 3. Also need clarity on call centre support if need on all 7 days of the week or business days (5 days) between 7AM to 11PM. 	No change
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105	16	xxiii.	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. Alerts to Bank and Merchants should be there in module for flagging suspicious or fraudulent transactions	Please confirm if the bidder would be bearing the risk of chargeback, fraud, scheme penalties, etc. If yes, will the bidder have control over what the bidder can or cannot board under this relationship?	Bidder may reject onboarding if risk scurtiny is not favorable. However Bank will bear risk if such merchants are onboarded upon Bank's written instructions.
106	31	4.2 ELIGIBILITY CRITERIA 22.	The bidder should agree to the terms and conditions of Service Level Agreement as per RFP should they become L1 or any other Bidder matching with L1 at the discretion of the Bank. (Bidder to specifically confirm on their letter head in this regard).	Any terms shall be subject to mutual agreement of the parties. Request the bank to modify this clause accordingly.	No change

107	45	5.22 Part B-Technical Propo 5.22.3	Bidders must fully comply with all requirements. Non-compliance to any one of the requirements leads to disqualification of the Bidder in Part B-Technical Proposal.	As per clause 6. Evaluation of Bids, Bidders who succeed to score at least 75% marks shall qualify in Technical Evaluation and will be eligible for commercial bid. This clause contradicts with clause 5.22.3. Please confirm.	Please refer point 5.22.4 of RFP
108	78	ANNEXURE-3 Bid Covering letter format	We accept all the Instructions, Terms & Conditions and Scope of Work of the subject RFP.	The terms and conditions of the final contract will need to be mutually discusses and agreed which will supersede the RFP terms and conditions. Please confirm if our understanding is correct.	No change
109	96	ANNEXURE-11 COMPLIANCE STATEMENT	We hereby undertake that we comply with all the terms & conditions as given in the RFP to be eligible for bidding process and, we also agree to abide by all the terms & conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation	The terms and conditions of the final contract will need to be mutually discusses and agreed which will supersede the RFP terms and conditions. Please confirm if our understanding is correct.	No change

			may result in disqualification of bids).		
110	106	APPENDIX-D	FORMAT OF CONTRACT PERFORMANCE GUARANTEE	This needs to be submitted later by the selected bidder(s). Please confirm if our understanding is correct.	Understanding is correct.
111	113		GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS	Trust that these are not a part of the APPENDIX F- Integrity Pact. Please confirm.	Please refer Appendix 8.
112	122	APPENDIX G: Compliance Certificate with respect to RBI's "Master Direction on Outsourcing of Information Technology Services"		This needs to be submitted later by the selected bidder(s). Please confirm if our understanding is correct.	Part of bid documents.

113	13	3.4 Scope of Contract and Deliverables	The bidder should have a Merchant Helpdesk Support through dedicated Call Centre(s)preferably at Mumbai for attending to the queries & complaints of the Merchants. Bidder shall also handle the settlement and payment related queries raised by the Merchants of the Banks.	Please clarify if there will be any external systems to be accessed by Call Centre?	Query not clear
114	6	2. BACKGROUND	Bank may select one or more Bidder in addition to L1 and allocate work to it provided it is ready to match quotes of L1. Bank reserves its right to distribute work orders placed for time to time requirement between L1, L2 and L3 in the ratio of "50:30:20" of the total business (including migration of existing POS terminals). Bank may appoint dedicated vendor having major presence and strength in West, South, East or	Request the bank to share minimum commitment to volumes.	No change

