

PROCUREMENT OF 5 LAKH PoS TERMINALS
RFP NO. SBI/GITC/MAB-IT OPS./2018/2019/533 DATED 14.11.2018

Pre-Bid Queries

SI No	RFP Page No	RFP Clause No	Existing Clause	Query / Suggestions	Bank response
1	59	Eligibility Criterea	Bidder should have experience of minimum 03 years in providing the product/services. Bidder(s) should have supplied 100000 PoS terminals to at least three Scheduled commercial banks out of which at least one should be a Public Sector bank in India for capturing Merchant Acquiring Transactions in India during the last two years with satisfactory track record. Bank reserves the right to reject the bid in case terminals are not successfully tested and deployed in India.	Most of the banks in India work on Opex model and do not purchase the terminals outright. Vendors providing such solution can also provide the terminals and servicing for those terminals. We request the clause be revised to - Bidder should have experience of minimum 03 years in providing the product/services. Bidder(s) should have supplied/ Deployed 100000 PoS terminals to at least three Scheduled commercial banks out of which at least one should be a Public Sector bank in India for capturing Merchant Acquiring Transactions in India during the last two years with satisfactory track record. Bank reserves the right to reject the bid in case terminals are not successfully tested and deployed in India.	RFP conditions remain unchanged
2	61	Eligibility Criterea	The Bidder(s) should have capabilities to supply terminals that can process all form factors of cards such viz., Mag-stripe, Chip, Contactless, RFID, Near Field Communications, Biometrics device enabled in case of future requirement, , Sound wave etc. and also the terminals offered should support all types of Credit, Debit, Pre-paid cards, etc.	The clause includes futuristic things which are not currently available in the terminals. It would be more pertinent if we can have requirement which are currently available. We request you to please change the requirement as follows The Bidder(s) should have capabilities to supply terminals that can process all form factors of cards such viz., Mag-stripe, Chip, Contactless, RFID, Near Field Communications, Biometrics device enabled in case of future requirement, , Sound wave etc. and also the terminals offered should support all types of Credit, Debit, Pre-paid cards, etc.	As per corrigendum
3	61	Eligibility Criterea	Software of the Terminals should have capability to attach Biometric authentication devices (UIDAI SUPPORT) as per future requirement.	Biometric Authentication devices can be used independently and makes it a more economical solution bothways - Terminal as well as UIDAI solution becomes economical. We request you to please remove this clause.	RFP conditions remain unchanged
4	73	Exihinit 1	Terminals should have capability to acquire & process transactions through biometric finger print scanners (Enabled/Integrated) as per the latest specifications/guidelines of UIDAI/NPCI on bidder's cost.	Current System of using biometric device separately to the terminal is working . Integrating external device will increase the cost of the device and the feature may not be applicable for most cases. Hence we request you to please delete this requirement.	RFP conditions remain unchanged

5	49	20	Transition Penalty : 10 % of the Contract Value	Kindly Clarify Transition Penalty	In case of need, any changes required in software or other purpose for transition from one TSP to another TSP.
6	55	Service Charges for Repair per instance	Indicative Price Proposal/ Indicative Commercial Bid : Service Charges for Repair per instance	Service Charges are applicable during warranty or post warranty	Service charges will be applicable post warranty period.
7	59	4	Bidder should have experience of minimum 03 years in providing the product/services. Bidder(s) should have supplied 100000 PoS terminals to at least three Scheduled commercial banks out of which at least one should be a Public Sector bank in India for capturing Merchant Acquiring Transactions in India during the last two years with satisfactory track record. Bank reserves the right to reject the bid in case terminals are not successfully tested and deployed in India.	Request for Deviation on this clause . We have 15+ years experience in terms of Field Services for POS terminals and managing 2,00,000 + POS terminals Pan India but in terms of Product offering , we have just crossed 1000 +installations and expect to cross 5K by Mar -19	RFP conditions remain unchanged
8	59	5	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects. (Start and End Date of the Project to be mentioned) in the past (At least 02 client references are required)	Client references for Field Services can be shared	RFP conditions remain unchanged
9	60	10	The Bidder(s) have in-house capabilities to develop Points of Sales Terminals, software application and customize it to Banks' requirements. Bidder(s) has to inform the Bank the source of supply of POS terminals and Bank reserves the right to reject the bid in case the source of supply is not disclosed.	To Consider OEM capability to develop and bidder's capability to manufacture and repair large volume	RFP conditions remain unchanged
10	63	27	03 references of the implementation in India should be provided for a similar deployment.	Client references for Field Services can be shared	RFP conditions remain unchanged
11	64	Annexure B1	Technical & Functional Specifications	Device Specification : whether terminal should be 2g/3g/4g/ Wifi etc	As per corrigendum
12	69	Terminal Protocols	Detailed analysis with regard to the type of Database (relational etc), the system benefits with regard to capacity for terminals, future growth potential should be clearly documented in this section of the response.	Please Clarify	As per corrigendum

13	71	On-going Maintenance	The proposal should highlight the level of on-going parameter management that can be maintained for the operation of the terminal estate, and the configuration of the software to reflect business relationships. An indication of the various terminals/manufacturers that can be managed on the existing system would also assist in evaluation of the RFP.	Please Clarify . Is the expectation is to facilitate TMS to non-TVSE offered terminals	TMS is expected to manage their own terminals
14	24	27 (i)	All equipments and components thereof to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.	Eligible Source Countries details required,	RFP conditions remain unchanged
15	71	Terminal Stock Lead Time	The response must clearly state the delivery notice for Terminal supply. Maximum lead time/ Turn Around time (TAT) for supply of POS terminals is 15 days from the date of issue of Purchase order.	Required 4 week minimum lead time for delivery 2nd order onwards	RFP conditions remain unchanged
16	109	I	Preventive maintenance: the VENDOR shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once within first 15 days of the installation once within the first 15 days of every alternate month during the currency of this agreement on a day and time to be mutually agreed upon.	This shall be applicable for only Printer integrated devices	As per corrigendum
17	117	Agreement-RECITALS (viiiid)	Integrated shield to cover Pin Pads for the desktop series of NFC terminals.	This shall be applicable for only Printer integrated devices	As per corrigendum
18	5	Invitation to Bid - Point vii	The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the IT hardware/product and services desired in this document. The proposed product must integrate with Bank's and its Technical Service Providers' (viz : M/s Hitachi Payment Services Private Limited and M/s Worldline India Pvt Ltd.), existing infrastructure seamlessly.	One of the Bank's TSPs is developing their own SW on bidder's terminals. Please note that terminal vendor will not be responsible for TSP development / certification / TMS etc. as we do not have any visibility / connection with TSP's system. We can only develop for the other TSP.	RFP conditions remain unchanged

19	24	28(ii)	Delivery, installation and commissioning of the equipment shall be made by the Vendor in accordance with the system approved / ordered and within the time schedule given in the Scope of work given in Annexure-E of this document.	Currently terminal vendor is required to only deliver the terminals to TSP. TSP is responsible for installation and commissioning. Please clarify if bank is intending to change the model and installation / commissioning at merchant locations are going to be done by terminal vendor. Secondly, in case terminal vendor will be required to installation / commissioning, request bank to change the revenue model to a per month per terminal cost for such services.	As per corrigendum
20	25	28(V)	In addition, vendor will supply all associated documentation relating to the products/hardware, system software/firmware, etc. The product(s) are considered accepted (commissioned and operationalised) after signing the Acceptance Test Plan (ATP) document jointly by the representative of the Bank and the engineer from the vendor on the lines of format/certificate in Annexure-K of this RFP. The component level checking for individual item may be included during the acceptance test. The 'Acceptance Test Plan' document shall be deemed to form a part of the Agreement, to be signed between the vendor and the SBI. On the evaluation of the Acceptance Test results, if required, in view of the performance of the products/services (including hardware equipments/ components/ software), as observed during the Acceptance Test, the Bidder shall take remedial measures including upgradation of any of the components thereunder, including replacement thereof, at no additional cost to the Bank within a fortnight from the date of notification of the same to the vendor. The vendor should ensure that the product meets the requirements of the Bank as envisaged in the RFP.	terminals will be delivered over a period of time in staggered manner. Please clarify if the ATP process has to be followed for each shipment. It will be very difficult.	Acceptance Test Plan shall be required at one time. However, it shall be required again if there is any change in the terminal.
21	25	28(Vi.e)	The details of the documents to be furnished by the Vendor are specified hereunder:- Manufacturer's / Vendor's warranty certificate.	terminal vendor do not provide warranty certificate with each terminal. Currently, warranty terms are governed by Product purchase agreement and no separate warranty certificate is provided. We propose that the current method is continued.	RFP conditions remain unchanged
22	25	28.Vii	The above documents shall be received by the Bank before arrival of products (except where it is handed over to the Consignee with all documents). If these documents are not received, the Vendor will be responsible for any consequent expenses	Invoices are sent along with the goods to TSP. Originals are subsequently sent to the Bank, along with Receipt confirmation. Request that the current process is continued.	RFP conditions remain unchanged

23	26	28.X.d	The ownership of the software license shall be that of the Bank from the date of delivery of the same. In other words, wherever the ownership of the licenses is indicated, the name "State Bank of India" must appear to indicate that the Bank is the perpetual owner of the software/license. Evidence to this effect must be submitted before the payment can be released.	As per our policy, perpetual license can be provided for the OS sitting in the devices. For rest of the firmware / application / middleware etc., terminal vendor will retain ownership of license / IP of software & hardware developed & supplied. terminal vendor will license out to the bank for the period of the contract. Kindly confirm.	As per corrigendum
24	26	Delivery, Installation, Commissioning, Documentation	In case the Vendor is providing software/firmware which is not its proprietary software then the Vendor must submit evidence in the form of agreement he has entered into with the software/firmware vendor which includes support from the software/firmware vendor for the proposed software for the entire period required by the Bank.	terminal vendor may have different licensing arrangement with third party provider, on a global basis. terminal vendor can extend same license terms to SBI on back-to-back basis	RFP conditions remain unchanged
25	27	29.xi	The ownership of the software/firmware license and the hardware shall be that of the Bank from the date of delivery of the same to the Bank. In other words, wherever the ownership of the licenses/hardware is indicated, the name "State Bank of India" must appear to indicate that the Bank is the perpetual owner of the hardware/operating software/firmware, etc. associated with the hardware. Evidence in this regard must be submitted before the payment is released.	As per our policy, terminal vendor will retain ownership of license / IP of software / hardware developed & supplied. terminal vendor will license out to the bank for the period of the contract. Kindly confirm.	As per corrigendum

26	28	30.ii	<p>During the warranty and AMC period (if desired), the Bidder will have to undertake comprehensive support of the entire product (hardware/components/ operating software/firmware) supplied by the Bidder at no additional cost to the Bank. During the support period, the Bidder shall maintain the product (hardware/ software, etc.) to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the product (hardware/ equipment/ components/ software or any component/ part thereunder), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.</p>	<p>Please note following exclusions to warranty and confirm:</p> <ul style="list-style-type: none"> • Damages resulting in whole or in part from improper shipment or storage. • Improper installation, connection, assembly, use, application, and/or maintenance. • Damages caused by accident, fire, or other casualty or negligence not ascribable to terminal vendor. • Failures resulting from unauthorized modification, alterations, repairs or replacements. • Use of non-original or authorized spare parts. • Repairs or replacements carried out by unauthorized workshops. • Misuse and/or handling or failure to comply with terminal vendor's instructions, as will be specified in the user manual of each product. • Adapter and Battery failure 	As per corrigendum
27	28	30.iii	<p>During the support period (warranty and AMC, if desired), the vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the product and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the system as per the Bank's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash /malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of product (hardware, system software or any of its components), the Bidder shall ensure that product is made operational to the full satisfaction of the Bank within the given timelines. The selected Bidder shall provide preventive maintenance schedules as per periodicity, which shall be specified in advance.</p>	<p>Please note that On-site maintenance, preventive maintenance, providing support engineer anywhere are part of TSP's field service scope today. Terminal vendors provide off-site, return-to-bench basis warranty only . Please clarify if under new RFP, on-site maintenance, regular preventive maintenance, support engineer anywhere etc. will be part of terminal vendor's scope</p>	As per corrigendum

28	28	30.iii	Same as above	if these are part of teminal vendor's scope, then pricing model need to change to a per terminal per month basis to reflect actual effort and costs of the vendor. Please confirm and amend accordingly.	As per corrigendum
29	29	30.vii	vii. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified. a. Diagnostics for identification of systems failures b. Protection of data/ Configuration c. Recovery/ restart facility d. Backup of system software/ Configuration	These requirements are mote suited for backend solution provider and does not reflect current operating model. Request you to delete this clause	RFP conditions remain unchanged
30	29	30.ix	ix. The Bidder shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month and festival seasons) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.	Please note that On-site maintenance, preventive maintenance, providing support engineer anywhere are part of TSP's field service scope today. Terminal vendors provide off-cite, return-to-bench basis warranty only . Pleasae clarify if under new RFP, on-site maintenance, regular preventive maintenance, support engineer anywhere etc. will be part of terminal vendor's scope	As per corrigendum
31	29	30.ix	Same as above	if these are part of teminal vendor's scope, then pricing model need to change to a per terminal per month basis to reflect actual effort and costs of the vendor. Please confirm and amend accordingly.	As per corrigendum
32	30	34	iii. The order will be placed for total Cost of "hardware, software/ firmware/ services/ warranty and AMC/ATS/S&S. Bank or SBIPSPL or RRBs may also issue a separate order for AMC after expiry of the warranty period.	Please refer to our query against Clause 30.iii. If onsite maintenance etc. are part of the scope, then pricing model must include per terminal per month fee. Such services cannot be provided for 36 months, basis a single upfront fee. Kindly consider.	Repair shall have to be carried out at the vendor's service/repair centres.AMC shall not be obtained.

33	31	Purchase price	<p>vi. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.</p> <p>vii. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period</p>	These clauses are one sided, where if duties go up vendot will have to bear the cost. But if duties gows down, benefit gets passed to SBI. We request the bank to amend this anomaly please.	RFP conditions remain unchanged
34	33	38	i. Transit insurance shall be for an amount equal to 110 percent of the value of the Products from “Warehouse to final destination” on “All Risks” basis, valid for a period of one month after delivery of products at the defined destination.	Please note Transit insurance are issued only till customer location and up to delivery. It will not be possible to keep insurance valid for one month post delivery. Kindly amend	As per corrigendum
35	49	Point 17	Payment term: Will be advised in due course.	Current payment term is 30 days post delivery. Please confirm it will remain the same.	As per corrigendum
36	55	Indicative Price proposal	Repair cost to be compulsorily quoted and cannot exceed 4% of terminal cost	Is this restriction for the costs in 2 years AMC period or per event cost. How this would work? Please clarify	RFP conditions remain unchanged
37	59	Annx B. 4	Bidder should have experience of minimum 03 years in providing the product/services. Bidder(s) should have supplied 100000 PoS terminals to at least three Scheduled commercials banks out of which at least one should be a Public Sector bank in India for capturing Merchant Acquiring Transactions in India during the last two years with satisfactory track record. Bank reserves the right to reject the bid in case terminals are not successfully tested and deployed in India	Bank is tendering to buy two distinct type of devices - POS with printers and POS without printer. It is suggested that, to ensure Bank is selecting a vendor with appropriate experience, bank should separate out supply eligibility criteria - for e.g. only 100,000 POS with Printer terminals in last 2 years for POS with printer AND 50,000 POS without printer terminals for POS without printer categories.	RFP conditions remain unchanged
38	59	Annx B. 4	As proof of eligiblity bank has asked for - <i>Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.</i>	Please note no bank, including SBI, provides user acceptance report. We'll not be able to provide such document. Kindly delete this requirement.	As per corrigendum