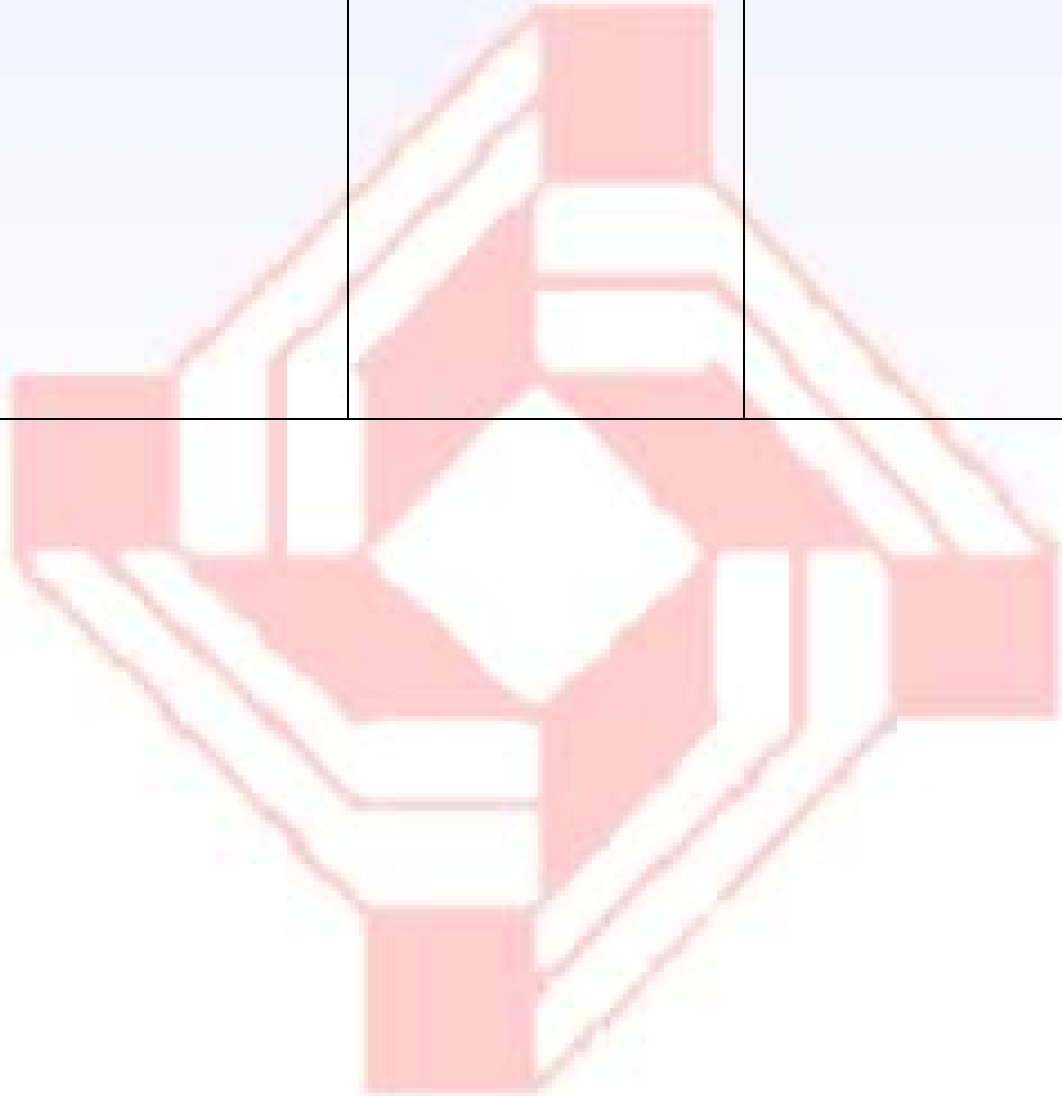
			North East region only amongst the selected bidder.		
115	38	5.6 Bid Prices	There will be no price escalation during the contract period and any extension thereof.	Any extension needs to be as per mutual agreement.	No change
116	50	7. LIQUIDATED DAMAGES	Any financial loss to the Bank on account of fraud/ data breach/ loss/ damage taking place due to the Bidder's, its employees or their service provider's negligence shall be recoverable from the Bidder along with the damages, if any, with regard to Bank's reputation and goodwill.	Bidder's liability for such clauses needs to be capped. Request the bank to amend this clause accordingly.	No change

			Decision of the Bank in this regard shall be final and binding on the Bidder		
117	23	3.9 RESPONSIBILITIES OF THE BIDDER xxvii	The service provider may procure the services of local Bidders/ sub-contractors, with the consent of the Bank, for terminal installation, merchant training, merchant help desk, terminal repair and servicing, supply of spares and consumables, terminal replacement and installation of terminal application software, as required by them. However, the service provider will be solely responsible for under performance or nonperformance and deficiency of services of	We will engage with or sub-contract to third-parties and it is not possible for us to take written permission every time we engage as an entity as we work with sub-contractors on Pan India Basis. However we shall remain fully responsible to you for any acts or omissions of our subcontractors. Request the bank to incorporate this in the RFP.	No change. Bank is expecting that third party/sub-contractors shall not be hired on ad-hoc basis. Bidder is expected to have a contract for such services.

			such third-party bidder (s).		
118	67	31. SUBCONTRACTING	As per scope of the RFP, subcontracting is prohibited. However, if due to some unavoidable circumstances, such requirement is needed in part or full; then the Bidder will have to 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	We will engage with or sub-contract to third-parties and it is not possible for us to take written permission every time we engage as an entity as we work with sub-contractors on Pan India Basis. However we shall remain fully responsible to you for any acts or omissions of our subcontractors. Request the bank to incorporate this in the RFP.	No change. Bank is expecting that third party/sub-contractors shall not be hired on ad-hoc basis. Bidder is expected to have a contract for such services.