39	60	Eligibility Criteria -11	The Bidder(s) MUST have capabilities and necessary certifications for manufacturing Europay, RuPay, AMEX, MasterCard Visa (EMV), or any other card industries, Payment Card Industry Security Standards Council (PCISSC) Standards e.g. PCI PTS, PCI PADSS, PCI DSS compliant products. All devices should be PCI PED (PIN Entry Device)/PTS (PIN Transaction Security) 4.0 certified. The Bidder(s) should provide the necessary documentary proof to this effect. EMV certification (including Level-2 and Business Application) of terminals for SBI's Technology Service Providers will be the responsibility of the Bidder(s)/terminal vendor and the cost for the same will also have to be borne by the Bidder(s)/terminal vendor.	Only PCI PTS is applicable for Payment terminal security certification. PCI-DSS, PA-DSS is applicable for integrated payment environment, which is the domain of the TSP and not terminal vendor. Please modify by deleting PCI-DSS, PA-DSS etc.	The terminals should meet all applicable certifications laid down by RBI/Government of India/Card Schemes etc.
40	62	Annx B. 19	Bidder(s) should be competent to support other value added services including MOPAD, Cash at POS, remittances, utility bill payment, EMI payments, bus ticketing, rail/air ticketing, mobile top up , Dynamic Currency conversion, Pre authorization facility etc. as per the existing and future requirement of the Bank. Cost of developing necessary application for value added services is to be factored in the cost.	Please note number and nature of VAS applications is unknown as per the RFP. If bank wants cost of SW development to be part of price bid, request the bank to provide list of applications & specifications to be shared before the bid. This will help the bidder to estimate development cost. Otherwise this is an open-ended requirement with un-estimable cost, and it will be difficult to commit to such open ended clause.	RFP conditions remain unchanged
41	63	Eligibility Criteria -29	In case of need switching to other Service provider. Bidder will support and provide his service related to switching with TSPs without any cost.	Bank needs to specify the requirement before the bid, so the effort can be estimated and put into price bid. Otherwise this is open-ended and it will be difficult to commit to such open ended requirements.	RFP conditions remain unchanged
42	65	Annx. B1	Bank may issue Purchase Order in multiple stages/frequencies as per bank's requirement over a period of 36 Months. However, warranty of the terminal will start from the installation date of terminal.	Currently installation is bank / TSP responsibility. Terminal vendor has no visibility when terminals are installed. Hence, it will not be possible to provide warranty from the date of installation. It will be from the date of delivery only. Kindly confirm	As per corrigendum
43	68	Terminal management	The Bidder must be able to adhere a comprehensive Terminal Management System (TMS) compatible to the switches used by Bank's Technology Service Providers (TSPs), which will facilitate capability to deploy and remote manage all aspects of the terminal lifecycle cost effectively.	terminal vendor can offer its TMS (VHQ) on hosted model basis, to the Bank where TSPs will have operational access to the system to deploy / remotely manage the estate. Please also note that there will be separate cost on per terminal per month basis for VHQ, which will be billed to SBI. Please confirm if this is acceptable.	RFP conditions remain unchanged

44	68	Terminal management	Same as above	Also please note that one of the Bank's TSP is developing their own SW / TMS. So please confirm if VHQ needs to be for both TSPs or only the remaining one?	RFP conditions remain unchanged
45	69	Terminal management	The Bidder should note that the MAB Vertical in SBI, wishes to undertake terminal management activities directly or through its Technology Service Providers, and does not require the supplier to manage any aspects of this, other than in providing licences and any related POS Terminal infrastructure to run the TMS.	Please note terminal vendor's TMS (VHQ) will be offered on hosted service basis (not on license basis) and TSPs will have access to VHQ for operation and remote management.	RFP conditions remain unchanged
46	69	Terminal management	Specific costs regarding the original set-up and ad-hoc downloads of new software to the terminal base must be included in the response to the RFP (if any).	Please note VHQ is offered on per terminal per month fee model.	RFP conditions remain unchanged
47	73	Exhibit 1 - Mandatory requirement	Terminals should have capability to acquire & process transactions through biometric finger print scanners (Enabled/Integrated) as per the latest specifications/guidelines of UIDAI/NPCI on bidder's cost.	Kindly clarify who will supply biometric device. Is it to be quoted in this RFP or there will be a separate purchase process? Secondly, please also clarify if SBI wants terminal vendors to acquire & process AEPS transactions? Or TSPs will process AEPS transactions	This is future requirement .In case of need the terminal should support the Bio Metric device. Price of Biometric device is not a part of the RFP.
48	74	Exhibit 1 - Mandatory requirement	The terminal vendor should provide the Bank (SBI) or its representative the SDK for its use.	We can provide SDK by signing a license agreement, upon agreeing on the commercials.	RFP conditions remain unchanged
49	82	Exhibit 3 - Terminal SW application	Application Manager offers real time interruption troubleshooting.	Does it mean remotely connecting to device from TMS and troubleshoot real time? Please clarify.	As per corrigendum
50	92	Annx. E	The POS terminals shall have to be Screen printed/embossed prominently and have separate colour code (State Bank Blue) and design as per its specifications.	Terminals will be screen printed as per SBI logo colour scheme. Embossing is not possible. Please confirm.	RFP conditions remain unchanged

51	107	Annx L.1	<p>Delivery of all equipment should be within 15 days from date of placing of order. In the event of the any or all equipment(s) not being delivered, within a period of 15 days from date of Purchase Order, a penalty of one (1) percent of the total cost of equipments for each week or part thereof of the delay, subject to maximum amount of ten (10) percent of the total cost of equipments will be charged to vendor. In case of the delivery of first lot of terminals a delivery period of 45 days from the date of placing of order shall be permitted. The Penalty as applicable in such case shall be applicable after 45 days, if delivery is not made. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware.</p>	<p>Please note that in absence of a firm forecast, it is virtually impossible to deliver within 15 days. Typical delivery lead time is 4 weeks. Kindly modify delivery lead time.</p>	RFP conditions remain unchanged
52	108	Annx. L.7.e	<p>e) The VENDOR shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.</p>	<p>This clause is applicable if the terminal comes back with the same fault as earlier. In Case terminal has a different fault, then the clause should not tbe applicable. Kindly confirm.</p>	RFP conditions remain unchanged
53	110	Annx. L (p)	<p>p) The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs.</p>	<p>As a standard practice, terminal vendor doenst provide replacement device. Current business model with SBI also doesn't include repalcement terminal. So request you to please remove this clause.</p>	As per corrigendum
54	111	Annx. L.14	<p>The Bank would have the right to:</p> <p>a) Shift supplied systems to an alternative site of its choice.</p> <p>b) Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor.</p> <p>c) Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from the vendor, or another vendor, or developed in-house.</p> <p>provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the VENDOR cost of performing repair and maintenance service.</p>	<p>Such changes need to be mutually agreed with vendor in advance including additional cost, if any. Kindly confirm.</p>	RFP conditions remain unchanged