RFP for Empanelment of Vendors for End-to-End solution for Merchant Acquiring Business through Supply, installation, maintenance and management of Point of Sales (POS) terminals at Various merchant establishments On Monthly Rental (OPEX Model) as well as CAPEX Model with Monthly Charges for Back-end Services

			<p>its own discretion may permit or deny the same.</p>		
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119	49-50	7. LIQUIDATED DAMAGES	<p>i. If the Bidder fails to deliver or perform the services within the stipulated time schedule as decided in SLA, CBOI shall, without prejudice to its other remedies available under the agreement/ contract, deduct from the ordered price, the liquidated damages @ 1% of the amount of Invoice/ Bill drawn for the preceding month for each week or part thereof of such delay, subject to a maximum of 10% of the monthly invoice for a cumulative period of 10 weeks, until satisfactory performance is ensured. CBOI reserves all the rights to levy the penalties under the Contract in case satisfactory services are not restored. Bank is entitled to withhold or deduct liquidated damages from the price</p>	<p>This clause is not acceptable.</p> <p>In case of bidder's failure to execute the work under the SLA as per callout schedule and which is attributable to CBI, the bidder should not be held responsible for any delays.</p> <p>We cannot accept deduction of any amount or payment of any amount under this clause.</p>	No change
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			<p>under the Contract or any other amount, which is due to Bidder from this Contract.</p> <p>ii. Any loss caused to the Bank or claims made against the Bank owing to nonperformance of the service provider as per the SLA, or non-compliance of the Regulatory guidelines, will attract liquidated damages to the extent that the claim is made against the Bank. The Bank reserves the right to recover this amount from any dues payable or to accrue to the Service Provider in future in any form.</p>		
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120	52	16. DELAYS IN THE BIDDER'S PERFORMANCE	<p>Delivery of the goods and performance of the Services shall be made by the bidder in accordance with the time schedule specified by purchaser. Any delay in performing the obligation by the bidder will result in imposition of liquidated damages and/ or termination of rate contract for default. In case of undue delay, the Bank reserves the right to forfeit the amount of Performance Guarantee.</p>	<p>This clause is not acceptable.</p> <p>In case of bidder's failure to execute the work and/ or delivery of goods and performance of services under the SLA as per callout schedule and which is attributable to CBI, the bidder should not be held responsible for any delays.</p> <p>We cannot accept deduction of any amount or payment of any amount under this clause.</p>	No change
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121	8	3.3 New Merchant on-boarding	<p>The Bidder should start on-boarding of fresh merchants on POS terminals within a maximum period of 3 (three) months from the date of instructions of the Bank. This will include all aspects like development of Software, switching, development of infrastructural set-up for on-boarding of merchants, risk analysing, reconciliation, Dashboard, etc.</p> <p>Any delay over & above the above stipulated period of 3 months will attract penalty of ₹ 5 (Five) lakhs per week or a part thereof for a period of next 8 weeks. If the Bidder fails to make the infrastructure ready within this total period (3 months + 8 weeks with penalty), the Bank reserves the right</p>	<p>We have 90% SLA adherence agreement with our service partners, we can work to adhere the SLA requirements.</p> <p>We cannot agree on the penalty provision mentioned in the RFP as many times deployments are dependent on Merchant availability, appointments, etc., and also other factors resulting in issues or delays due to Network outage (Govt Actions) catastrophic situations, Geo political, social issues beyond control of the service provider (NSTP cases).</p>	<p>Time taken for certification will be excluded how ever there should not be delay at successful bidder's part. Rest terms shall remain same.</p>
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			<p>to terminate the Contract with the Bidder. In this case, Bank also reserves the right to forfeit the proceeds of Performance Bank Guarantee and also, initiate suitable action to black-list the Bidder. Besides, the Bank, at its discretion, may also offer the work order to the L2 Bidder.</p>		
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122	17	3.5:Migration of existing POS terminals xxv(e)	<p>Any delay over & above the stipulated period of 6 months (2 months+4 months) will attract penalty of ₹10,00,000 (Rs. Ten lakhs) per week or a part there of for a period of next 8 weeks. If the Bidder fails to migrate the entire existing terminals to its own new set-up within this total period (6 months +8 weeks with penalty), Bank reserves the right to terminate the contract with the Bidder. In this case, Bank also reserves the right to forfeit the proceeds of Performance Bank Guarantee and also, initiate suitable action to black-list the Bidder. Besides, the Bank, at its discretion, may also offer the work order to the L2 Bidder who shall submit the Implementation Plan (PERT Chart) with</p>	<p>We have 90% SLA adherence agreement with our service partners, we can work to adhere the SLA requirements.</p> <p>We cannot agree on the penalty provision mentioned in the RFP as many times deployments are dependent on Merchant availability, appointments, etc., and also other factors resulting in issues or delays due to Network outage (Govt Actions) catastrophic situations, Geo political, social issues beyond control of the service provider (NSTP cases).</p>	No change
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RFP for Empanelment of Vendors for End-to-End solution for Merchant Acquiring Business through Supply, installation, maintenance and management of Point of Sales (POS) terminals at Various merchant establishments On Monthly Rental (OPEX Model) as well as CAPEX Model with Monthly Charges for Back-end Services

			<p>proper timelines within 1 week from issuing the Letter of Intent by the Bank.</p>		
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RFP for Empanelment of Vendors for End-to-End solution for Merchant Acquiring Business through Supply, installation, maintenance and management of Point of Sales (POS) terminals at Various merchant establishments On Monthly Rental (OPEX Model) as well as CAPEX Model with Monthly Charges for Back-end Services

123	55	20.5 UPTIME	20.5 UPTIME	<p>We have 90% SLA adherence agreement with our service partners, we can work to adhere the SLA requirements.</p> <p>We cannot agree on the penalty provision mentioned in the RFP as many times deployments are dependent on Merchant availability, appointments, etc., and also other factors resulting in issues or delays due to Network outage (Govt Actions) catastrophic situations, Geo political, social issues beyond control of the service provider (NSTP cases).</p>	No change
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124	54	19: REVIEW OF THE PERFORMANCE /TERMINATION OF CONTRACT 19 (b)	If performance of the services rendered by the Bidder are not found satisfactory and/ or jeopardizing the interests of the Bank, then the Bank reserves the right to terminate the contract by giving 3 months' notice to the Bidder.	This clause is not acceptable. Unilateral termination is not acceptable. A cure period should be provided to allow for performance improvement/rectify the breach before any decision to terminate the contract is made. Additionally, there should be a 'Mutual Termination Rights by Will' clause included.	No change
125	58	20.9 ORDER CANCELLATIONS	20.9 ORDER CANCELLATIONS	This clause is not acceptable. Unilateral termination is not acceptable. A cure period should be provided to allow for performance improvement/rectify the breach before any decision to terminate the contract is made. Additionally, there should be a 'Mutual Termination Rights by Will' clause included.	No change

126	23	<p>3.9 RESPONSIBILITIES OF THE BIDDER (xxvii)</p>	<p>On selection of successful Bidder and award of Contract under the RFP, Bank shall enter into contract with the Bidder only for all service obligations including execution of Service Level Agreement (SLA), Non-Disclosure Agreement (NDA), generation of monthly invoices & payment thereof along with treatment of tax liabilities, TDS etc. Bank shall deal with prime Bidder only and any third-party contract made by the Bidder and terms & conditions associated therewith will not be binding on Bank. The Bidder shall remain fully responsible for all acts of its contractors/ sub-contractors, if so, engaged by it at all times.</p>	<p>The Contract and its Terms should be subject to mutual discussion and agreement. Nothing can be binding until mutually discussed and agreed. The Contract should be the single binding document governing the arrangement and supersede all other documents/terms including the RFP, etc.</p>	<p>No change</p>
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127	54	20.3 EXECUTION OF AGREEMENT	<p>The selected bidder(s) shall mandatorily enter into a Service Level Agreement (SLA), Non-Disclosure Agreement (NDA) and Integrity Pact (IP) with the Bank, within 21 days from the date of acceptance of the Order or within such extended period as may be specified by the Bank at the time, place and in the format prescribed by the Bank. Failure to execute the Agreement makes the amount of EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected bidder. The Agreement shall include all terms, conditions and specifications of RFP and also the Commercials and Price, as agreed finally after Bid evaluation. The Contract shall be executed in English</p>	<p>The Contract and its Terms should be subject to mutual discussion and agreement. Nothing can be binding until mutually discussed and agreed. The Contract should be the single binding document governing the arrangement and supersede all other documents/terms including the RFP, etc.</p>	No change
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RFP for Empanelment of Vendors for End-to-End solution for Merchant Acquiring Business through Supply, installation, maintenance and management of Point of Sales (POS) terminals at Various merchant establishments On Monthly Rental (OPEX Model) as well as CAPEX Model with Monthly Charges for Back-end Services

			<p>language in two original, out of which one will be retained by the Bank and other by the successful bidder. The contract shall be valid till all contractual obligations are fulfilled.</p>		
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128	61	20.21 INDEMNITY	20.21 INDEMNITY	<p>We propose indemnity obligations to be mutual. We need an indemnity from CBI in line with our standard to cover for violation of rules, chargebacks etc.</p> <p>We need an overall cap on our liability. Additionally, the indirect consequential liability exclusion needs to be mutual for both the parties.</p>	No change
129	57	20.8 SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE:	<p>The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The assessment of performance will be the sole discretions of the bank. The Bank shall be notifying the selected bidder in writing before invoking the Bank guarantee</p>	This clause is not acceptable.	No change

130	62	20.22 INSPECTION/ AUDIT OF RECORDS	20.22 INSPECTION/ AUDIT OF RECORDS	We propose that the periodicity of audit by bank (possibly max. once a year) should be called out. CBI to provide us with at least one month notice prior undertaking any audits. The audit should be conducted only for regulatory perspective and CBI will be provided only that information which is governed under this contract	No change
131	65	28 RIGHTS OF BANK iii.	In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security/ Performance Guarantee given by the Bidder and other possible recourse without prejudice to the Bank thereof.	This clause is not acceptable.	No change