55	138	SLA agreement - Force Majeure	For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Contractor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.	Force Majeure should also include Approval / Disapproval of any product or suspension of operation by government mandate (e.g. BIS approval process introduced by Govt couple of years back)	RFP conditions remain unchanged
56	59	4	Bidder should have experience of minimum 03 years in providing the product/services. Bidder(s) should have supplied 100000 PoS terminals to at least three Scheduled commercial banks out of which at least one should be a Public Sector bank in India for capturing Merchant Acquiring Transactions in India during the last two years with satisfactory track record. Bank reserves the right to reject the bid in case terminals are not successfully tested and deployed in India.	Being an Indian Manufacturer of POS terminals, we have executed several PoS Projects supplied more than 6,50,000 Nos to Banking, Water Billing, Electricity Billing, Public Distribution System-PDS and Bus Ticketing, etc. Hence, we would request you to consider 50000 devices for Banks as eligibility Criteria and amend the tender clause	RFP conditions remain unchanged
57	4	1	1. INVITATION TO BID: iii) For the purpose of RRBs, the reference of SBI/the Bank/SBG made in this document shall be construed as reference to respective RRB and Agreements will have to be executed separately between the successful Bidder(s) and respective RRB. The successful bidder is required to complete all the formalities with each RRB separately which are required to be performed for SBI including submission of separate PBGs to each RRB	Request the bank to provide clarity on the transaction with RRB's. Can the bank also provide the RRB wise break up of the projected terminal volumes?	RFP conditions remain unchanged

58	10 & 54	9: iii	<p>Earnest Money Deposit (EMD): The EMD may be in the form of a Demand Draft or Pay Order or Bank Guarantee [on the lines of Annexure-I], issued by a Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai.]In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI would be acceptable & Documents to be submitted as part of Response 1. A Demand Draft for Rs. 25 (Twenty five) lakh in favour of State Bank of India (valid for three months)</p>	Please confirm if a Bank Guarantee is acceptable as EMD as the Point on Page 54 contradicts the EMD clause seeking the payment in the form of a DD	As per corrigendum
59	11 & 17 & 87	10 & 17. vi.d & 4B.ii	<p>Bid Preparation and submission: (c) iii: Confirming that the Bidder <u>has quoted for all the items</u>/services mentioned in this RFP in their commercial Bid & The Bidder <u>should quote for any or all</u> the items desired in this RFP & Evaluation Methodology: The bidder who <u>fails to bid for all type of terminals will be dis-qualified</u> and shall not be considered for evaluation</p>	The three points mentioned in different places in the RFP seem contradictory in nature. Request the bank to provide a clarification on the same	As per corrigendum
60	17 & 87	17. iv & 4B III & IV	<p>Evaluation of Price Bids and Finalization: iv. The L1 Bidder will be selected separately for each terminal type on the basis of Terminal Type wise price discovered in the Reverse Auction & III. It may be noted that commercial evaluation for each type of POS terminal shall be conducted as per the procedure explained in the RFP document on the basis of lowest price quoted by the bidders in Indian National Rupee (INR) for supply at any destination in India. IV. The bidder quoting lowest price (L-1) in reverse auction shall emerge as preferred supplier</p>	<p>Does this mean there will be separate reverse Auction for each of the terminal Models? Hence, would there be 4 different Vendors supplying the different terminals required by the bank? If not, how would the bank decide on the overall L1 Vendor based on the individual terminal reverse auction outcome, please explain?</p>	RFP conditions remain unchanged

61	19	19. Award Criteria	<p>xii. In case no local suppliers available for the captioned RFP; the allocation shall be done as under :</p> <p>Allocation between L1, L2 and L3 will be in the ratio of 50:30:20 respectively based on the Total Cost of Ownership quoted in the Reverse Auction, provided L2 matches not only Reverse Auction price of L1 but also matches the L1 prices worked out after reverse auction in respect of line items of the Indicative Commercial Bid.</p> <p>If L2 refuse, then the offer will be made to L3 and so on.</p> <p>In the event L2/L3 and so on, are not willing to take, entire procurement will be awarded to L1.</p>	<p>This section does not provide clarification on how the allocation would be done to all three bidders (L1:L2:L3). It explains L1 and L2 allocation only. Request you to please clarify the Award criteria for all three bidders herein.</p>	As per corrigendum
62	28	30. ii	<p>Warranty and Annual Maintenance Contract: During the warranty and AMC period (if desired), the Bidder will have to undertake comprehensive support of the entire product (hardware/components/operating software/firmware) supplied by the Bidder at no additional cost to the Bank</p>	<p>Since the bank has not sought separate commercials for AMC after the completion of the Warranty period, is it fair to assume that the bank is not seeking any AMC for the terminals supplied?</p>	As per corrigendum
63	28	30. iii	<p>During the support period (warranty and AMC, if desired), the vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the product and its components as per the Bank's requirements</p>	<p>We understand that the on-site Maintenance is restricted to the TSP Office location and not the Merchant locaaion. Please confirm our understanding</p>	This query has been attended to above.
64	28	30. iv	<p>On site comprehensive warranty for the solution would include free replacement of spares, parts, kits, resolution of problem, if any, in solution</p>	<p>We understand that the on-site comprehensive Warranty is restricted to the TSP Office location and not the Merchant locaaion. Please confirm our understanding</p>	As per corrigendum
65	28	30. Warranty and Annual Maintenance Contract:	<p>Warranty Exclusions</p>	<p>Standard off the shelf Warranty on POS terminals excludes the stylus, battery, power adaptors, cables and any other consumables. Request the bank to please exclude these from the warranty coverage for this RFP.</p>	As per corrigendum

66	28	30. Warranty and Annual Maintenance Contract:	AMC on Software	The bank has not sought an AMC on the terminals being supplied, hence the warranty and support for the terminal Hardware and Software would cease on the completion of the Warranty period. Only per instance based services for repair and maintenance would be made available to the bank as per the commercials being quoted, with the spares being billed to the bank separately. Please confirm our understanding.	Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS) as and when released by the Vendor/ OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.
67	55	INDICATIVE PRICE PROPOSAL/ INDICATIVE COMMERCIAL BID	Service Charges for Repair per instance: " <u>Repair cost to be compulsorily quoted and cannot exceed 4% of terminal cost</u> "	Since the repair cost comes into effect after the warranty period, request the bank to relax the 4% clause as the inflation on Manpower for services itself is around 10% to 12% in India. Thus, request the bank to relook at their price point considering the market conditions	RFP conditions remain unchanged
68	55 & 95	INDICATIVE PRICE PROPOSAL/ INDICATIVE COMMERCIAL BID & Annexure F	INDICATIVE PRICE PROPOSAL/INDICATIVE COMMERCIAL BID Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Indicative Price Bid of <u>Rs. _____ (Rupees _____) (Total Proposal amount in words and figures)</u> for supply, of the equipment's in conformity with the said Bidding documents	Please explain the amount required to be filled in here as requested? Is this the sum total of per unit price for each terminal model inclusive of 'Service Charges for Repair per instance'?	RFP conditions remain unchanged
69	55 & 95	INDICATIVE PRICE PROPOSAL/ INDICATIVE COMMERCIAL BID & Annexure F	Service Charges for Repair per instance	For what period would the bidder be held responsible for providing repair services against the price quoted? The bank need to specify a realistic timeline for the same, beyond which the bidder should have an option to negotiate the repair costs. Request you to please modify this clause accordingly. We believe the spares consumed would be paid for by the bank at mutually agreed price.	As per corrigendum
70	62	Annexure-B: Bidder's Eligibility Criteria: 26	The OEM should be a company and have a local presence of support center and level 3 (highest escalation) locally in India.	The OEM has its L3 Support centre established in India through Bidder as its Authorized Service Provider for L3 support. Request the bank to provide a relaxation in this clause to allow the OEM presence by means of its Authorised Service Centre for L3 Support in India	RFP conditions remain unchanged