132	52	13. PATENT RIGHTS	<p>The Bidder shall indemnify the bank against all third-party claims of infringement of Patent, Trademark or Industrial Design rights arising from use of the Goods, or any part thereof in India. The Bidder shall, at their own expense, defend and indemnify the Bank against all thirdparty claims or infringement of intellectual Property Rights, including Patent, Trademark, Copy rights, Trade Secret or Industrial Design rights arising from use of the products or any part thereof in India or abroad. The Bidder shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the</p>	<p>We agree to provide an IP infringement indemnity in the event that a third party claim is made on you by reason of your using our solution/services. Such liability shall however be subject to the overall liability cap under the contract agreement executed between us.</p>	<p>No change. Bank shall not bear any responsibility for claim against IP infringement by using your solution/services.</p>
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RFP for Empanelment of Vendors for End-to-End solution for Merchant Acquiring Business through Supply, installation, maintenance and management of Point of Sales (POS) terminals at Various merchant establishments On Monthly Rental (OPEX Model) as well as CAPEX Model with Monthly Charges for Back-end Services

			<p>Bidder shall be fully responsible for, including all expenses and court and legal fees. The Bank will give notice to the Bidder of any such claim without delay, provide reasonable assistance to the Bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.</p>		
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133	53	17. FORCE MAJEURE	<p>Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the bidder and not involving the bidders' fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure situation arises, the bidder shall promptly notify the bank in writing of such condition and the cause thereof. Unless otherwise directed by the bank in</p>	<p>We propose that bidder will need to recover all pending dues from CBI prior to the termination due to force majeure event. In case of termination, the same will need to be borne by CBI for all dues prior to termination.</p>	No change
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			<p>writing, the bidder shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.</p> <p>In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five Calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform/ render/ discharge other obligations as far as they can reasonably be attended/ fulfilled and shall seek all reasonable alternative means for performance affected by the event of Force</p>		
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			<p>Majeure.</p> <p>In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three (3) months, the Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem.</p> <p>Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.</p>		
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134	67	30. RIGHT TO ALTER SCOPE	In the event of changes in the regulatory guidelines, bank reserves the right to change/ alter the Scope of Work.	Any material change in scope of work will need to be routed through change management and may incur additional cost. Request the bank to factor this in the RFP.	Regulatory changes to be made at no extra cost to the Bank.
135	21	3.9 RESPONSIBILITIES OF THE BIDDER:	Prepare a risk profile of the merchant, performing TRACE/ NMAS/ MATCH etc for merchants.	Will bidder be responsible for financial losses arising out of Chargeback and frauds. If yes, Will bidder have right to decline an application or customised the settlement terms at the time of initial underwriting. Additionally, as part of transaction monitoring, will Bidder have the right to hold settlement funds, block MID and terminate the relationship from risk management perspective?	Please refer RFP.

136	21	3.9 RESPONSIBILITIES OF THE BIDDER:	<p>xxvi. Service Provider to hire trained & experienced personnel so as to fully perform the contractual obligations arising under this RFP and, also to duly verify the antecedents/ background checks of such personnel as per the RBI guidelines before engaging them in providing, supporting and/or executing any services under 'End-to-End solution' for merchant acquiring business. Further, Service Provider will do re-verification check after every two years about the background of such personnel as per RBI guidelines</p>	<p>Will bidder need to hire dedicated resources for this RFI? Can we have some business estimate to ascertain the capacity needed:</p> <ol style="list-style-type: none"> 1. Is this proposal for only POS or will there be any E-com merchants as well 2. Will all of these merchants have banking relationship with CBI 3. How many backbook number of merchants would be covered uner this proposal and incrementally can we get a sense on year on year increase in number of merchants. 4. What is the tantative value and count of transactions we should anticipate for year 1,2,3 under this arrangement. 5. How many terminals should we anticipate under this proposal. 	<p>Please refer the relevant clause of RFP which is self explanatory.</p>
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137	7	3. SCOPE OF WORK	<p>The scope of RFP involves providing end-to-end Solutions to set up, manage and Operate Merchant Acquiring Business through POS terminals on Monthly Rental Model (Opex) as well as on Capex Model with monthly charges for backend services on PAN India basis. It involves deployment of POS terminals at merchant locations for acceptance of all types of cards, issued in association with VISA, MasterCard, RUPAY (also AMEX, if desired by the bank), Diners etc payment with UPI and/ or Bharat QR etc. by the Bidder and routing the transactions to Bidder's Switch/ Switching arrangement of bidder and then to the appropriate interchange switch viz. VISA/ MasterCard/ RUPAY/</p>	<p>Diners cannot be provided as it is limited to HDFC acquiring now</p>	<p>Bidder is required to submit evidence to support this query.</p>
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RFP for Empanelment of Vendors for End-to-End solution for Merchant Acquiring Business through Supply, installation, maintenance and management of Point of Sales (POS) terminals at Various merchant establishments On Monthly Rental (OPEX Model) as well as CAPEX Model with Monthly Charges for Back-end Services