71	67	A. Terminal Functional Requirements	<p>POS Terminal & System Software:</p> <p>The POS Terminal/Software requirements for the Terminal Management and Database system/configuration should be given in detail. This should include the estimated costs. Specific costs regarding the original set-up and ad-hoc downloads of new software to the terminal base must be included in the response to the RFP (if any).</p>	Additional cost	RFP conditions remain unchanged
72	68	A. Terminal Functional Requirements	<p>Terminal Management: The Bidder must be able to adhere a comprehensive Terminal Management System (TMS) compatible to the switches used by Bank's Technology Service Providers (TSPs), which will facilitate capability to deploy and remote manage all aspects of the terminal lifecycle cost effectively. The Terminal Management system must provide for mass maintenance/scheduling, based on various criteria, location, and type of business etc. The Bidder should note that the MAB Vertical in SBI, wishes to undertake terminal management activities directly or through its Technology Service Providers, and does not require the supplier to manage any aspects of this, other than in providing licences and any related POS Terminal infrastructure to run the TMS.</p>	<p>We understand that, the Bidder will provide the Licenses and application software to run the TMS. All Hardware and infrastrucutre related to the TMS set up would need to be borne by the bank. Please confirm our understanding</p>	RFP conditions remain unchanged
73	71	B. Mandatory Requirements	<p>Terminal Software - Ownership/ IPR.</p> <p>Escrow arrangements may be required for the application and operating system software and proposals in this area are required</p>	Request the bank to clarify of Escrow arrangement is required as the same would result in additional cost, that would need to be factored in our cost working	The cost of escrow arrangement shall be shared equally by the Bank and the Vendor.
74	73	B. Mandatory Requirements	<p>Exhibit-1:</p> <p>Regulatory Mandates: The terminal meets all the present and future regulatory requirements like PIN prompting, DUKPT, TLE, BIS etc</p>	Request the bank to modify this clause to UKPT/DUKPT as both are accepted protocols by all regulatory authorities	As per corrigendum
75	73 & 80	B. Mandatory Requirements & Terminal Specifications Evaluation	<p>Exhibit-1:</p> <p>Memory: Flash – 128 MB & Above; SDRAM - 128 MB & Above &</p> <p>Exhibit-2:</p> <p>Memory: SDRAM</p> <ul style="list-style-type: none"> • Above 128 MB (10) • 64 MB (05) • Less than 64 MB (00) 	<p>Since the bank is accepting 64 MB SDRAM in the Exhibit 2 with a lower scoring, request the bank to change the clause in Exhibit 1 to accomodate "64 MB and Above" as this is a Mandatory clause</p>	As per corrigendum

76	107	Annexure L: Penalties & SLA terms	3. Warranty for Hardware Components: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 36 months from date of installation or 39 months from date of delivery, whichever is earlier	Would the bank provide a report on the terminals installed with the installation date to facilitate this point?	As per corrigendum
77	107	Annexure L: Penalties & SLA terms	6. On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM	Onsite Comprehensive Warranty to be applicable to the TPS Office locations only and not to the end merchant. Please confirm our understanding	As per corrigendum
78	108	Annexure L: Penalties & SLA terms	6. The Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost <u>including the cost of transport.</u>	<p>Please provide clarification on the Cost of Transport. Bidder should not be held responsible for cost of transport of terminals from the Merchant location to its repair centre and back. Request the bank to please clarify the arrangement for repairs?</p> <p>As per our understanding the cost of repair for terminal worn out due to merchant mis-handling would not be borne by the Bidder. Please confirm our understanding.</p>	As per corrigendum
79	108	Annexure L: Penalties & SLA terms	<p>7. During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:</p> <p>b) The VENDOR shall ensure that faults and failures intimated by Bank are set right within 5 (five) days of receiving the terminal at their repair centre. The maximum TAT (turnaround time) from the date of receipt of terminal at the repair centre <u>to delivery of terminal at the merchant location will be 10 days.</u></p>	This should be modified to Delivery of the terminal to the office of the TSP vendor of the bank. Bidder should not be held accountable for delivery to the Merchant Location. Please clarify	As per corrigendum
80	109	Annexure L: Penalties & SLA terms	<p>7. During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:</p> <p>h) For this purpose the VENDOR shall keep sufficient stock of spares at Bank's premises and at the premises of The VENDOR.</p>	Request the bank to provide the reasons for maintaining sufficient stock of spares at the banks premises? Would the bank be responsible for providing the Merchants with L1/L2 Support? If not, request the bank to remove this requirement as it adds to the cost of maintenance and complications to the inventory management of spares/terminals for the bidder.	Vendor shall keep sufficient stock of spares at the premises of the vendor.

81	109	Annexure L: Penalties & SLA terms	<p>7. During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:</p> <p>l) <u>Preventive maintenance:</u> the VENDOR shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) <u>once within first 15 days of the installation once within the first 15 days of every alternate month during the currency of this agreement on a day and time to be mutually agreed upon.</u> Notwithstanding the foregoing the VENDOR recognizes Bank's operational needs and agrees that Bank shall have the right to require the VENDOR to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter</p>	<p>Request the bank to provide clarification on the requirement of Preventive maintenance. Does the bank expect the Bidder to visit each Merchant in the field for providing such service? Is the Bidder expected to bear the cost of field staff and travel cost for such activities? or would the bank be arranging for the terminals at the TSP office where the Preventative Maintenance can be addressed?</p> <p>Please note that field visits for engineers for such maintenance activity for all instation and outstation location attracts additional cost having a direct impact on the project pricing</p>	As per corrigendum
82	111	Annexure L: Penalties & SLA terms	<p>14. Future additions of Hardware / Software:</p> <p>14.1 The Bank would have the right to:</p> <p>a) Shift supplied systems to an alternative site of its choice</p> <p>b) <u>Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor.</u></p> <p>c) <u>Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from the vendor, or another vendor, or developed in-house</u></p> <p>provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the VENDOR cost of performing repair and maintenance service.</p> <p>14.2 The warranty terms would not be considered as violated if any of (a), (b) or (c) above takes place. Should there be a fault in the operations of the system, the vendor, would not unreasonably assume that the causes lie with those components / software not acquired from them</p>	<p>The warranty and AMC conditions shall be violated if any of the following events is found:</p> <ol style="list-style-type: none"> 1. Warranty seal is broken. 2. Defect is due to damage caused by incorrect usage, poor maintenance, mishandling of terminal, wilful or accidental damage. E.g.: keeping terminals under direct sunlight, supply of raw power to terminal/voltage fluctuation, liquid spill etc. 3. Alteration or repairs are carried out by unauthorized persons/repair centres. 4. Terminal is used contrary to the printed user guide. 5. Terminal is used with unauthorized consumables like battery/power adaptors etc. 6. Defects are due to causes beyond control like lightning, abnormal voltage, riots, acts of God, or damage while in transit. 7. In all such cases as mentioned above in "Warranty Conditions", the service/ repair cost and component cost as per actuals will be paid by the Bank 	RFP conditions remain unchanged