			<p>JCB-CUPI/ AMEX/ Diners etc.</p>		
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138	7	3. SCOPE OF WORK	<p>Bidder shall migrate all existing PoS merchants from the existing service provider to its own set-up and also on-board new merchants on acquiring platform by procurement of KYC & other documents and execution of tri- partite agreement with the merchants afresh duly stamped in terms of applicable state laws, at Bidder's cost. The cost of printing of application forms, tripartite agreement including cost of stamps as applicable etc. will be borne by the Bidder.</p>	<p>Digital onboarding to be part of onboarding journey covering all key TnC required by bank. No forms will be printed</p>	<p>Bank is agreed to this arrangement. However Bidder to share the executed documents with the Bank.</p>
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139	8	Scope of work 3.3 New Merchant Onboarding	<p>The Bidder should start on-boarding of fresh merchants on POS terminals within a maximum period of 3 (three) months from the date of instructions of the Bank. This will include all aspects like development of Software, switching, development of infrastructural set-up for on-boarding of merchants, risk analysing, reconciliation, Dashboard, etc.</p> <p>Any delay over & above the above stipulated period of 3 months will attract penalty of ₹ 5 (Five) lakhs per week or a part thereof for a period of next 8 weeks. If the Bidder fails to make the infrastructure ready within this total period (3 months + 8 weeks with</p>	<p>3 months is very short time for system design, implementation and go live along with card network certification. In our experience, RuPay certificaion alone runs for a period of 3 months. Hence, requesting bank to increase go live and new merchant onboarding time to 4 months for Visa, Mastercard & RuPay.</p> <p>ALso, requesting Bank to review penalty framework with a clearly defined maximum limit.</p>	Please refer point 121
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			<p>penalty), the Bank reserves the right to terminate the Contract with the Bidder. In this case, Bank also reserves the right to forfeit the proceeds of Performance Bank Guarantee and also, initiate suitable action to blacklist the Bidder. Besides, the Bank, at its discretion, may also offer the work order to the L2 Bidder.</p>		
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140	13	3.4 Scope of contract and Deliverables	Bidders must have direct connectivity to VISA, Master Card, RUPAY, AMEX, Diners etc through Extended Access Server (for VISA), MasterCard Interface Point (for MasterCard), National Financial Switch (for RUPAY) and UPI switch etc	Switch should be duly certified by payment schemes such as VISA, MasterCard, and RuPay. Additionally, it would be beneficial if certifications for UPI, Amex, and Diners are also available.	No change
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141	17	xxv Migration existing POS terminals : d	<p>The Successful Bidder should make the system {Acquiring Switch (Own Switch or Switching arrangement) along with relevant software & hardware solutions including necessary certifications of new BINs from the respective Schemes} ready within a maximum period of 2 (two) months from the date of issue of instructions from the Bank. Thereafter, Successful Bidder should ensure complete migration of the existing 3300 (or actual) PoS terminals within a maximum period of 4 (four) months. Thus, the bidder shall complete the migration of merchants from existing system (Switch) to a new system (Own Switch or Switching</p>	<p>2 months is a very short time for system readiness (incl certification which alone is a min 3 month activity as stipulated by card networks) and 4 months is short time for entire system migration from existing partner to new system. Hence request bank to consider following timelines: System readiness & switch certification: 4 months Migration: additional 3 months Also, bank to confirm existing partner's support during the migration phase.</p>	Please refer point No. 26
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RFP for Empanelment of Vendors for End-to-End solution for Merchant Acquiring Business through Supply, installation, maintenance and management of Point of Sales (POS) terminals at Various merchant establishments On Monthly Rental (OPEX Model) as well as CAPEX Model with Monthly Charges for Back-end Services

			<p>arrangement) within a maximum span of 6 months (2 months+4 months) from the date of instruction from the Bank.</p>		
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142	17	xxv Migration existing POS terminals : e	<p>Any delay over & above the stipulated period of 6 months (2 months+4 months) will attract penalty of ₹10,00,000 (Rs. Ten lakhs) per week or a part there of for a period of next 8 weeks. If the Bidder fails to migrate the entire existing terminals to its own new set-up within this total period (6 months +8 weeks with penalty), Bank reserves the right to terminate the contract with the Bidder. In this case, Bank also reserves the right to forfeit the proceeds of Performance Bank Guarantee and also, initiate suitable action to black-list the Bidder. Besides, the Bank, at its discretion, may also offer the work order to the L2 Bidder</p>	Requesting Bank to review penalty framework with a clearly defined maximum limit for implementation delays.	No change
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RFP for Empanelment of Vendors for End-to-End solution for Merchant Acquiring Business through Supply, installation, maintenance and management of Point of Sales (POS) terminals at Various merchant establishments On Monthly Rental (OPEX Model) as well as CAPEX Model with Monthly Charges for Back-end Services