83	113		<p>ANNEXURE-M: Service Level Agreement</p> <p>3 SCOPE OF SERVICES:</p> <p>3.1.12 Nothing contained in this agreement shall impair the Banks' right to claim damage without any limitation for an amount equal to the loss suffered for non-performance of software</p>	Such liability to be limited to the extent of the TCV of the contract	RFP conditions remain unchanged
84	133		<p>10.7 Delivery of all equipment should be within 15 days from date of placing of order. In the event of the any or all equipment(s) not being delivered, within a period of 15 days from date of Purchase Order, a penalty of one (1) percent of the total cost of equipments for each week or part thereof of the delay, subject to maximum amount of ten (10) percent of the total cost of equipments will be charged to vendor. In case of the delivery of first lot of terminals a delivery period of 45 days from the date of placing of order shall be permitted. The Penalty as applicable in such case shall be applicable after 45 days, if delivery is not made. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware.</p>	<p>Request the bank to provide a three month rolling plan by the last week of every month to facilitate better planning for delivery of the terminals.</p> <p>Request the bank to modify the first statement as "Delivery of all equipment should be within <u>three weeks</u> from date of placing of order"</p> <p>Request the bank to modify this clause as "a penalty of <u>half (0.5)</u> percent of the total cost of equipments <u>delayed</u> for each week or part thereof of the delay"</p>	RFP conditions remain unchanged
85	11	10i(g)	Format for Manufacturer's Authorization Form– Annexure- H	Does OEM/supplier also need to submit MAF?	RFP conditions remain unchanged
86	12	10iii(b)	A soft copy (Word format) on a CD should also be kept in a separate envelope within the envelope of technical Bid. Voluminous documents should be submitted only on CDs.	Request you to consider soft copy in PDF format as certain company documents will be in scan pdf format.	PDF and Word documents are acceptable.
87	16	16v(f)	Support on open platforms and product based on latest technology (bot	<p>Please define Open platform requirement?</p> <p>Does this mean bank is looking only for android / windows based terminals?</p>	<p>Bank intends to procure new generation of POS terminals for incremental deployment. Respondent may bid with their latest generation of terminals with scalable & secure platform.</p> <p>Respondent may bid their terminals with any platform provided it meets other criteria of product and payment specifications.</p>

88	18	19iii	<p>If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.</p>	<p>Request clarity on local supplier's quoted price falling within the margin of purchase preference.</p>	<p>RFP conditions remain unchanged</p>
89	18	19v	<p>'Local content' means the amount of value added in India which shall be</p>	<p>Request clarity on this clause</p> <p>a) Will Local banking application and VAS application development efforts be considered under 'Local Content'?</p> <p>b) Will Repair service estimate for warranty & AMC period be considered under 'Local content'?</p> <p>c) Will hardware components purchased locally be considered under 'Local Content'?</p> <p>d) Will local incidental expense estimation like travel/logistics be considered under 'Local Content'?</p>	<p>RFP conditions remain unchanged</p>
90	19	19vi	<p>For this RFP, for the purpose of deciding the local content, the local cont</p>	<p>Request clarity on this clause</p> <p>a) Will Local banking application and VAS application development efforts be considered under 'Local Content'?</p> <p>b) Will Repair service estimate for warranty & AMC period be considered under 'Local content'?</p> <p>c) Will hardware components purchased locally be considered under 'Local Content'?</p> <p>d) Will local incidental expense estimation like travel/logistics be considered under 'Local Content'?</p>	<p>RFP conditions remain unchanged</p>

91	19	19 (vii)	For same, Bidder to upload a certificate as per Appendix-18 from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number and seal, countersigned by bidder and OEM.	Will bank accept certificate from any practicing CA other than statutory or cost auditors in case of companies?	RFP conditions remain unchanged
92	24	28ii	Delivery, installation and commissioning of the equipment shall be made	Annexure-E defines scope of work for the supply of POS terminals whereas it is silent on installation and commissioning of equipment. Please clarify if chosen supplier is required to install and provide regular terminal field maintenance services.	As per corrigendum
93	24	28iv	The installation will be deemed to be completed, when the product including all the hardware, accessories/components, firmware/system software, and other associated software have been supplied, installed and operationalised as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank. The Bidder has to resolve any problem faced during installation and operationalisation.	Please clarify if chosen supplier is required to install and provide regular terminal field maintenance services.	RFP conditions remain unchanged

94	25	28v	<p>In addition, vendor will supply all associated documentation relating to the products/hardware, system software/firmware, etc. The product(s) are considered accepted (commissioned and operationalised) after signing the Acceptance Test Plan (ATP) document jointly by the representative of the Bank and the engineer from the vendor on the lines of format/certificate in Annexure-K of this RFP. The component level checking for individual item may be included during the acceptance test. The 'Acceptance Test Plan' document shall be deemed to form a part of the Agreement, to be signed between the vendor and the SBI. On the evaluation of the Acceptance Test results, if required, in view of the performance of the products/services (including hardware equipments/ components/ software), as observed during the Acceptance Test, the Bidder shall take remedial measures including upgradation of any of the components thereunder, including replacement thereof, at no additional cost to the Bank within a fortnight from the date of notification of the same to the vendor. The vendor should ensure that the product meets the requirements of the Bank as envisaged in the RFP.</p>	<p>Does bank intend to provide Acceptance Test Plan for chosen bidder to validate its product before bank conduct the joint testing?</p> <p>If answer to above question is yes, when will bank provide such ATP document?</p>	RFP conditions remain unchanged
95	26	28x(d)	<p>The ownership of the software license shall be that of the Bank from the date of delivery of the same. In other words, wherever the ownership of the licenses is indicated, the name "State Bank of India" must appear to indicate that the Bank is the perpetual owner of the software/license. Evidence to this effect must be submitted before the payment can be released.</p>	<p>Requesting RFP committee to clarify type of Software to be considered for license ownership?</p> <p>Because OEM / manufacturer develops and supply generic OS/ FW/ Libraries/ EMV kernels / TMS solution etc... for all the terminals supplied to all its customers globally.</p> <p>Only business banking application is developed and customised for individual bank /acquirer.</p> <p>In case of SBI, it uses 3rd party processors i.e. Hitachi Payments and Worldline India where terminal vendor has already developed and supplied banking applications for its member banks. The same application is used by SBI. How would SBI claim to have ownership on shared application when it does not have its unique banking switch?</p>	As per corrigendum

96	27	29xi	<p>The ownership of the software/firmware license and the hardware shall be that of the Bank from the date of delivery of the same to the Bank. In other words, wherever the ownership of the licenses/hardware is indicated, the name “State Bank of India” must appear to indicate that the Bank is the perpetual owner of the hardware/operating software/firmware, etc. associated with the hardware. Evidence in this regard must be submitted before the payment is released.</p>	<p>Requesting RFP committee to clarify type of Software to be considered for license ownership?</p> <p>Because OEM / manufacturer develops and supply generic OS/ FW/ Libraries/ EMV kernels / TMS solution etc... for all the terminals supplied to all its customers globally.</p> <p>Only business banking application is developed and customised for individual bank /acquirer.</p> <p>In case of SBI, it uses 3rd party processors i.e. Hitachi Payments and Worldline India where terminal vendor has already developed and supplied banking applications for its member banks. The same application is used by SBI. How would SBI claim to have ownership on shared application when it does not have its unique banking switch?</p>	As per corrigendum
97	28	30(iii)	<p>During the support period (warranty and AMC, if desired), the vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the product and its components as per the Bank’s requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the system as per the Bank’s policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of product (hardware, system software or any of its components), the Bidder shall ensure that product is made operational to the full satisfaction of the Bank within the given timelines. The selected Bidder shall provide preventive maintenance schedules as per periodicity, which shall be specified in advance.</p>	<p>Does Bank expect chosen supplier to provide on-site terminal field maintenance?</p> <p>Which kind of the system bank intends to be maintained by supplier on daily basis?</p> <p>This clause seems to be suitable for back-end system operations where as per Annexure-E, supplier’s Scope of Work is limited to provide supply of terminals and terminal hardware repair at its respective and nearest repair service centre.</p> <p>Kindly clarify this clause further to avoid any confusion.</p>	As per corrigendum