			<p>who shall submit the Implementation Plan (PERT Chart) with proper timelines within 1 week from issuing the Letter of Intent by the Bank.</p>		
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143	19	3.6 The successful bidder shall comply with/provide confirmation on the following : (ii)	All the POS terminals should be directly connected to the Bidder's Switch/ Switching arrangement for providing Switch Services for acquiring transactions. The Switch should be duly certified by Schemes viz. VISA/ Master Card/ RUPAY//UPI/ Amex/ Diners etc and comply with all administrative formalities and documentation requirements of the Schemes	For Bank's acquiring business in India, compliance with the following payment schemes: Vsa, Mastercard, RuPay and UPI will be immediately required. Other schemes can be taken up as a second phase of the program. Hence request bank to modify the clause suitably.	No change
144	21	3. SCOPE OF WORK	3.7The POS terminals being deployed and related Infrastructure must: x. The POS terminals for fuel merchants should be PESO (Petroleum and Explosives Safety Organization) certified/ compliant.	For Fuel Merchants the terminals should be compliant with either PESO / ATEX certification	No change

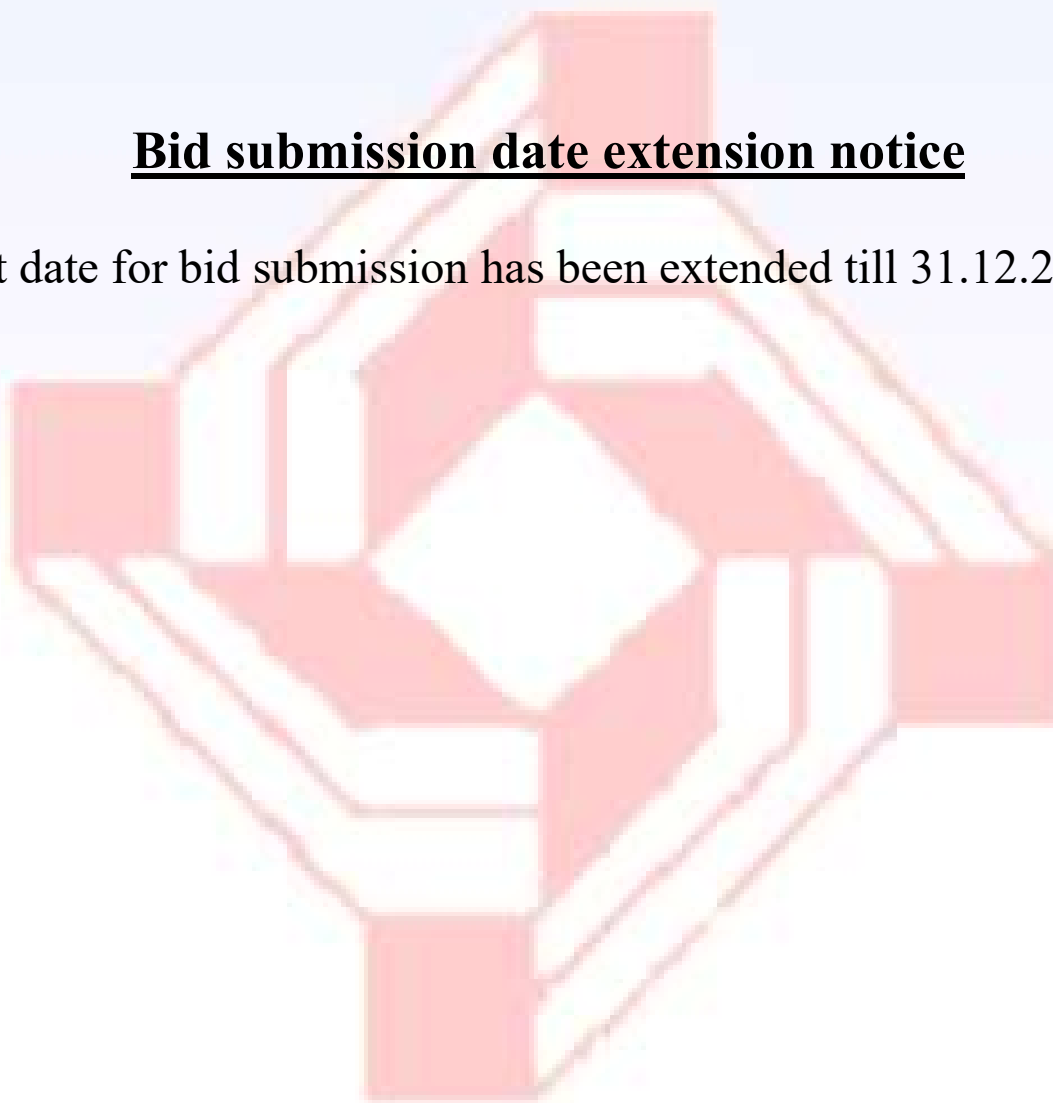
145	30	4.2 Eligibility Criteria 14	Merchant Management Software for POS and Software Processing platform in house and the infrastructure should be in use for/ by at least one PSU/ Scheduled Commercial Bank (otherthan Cooperative Bank) in India formanaging/ driving POS	Our merchant management software is currently under implementation (go live phase) with a schedule commercial bank. The go live for this program is slated to be within the next 30 days. Hence request bank to consider programs under implementation phase for this requirement. We will submit a self declaration to this extent.	No change
146	30	4.2 Eligibility Criteria 15	The Bidder should have its EAS/ MIP/ NFS connectivity in its DC & DR Centre to provide the necessary connectivity to the Bank for routing VISA/ MasterCard/ RuPay transactions respectively.	Request bank to modify the clause as follows: "The Bidder / Switching Partner should have its EAS/ MIP/ NFS connectivity in its DC & DR Centre to provide the necessary connectivity to the Bank for routing VISA/ MasterCard/ RuPay transactions respectively."	Please refer point no 37 page 4