98	29	30 (ix)	The Bidder shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month and festival seasons) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.	<p>This clause seems to refer to the backend processing system whereas the scope of work under this RFP entails for supply of terminal hardware where uptime of PR/DR concept does not relevant.</p> <p>Kindly evaluate this clause and strike off from the bidders' responsibility.</p>	As per corrigendum
99	34	40 (ii)	<p>The limitations set forth herein shall not apply with respect to:</p> <p>a) claims that are the subject of indemnification pursuant to IPR infringement,</p> <p>b) damage(s) occasioned by the gross negligence, fraud or wilful misconduct of Service Provider,</p> <p>c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,</p> <p>d) When a dispute is settled by the Court of Law in India.</p> <p>e) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.</p>	<p>The overall capping of Bidder's liability is limited to total project cost. However, such limitation shall not be applicable in the event of breach of confidentiality; Infringement of IPR; gross negligence, wilful misconduct, fraud; order of court in India; any penalty /fine imposed under any regulatory or statutory provision.</p> <p>With these exceptions, bidder's liability may go beyond total project value.</p> <p>Request bank to cap it not more that Total project cost</p>	RFP conditions remain unchanged
100	37	44 (iii)	The Vendor should also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above mentioned documentation should be supplied by the Vendor to the Bank, free of cost in timely manner. The vendor shall develop customized documentation as per Bank's requirement, if desired by the Bank.	Request bank to clarify on MIS reports.	RFP conditions remain unchanged

101	38	46	<p>Liquidated Damages: If the Vendor fails to deliver any or all of the products or perform the services within the stipulated time schedule, as specified in the Contract, as desired in this RFP/ Contract, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages mentioned at part II (Schedule of Events, SI No 19). Once the maximum deduction is reached, the Bank may consider termination of the Contract.</p>	<p>This clause mentions liquidated damages can be deducted from contract value. Ideally this can be adjusted against performance BG and limited upto 5% max of the contract price.</p>	RFP conditions remain unchanged
102	45	56 (f)	<p>All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor.</p>	<p>Request bank to bear 50% and 50% by bidder, Also stamp duty will be paid in any of the state where bidder is registered entity.</p>	RFP conditions remain unchanged
103	48	13	<p>Performance Bank Guarantee The vendor has to furnish a Performance Bank Guarantee to Bank for 15% of Purchase Order (PO). However, separate PBG shall have to be submitted for each entity for each PO.(the Bank/SBIPSPL and individual RRBs)</p>	<p>Request bank to keep the PBG percentage to 10% of PO.</p>	RFP conditions remain unchanged
104	49	19	<p>Liquidated damages 1 (one) % per week or part thereof of Contract Price subject to maximum deduction of 5% or 10 % of the Contract Price for delay of each week or part thereof.</p>	<p>Request bank to keep maximum deduction upto 5% of the contract price.</p>	As per corrigendum
105	49	20	<p>Transition Penalty (10% of the total contract value)</p>	<p>Please clarify on Transition Penalty for bidder.</p>	In case of need, any changes required in software or other purpose for transition from one TSP to another TSP.
106	55	Foot note marked**	<p>Repair cost to be compulsorily quoted and cannot exceed 4% of terminal cost.</p>	<p>i. The fixed percentage of terminal cost is not workable for lower category of terminals where same manpower efforts are employed. ii. Requesting bank to allow bidder to define the proportion of repair service charges built into terminal contract price.</p>	RFP conditions remain unchanged

107	60	11	<p>The Bidder(s) MUST have capabilities and necessary certifications for manufacturing Europay, RuPay, AMEX, MasterCard Visa (EMV), or any other card industries, Payment Card Industry Security Standards Council (PCISSC) Standards e.g. PCI PTS, PCI PADSS, PCI DSS compliant products. All devices should be PCI PED (PIN Entry Device)/PTS (PIN Transaction Security) 4.0 certified. The Bidder(s) should provide the necessary documentary proof to this effect. EMV certification (including Level-2 and Business Application) of terminals for SBI's Technology Service Providers will be the responsibility of the Bidder(s)/terminal vendor and the cost for the same will also have to be borne by the Bidder(s)/terminal vendor.</p>	<p>The proposed equipment are PCI PTS and EMV Level L1 & L2 certified and fully secured products. The banking application is also certified by various payment associations and such certified applications are hosted and operate within PCI and EMV approved secured environment. Therefore PA DSS/PCI DSS does not hold true for terminals.</p> <p>PA DSS / PCI DSS are relevant for unsecured / Open platform processing systems & environment hence not relevant for PCI and EMV approved terminals.</p> <p>Kindly strike off the requirement of PA DSS and PCI DSS for the bidder/OEM/supplier.</p>	<p>The terminals should meet all applicable certifications laid down by RBI/Government of India/Card Schemes etc.</p>
108	61	12	<p>The Bidder(s) should have capabilities to supply terminals that can process all form factors of cards such viz., Mag-stripe, Chip, Contactless, RFID, Near Field Communications, Biometrics device enabled in case of future requirement, , Sound wave etc. and also the terminals offered should support all types of Credit, Debit, Pre-paid cards, etc.</p>	<p>RFID and CONTACTLESS smart cards; at times these two terms are used interchangeably, due to lack of awareness, resulting in confusion between the differences. Both technologies use radio frequencies for communicating between the card and reader. However the applications for which RF is used can be different for RFID and smartcards. RFID is mainly meant for applications within the supply chain, for track and trace. Contactless smart cards on the other hand are mainly meant for payments/banking, mass transit, government and ID, and access control.</p> <p>In POS terminals Smartcard based Contactless and contact technologies are used and certified by EMV Co, AMEX, Discover and Rupay whereas RFID is not certified for Payment uses. Kindly reconsider the inclusion of RFID in your requirement.</p>	<p>As per corrigendum</p>

109	61	13	Software of the Terminals should have capability to attach Biometric authentication devices (UIDAI SUPPORT) as per future requirement.	<p>A. Please confirm and list down the types of Biometric authentication devices required to be attached with selected terminals.</p> <p>B. The term future requirement is ambiguous and speculative. It's extremely difficult to difficult to estimate such unknown requirements while working out the competitive pricing for bidding.</p> <p>C. Please clarify the market segment where SBI plans to use terminals with biometric reader and proposed transaction flow required to use biometric as 2nd factor authentication.</p> <p>D. What is the target certification benchmark considered for STQC certification i.e. L0 or L1? Because the cost of L0 and L1 biometric devices are different in the market.</p> <p>E. Please confirm how will bank enable RD management and Key Rotation management services in the deployed base of terminals; if decides to attach biometric capability along with terminal.</p> <p>F. Does OEM required to consider the periodic maintenance fees of RD management services and built into terminal pricing while bidding for this RFP?</p>	RFP conditions remain unchanged
110	62	25	The Bidder/ OEM should have support setup with 24 hours of response time.	Please confirm which kind of support setup is desirable from chosen supplier?	Acknowledgement for receipt of faulty terminals and any technical issue raised by our TSP/bank.
111	71		<p>Terminal Stock Lead Time</p> <p>The response must clearly state the delivery notice for Terminal supply. Maximum lead time/ Turn Around time (TAT) for supply of POS terminals is 15 days from the date of issue of Purchase order.</p>	RFP requires customised products to be supplied and does not ensure advance forecast hence we request bank to increase the lead time from 15 days to 30 days.	RFP conditions remain unchanged
112	71		<p>Terminal Software - Ownership/ IPR.</p> <p>The RFP must address ownership of application software including the Intellectual Property rights of the software. Escrow arrangements may be required for the application and operating system software and proposals in this area are required.</p>	<p>a) Kindly elaborate and distinguish between Ownership & IPR, Types of software covered under this clause.</p> <p>b) Who will bear the cost of Escrow arrangements as it leads to consequential cost element of the products quoted here under?</p>	As per corrigendum

113	81		GPRS Wireless wide area GSM/GPRS on 850/900/1800/1900 MHz	GSM/GPRS refers to 2G and 3G technologies. Please clarify which mode of GPRS communication is desirable here?	As per corrigendum
114	92		The POS terminals shall have to be Screen printed/embossed prominently and have separate colour code (State Bank Blue) and design as per its specifications. The spirit behind this approach is that Bank's POS terminals shall be identifiable and be of the latest technical specifications, equipped with all possible security features and value added services. Bank intends to highlight such features for public awareness in order to impress upon the cardholder to use these terminals at merchant locations. Therefore, it is necessary that Bank's POS should be separately identifiable in terms of color, design and display. Bidders are also welcome to provide their innovative ideas, which they can provide to the Bank along with their POS terminals to achieve the Bank's objective of having distinctly identifiable POS terminals of the Bank from other players in the field, along with the technical bid.	As per the clause it mentions that terminal should be screen printed with Bank's logo and then it also mentions Banks terminal should have separate colour design, Request bank to clarify as for any customization first colour need's to be approved by bank and then it is put under production which increased timeline for delivery.	For the delivery of first lot, the time would start from the day when bank approves the color and logo or purchase order date, whichever is later.
115	107	1	Delivery of all equipment should be within 15 days from date of placing of order. In the event of the any or all equipment(s) not being delivered, within a period of 15 days from date of Purchase Order, a penalty of one (1) percent of the total cost of equipments for each week or part thereof of the delay, subject to maximum amount of ten (10) percent of the total cost of equipments will be charged to vendor. In case of the delivery of first lot of terminals a delivery period of 45 days from the date of placing of order shall be permitted. The Penalty as applicable in such case shall be applicable after 45 days, if delivery is not made. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware.	RFP requires customised products to be supplied and does not ensure advance forecast hence we request bank to increase the lead time from 15 days to 30 days. Also requesting bank to keep maximum penalty of 5% of total cost of equipment.	RFP conditions remain unchanged

116	107	3	On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of three years from the date of acceptance of the hardware and software. The vendor will provide support for Operating Systems and other preinstalled software components during the warranty period of the hardware on which these software & operating system will be installed. The Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.	This clause mention's onsite comprehensive warranty whereas we provide offsite warranty where terminal needs to be send to service centre for repair, Request bank to clarify	As per corrigendum
117	108	7 b)	The VENDOR shall ensure that faults and failures intimated by Bank are	<p>Required clarifications: -</p> <p>1) How will bank confirm merchant address to terminal supplier?</p> <p>2) How such terminals will be injected with bank keys which can happen only at bank's TSP secured locations?</p> <p>3) Clause indicates that bank expect to pick up the faulty terminal from merchant locations, repair it and re-install at merchant locations in 10 days' time.</p> <p>Required clarifications from bank that if terminal supplier is expected to take care of terminal field operations as well.</p> <p>4) If not, kindly modify this clause clarifying repaired terminals to be dispatched to TSP locations.</p> <p>5) Requesting committee to consider 7 working days to repair and 7 working days to deliver as none of logistic agencies commit below such timelines.</p>	As per corrigendum
118	108	7 e)	The VENDOR shall ensure that the meantime between failures (including	Deployed base of terminals carries 15-30 MTBF. Even if you factor all technological improvements and its availability to design and develop a futuristic POS terminal, it may not be doubled suddenly. Therefore, we request SBI MAB to set the RFP expectations for 45 days.	RFP conditions remain unchanged

119	109	7 h)	The Bidder shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 8.00 A.M. to 8.00 P.M. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to the BANK, with brand new parts or those equivalent to new parts in performance. For this purpose the VENDOR shall keep sufficient stock of spares at Bank's premises and at the premises of The VENDOR.	Apparently, this clause seems to address SLA for Terminal field maintenance service providers. SBI is requested to clarify that chosen terminal supplier is also required to provide terminal field maintenance activities which is currently imparted by Worldine India Pvt. Ltd. and Hitachi Payment Services to SBI MAB department.	Vendor shall keep sufficient stock of spares at the premises of the vendor.
120	109	7 (j)	Bank shall not pay service charge if the terminal is to be repaired within a period of 90 days from the date of last repairs. Such cost shall have to be borne by the vendor.	If same terminal with different fault is arising then it should be paid by bank, request bank to consider the same. <i>e.g. 1st time faulty terminal comes for Printer issue and within 90 days terminal comes for Display issue.</i>	RFP conditions remain unchanged
121	109	7 (i)	Preventive maintenance: the VENDOR shall conduct Preventive Maintenance	Please clarify if POS terminal supplier is supposed to provide Terminal field operations along with the supply of terminals.	As per corrigendum

122	153	2	Warranty/AMC for POS Terminal Components: Comprehensive warranty	<p>The accessories like PSU, Batteries, Cables are consumables does not cover under warranty in Electronic Goods.</p> <p>Requesting SBI to remove these components under warranty clause.</p>	As per corrigendum
123	58	2	The Bidder must have an average turnover of minimum Rs.50 Crore during last three financial year(s) i.e. 2015-16,2016-17, 2017-18	Can we submit our parent company financials as we have just opened the subsidiary.	RFP conditions remain unchanged
124	58	3	<i>The Bidder should be profitable organization (on the basis of PAT) for at least 03 out of last 04 financial years (2014-15 to 2017-18)</i>	Can we submit our parent company financials as we have just opened the subsidiary.	RFP conditions remain unchanged
125	59	4	<i>Bidder should have experience of minimum 03 years in providing the product/services. Bidder(s) should have supplied 100000 PoS terminals to at least three Scheduled commercial banks out of which at least one should be a Public Sector bank in India for capturing Merchant Acquiring Transactions in India during the last two years with satisfactory track record. Bank reserves the right to reject the bid in case terminals are not successfully tested and deployed in India</i>	We have sold to all private banks like HDFC, AXIS and ICICI banks and also sold to Fino Payment bank, Evolute Solutions Pvt Ltd and Ezetap Mobile Soultioun Pvt Ltd. who inturn sell to banks for Financial inclusion to government banks. we want to qualify on this ground.	RFP conditions remain unchanged
126	61	13	<i>Software of the Terminals should have capability to attach Biometric authentication devices (UIDAI SUPPORT) as per future requirement.</i>	Can we integrate the external finger print scanner using USB ports to have future support of UIDAI.	RFP conditions remain unchanged
127	61	17	<i>Terminal vendor (Bidder) should have repairing/service centres, having adequate number of trained personnel, at minimum 10 locations spread in the country covering PAN India</i>	Right now we have 1 centralized repair center. However we are in the process of setting up 8-10 centers in next 6 months.	RFP conditions remain unchanged

128	62	19	<p><i>Bidder(s) should be competent to support other value added services including MOPAD,Cash at POS, remittances, utility bill payment, EMI payments, bus ticketing, rail/air ticketing, mobile top up , Dynamic Currency conversion, Pre authorization facility etc. as per the existing and future requirement of the Bank. Cost of developing necessary application for value added services is to be factored in the cost.</i></p>	<p>We dont have a payment application right now as our partners develop the application for banks who require PAX terminals. We do have in-house capability to develop the application and integrate it with SBI TSPs like ATOS and Hitachi switches. we can deliver the application on priority.</p>	<p>RFP conditions remain unchanged</p>
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