147	73	Annexure 2 - Point 15	The Bidder should have its EAS/ MIP/ NFS connectivity in its DC & DR Centre to provide the necessary connectivity to the Bank for routing VISA/ MasterCard/ RuPay transactions respectively.	Requesting Bank to capture as the Bidder / Switching Partner as part of the relevant clause in the RFP.	Please refer point no 37 page 4
148	101	ANNEXURE 15	Item 1 Technical Specification	Bank to specify minimum tech specs like OS ver, Display , RAM , Battery	As per industry standards
149	101	ANNEXURE 15	Item 2 Technical Specification	Bank to specify minimum tech specs like OS ver, Display , RAM , Battery	As per industry standards
150	101	ANNEXURE 15	Item 3 Technical Specification	Bank to specify minimum tech specs like OS ver, Display , RAM , Battery	As per industry standards
151	29/30	4.2 Eligibility Criteria 12	The bidder should host the solution in PCI- DSS compliant data center as on date and should provide the details of such certifications as on date of bid submission.	Request bank to consider PCI DSS compliant cloud environment as acceptable for hosting the proposed solution as part of the scope.	No change
152		General	DCC	Request bank to clarify how the DCC rates would be provided ? Will it be provided by Bank or a partner	Bidder to integrate with Bank's system for fetching rates.

153	124	Part 7	Request the bank to reduce the Bid security value	Request the bank to reduce the Bid security value	No change
154	41	5.13	participate in the prebid meeting.	Request the bank to conduct the pre-bid meetin online.	No change
155	8	3.3	The Bidder should start on-boarding of fresh merchants on POS terminals within a maximum period of 3 (three) months from the date of instructions of the Bank.	Please change this clause, as 4 months from the date of issuance of the BINs (VISA/MASTER/RUPAY/Ame x). BIN procurement to be not included in the project timeline.	Please refer point no 121
156	7	3.1	. acquiring platform by procurement of KYC & other documents and execution of tri- partite agreement with the merchants afresh duly stamped in terms of applicable state laws, at Bidder's cost	As per the commercial model expected, that is no Installation cost that can be charged, so please remove the stamp paper cost from	No change
157	101	Annexure 15	Bank owned 5G/4G/GPRS/Wi Fi terminals with Charge slip Printing (under Capex Model)Estimated Quantity 1000 per year	Bidder responsibility- Is bank looking for a Android POS or Linux POS	Android POS

Bid submission date extension notice

The last date for bid submission has been extended till 31.12.2025 03:00 PM.



NON-DISCLOSURE AGREEMENT

This Agreement made at _____, on this ___ day of _____ 2024, BETWEEN

_____ a Company incorporated under the Companies Act, 1956/ 2013 having its registered office at _____ (hereinafter referred to as “-----” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

CENTRAL BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its head Office at Central Office, Chander Mukhi, Nariman Point, Mumbai – 400 021 (hereinafter referred to as “ Bank” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART

Vendor And Bank are hereinafter individually referred to as party and collectively referred to as “the Parties”. Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as “the Purpose”). This NDA is executing for the purpose of -----

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Confidential Information: “Confidential Information” means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/ to be transacted between the Parties and/ or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

1. Non-disclosure: The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

3. Publications: Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents/ provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

4. Term: This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall

immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

6. Return of Confidential Information: Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies: The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

8. Entire Agreement, Amendment, and Assignment: This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/ or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

RFP for Empanelment of Vendors for End-to-End solution for Merchant Acquiring Business through Supply, installation, maintenance and management of Point of Sales (POS) terminals at Various merchant establishments On Monthly Rental (OPEX Model) as well as CAPEX Model with Monthly Charges for Back-end Services

9. Governing Law and Jurisdiction: 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 Mumbai.

10. General: The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

11. Indemnity: The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and/ or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

For and on behalf of

For and on behalf of CENTRAL BANK OF INDIA

Name of Authorized Signatory:

Name of Authorized signatory:

Designation:

Designation: