

Reply to Pre-bid Queries
RFP No. SBI/TB-S&SP/PS/RFP/QRDISPLAY/2025-26/001 dated: 22/05/2025

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query/ Suggestions	Bank's Response
1	10	PART - I 5. SCOPE OF WORK / Appendix-C / Appendix-F	<p>5. SCOPE OF WORK: Supply of Portable Electronic Dynamic QR Display Devices as per Functional and Technical specifications mentioned in Appendix-C of this RFQ. The quantity mentioned in Appendix-F can be increased or decreased by 25% on pro rata basis at same rate quoted by the successful Bidder during the entire project tenure.</p> <p>The Software Applications, including SDK, Drivers etc. required to perform Functional Requirement mentioned in Appendix-C shall be provided by the Bidder to the satisfaction of the Bank. Integration with Bank's system to perform all Functional Requirements shall also be the responsibility of the successful Bidder.</p>	<p>We kindly request the following changes:</p> <p>1. Any increase beyond 10% shall be subject to mutual agreement on delivery timelines and commercial terms.</p> <p>2. Any decrease shall not impact the viability of the contract, and the successful Bidder shall be compensated for any procurement or production costs incurred for the reduced quantity.</p> <p>3. The Software Applications, including SDKs, Drivers, and other necessary components, required to meet the Functional Requirements in Appendix-C, shall be provided by the Bidder as per RFP.</p> <p>4. Integration with the Bank's system to meet all Functional Requirements shall be the joint responsibility of the Bidder and the Bank.</p>	As per RFP
2	11		v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFQ or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.	Kindly clarify how the reasonable changes suggested by the bidder will be incorporated.	Please refer RFP Section point no. 8.(iv).
3	17	16.6	After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Service proposed to be offered by them.	Proposed to Bank : Bank to provide prior intimation to the bidder and provide due time for such presentation	The Bank will provide prior intimation to the concerned Bidders and allow adequate time as per the discretion of the Bank to prepare for the presentation, ensuring a fair and transparent

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4	22	22	Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.	Proposed to Bank : Unless the delay is due to no fault of the Party, or such Party was unable to exercise any rights due to Force Majeure and/or any other circumstance out of their control, the rights or remedies available under this RFP shall not be waived	As per RFP
5	23	PART - I 26. BANK GUARANTEE / Appendix-H		We kindly request that: a) not be invoked unilaterally without first providing written notice to the Service Provider specifying the alleged default. Allowing the Service Provider an opportunity to cure any default or rectify any delay within a mutually agreed reasonable period of at least 60 days, for the defaults that are directly and solely attributable to bidder	As per RFP
6	25	30.i.	Upon completion/termination of the AMC, Bidder shall hand-over the Equipment/Solution to the Bank in working condition.	Need Clarity for hand-over process.	As per RFP
7	25	PART - I 30. WARRANTY AND ANNUAL MAINTENANCE CONTRACT	i. The selected Bidder shall support the Hardware and Software Solution during the period of warranty (12 months after Go-Live) and AMC (if included in purchase order) as specified in Scope of work in this RFQ from the date of acceptance of the Hardware and Software Solution by State Bank of India. Upon completion/termination of the AMC, Bidder shall hand-over the Equipment/Solution to the Bank in working condition.	We kindly request that: Warranty & AMC - to add provision specifying that any major enhancement or changes to the system beyond routine maintainance will subject to additional charges Any delays in acceptance by the Bank shall not impact the warranty/AMC timelines. The Bidder's responsibility shall only for defects arising under normal and proper use and maintenance. In cases where repair/replacement is required due to improper handling, negligence, or third-party actions, the cost shall be borne by the Bank. If resolution requires hardware replacement, timelines shall be subject to OEM lead times and logistical factors.	As per RFP

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8	27	31.iii.	Delivery, installation and commissioning of the Products shall be made by Service Provider in accordance with the system approved / ordered and within the time schedule given in the Scope of work given in Appendix-E of this document.	Need Clarity	As per RFP
9	27	31.iv.	The delivery will be deemed complete when the Products/ components/ associated software/ firmware are received in good working condition at the designated locations, mentioned in this RFP.	What is the definition of "designated locations"? Does this mean merchant last-mile locations or bank designated warehouses/branches?	As per RFP
10	28	33	The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.	Proposed to Bank : Bank to provide prior written notice of 7 (seven) days before such inspection	As Per RFP
11	28	PART - I 32. PENALTIES / Appendix-J		We kindly request the following changes: a) All payments shall be made within a certain period of Thirty(30) days from the date of Invoice. b) Delay Interest of 1% p.m. If payments are delayed beyond this period. c) Suspension/Termination right for successful bidder for non-payment of invoices within 60 days from the date of Invoice.	As per RFP
12	31	38	The Agreement/ SLA will be valid for the period of 3 (three) years. The Bank reserves the right to terminate or extend the timeline of Agreement as per the terms of the RFP/	Proposed to Bank : Any extension to the SLA shall be as mutually agreed by the parties	As Per RFP
13	31	PART - I 39. LIMITATION OF LIABILITY	i. The maximum aggregate liability of Service Provider, subject to below mentioned sub clause (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFQ/Agreement shall not exceed the total Project Cost.	1. The aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount paid to Supplier in last 1 year preceding the month giving rise to the liability.	As per RFP
14	33	42 (iii)	Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.	Proposed to Bank: Furthermore, if the Bidder acts and abides by directives issued by the Bank, then it shall stand absolved of such liabilities including but not limited to accidents or loss of life when acting as per directives received from the Bank	As Per RFP

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15	35	44 (vi.)	<p>Service Provider shall grant the Bank a fully paid-up, irrevocable, non-exclusive, unlimited, perpetual license throughout the territory of India or abroad to access, replicate and use software provided by Service Provider, including all inventions, designs and marks embodied therein perpetually. The source code / object code / executable code and compilation procedures of the Software Solution should be placed under an Escrow arrangement. All necessary documentation in this behalf should be made available to the Bank. In case of Escrow arrangement, complete details and the location and the terms and conditions applicable for escrow must be specified. Any update or upgrade to source code should be informed and brought under Escrow or made available to the Bank. Cost of Escrow Account will be borne by the Bank.</p>	<p>We request the bank to consider making this clause optional rather than mandatory.</p>	<p>As per RFP</p>
16	35	44(iv)	<p>The Bank will give (a) notice to Cash Replenishment Agency of any such claim without delay/provide reasonable assistance to Cash Replenishment Agency in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Cash Replenishment Agency shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Cash Replenishment Agency shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Cash Replenishment Agency shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.</p>	<p>Proposed to Bank: Bank to share with the Bidder, a copy of their response to such litigation if Bank files a separate response</p>	<p>As per RFP</p>

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17	36	PART - I 45. LIQUIDATED DAMAGES	the Bank may, without prejudice to its other remedies under the RFQ/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement	We kindly request the following: 1. No direct deductions shall be made. Credit notes shall be used outside their control 2. LD shall be applied only if the delay is solely attributable to the bidder and not for delays caused by factors, such as bank dependencies to third party issues 3. LD's should be the sole remedy for delays the remained unremedied during the thirty (30) days cure period from the date of written notice of delay/default. 4. The liquidated damages shall be limited to 0.25% of the undelivered portion of the Project Cost per week of delay, subject to a maximum of 2.5% of the undelivered portion of the Project Cost 5. The imposition of liquidated damages shall be the sole and exclusive remedy for any delay in delivery or performance by the Service Provider	As per RFP
18	41	48 (ii)	In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, software and Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Software Solution and/or Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.	Proposed to Bank: . In case of a breach attributable to the Bidder, Bank's sole right shall be to terminate the agreement and any Services similar to the ones undelivered by the Bidder shall not be placed as Bidder's liability and not shall the Bidder be responsible to pay for the increase in the cost of such services	As per RFP

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19	41	48 (vi)	In the event of failure of the Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.	Proposed to Bank: Bank to pay the Bidder for any and all transitional services involving the new service provider	As per RFP
20	41	PART - I 48. TERMINATION FOR DEFAULT		We kindly request that, In case of Termination by default – any such default shall be directly and solely attributable to the Supplier which remains uncured for 60 days after the receipt of	As per RFP
21	42	49 (iii)	If a Force Majeure situation arises, Cash Replenishment Agency shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Cash Replenishment Agency shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.	Proposed to Bank: In case of a Force Majeure scenario, both parties must evaluate the feasibility of proving services and availing services and the decision to perform the obligation under the Contract shall be mutually decided and agreed by the parties	As per RFP

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22	43	50	The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank	Proposed to Bank: Even if the Bidder is under Bankruptcy Process, Bank shall provide written notice of 30 days before terminating the agreement so as the Bidder either defend itself	As per RFP
23	43	PART - I 51. TERMINATION FOR CONVENIENCE		Bidder shall also have right of termination for convenience	As per RFP
24	43	PART - I 52. DISPUTES RESOLUTION	All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If, however, the parties are not able to solve them amicably within 30 (Thirty) days after the dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the jurisdiction of competent Civil Courts of Mumbai only. The Civil Courts in Mumbai, Maharashtra shall have exclusive jurisdiction in this regard.	We would request to provide Alternative Dispute Resolution - Arbitration mechanism for the dispute resolution, in accordance with the Arbitration and conciliation act, 1996 and as per its amendments	As per RFP
25	47	60. DELIVERY SCHEDULE:	The solution required is to be implemented at the locations prescribed by the Bank vide Purchase Order (PO). Bidder is required to commission the complete solution within 6 weeks from the release of the PO	a) The timeline of 6 weeks for delivery is very less. Need a minimum of 10 weeks for delivery.	As per RFP

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26	52	Appendix-B BIDDER'S ELIGIBILITY CRITERIA	Bidder should have experience of minimum 3 years in providing the QR Display Device Hardware /Software Solution/services.	We request the Bank to relax the QR Display Device criteria and consider our extensive experience in deploying Soundbox solutions with integrated QR functionality. NPST currently serves 11+ banks including multiple Public Sector Banks and RRBs in 800+ locations, and is actively engaged with Central Bank of India under the "Make in India" initiative to deliver end-to-end Soundbox solutions. While there was no demand for standalone QR display units earlier, we possess the complete infrastructure, technology, and readiness for such deployments. We therefore request the Bank to consider Soundbox experience as valid and allow us to participate.	As per RFP
27	52	Appendix-B BIDDER'S ELIGIBILITY CRITERIA	Bidder should have experience of minimum 3 years in providing the QR Display Device Hardware /Software Solution/services.	Basis this clause our understanding is that NPST has to supply these devices along with with firmware and system software. This will be integrated once with payments software of SBI Payments. Further ERP or Partner Ecosystem integration will be done by the Bank since the payment software belongs to bank. The installation and deployment will be done by NPST at merchant locations.	As per RFP
28	52	Appendix B- Bidder's Eligibility Criteria - PQ3	The Bidder must have an average turnover of minimum Rs. 10 (Ten) crores during last 03 (three) financial year(s) i.e., FY 2022-23, FY 2023-24 and FY 2024-25.	We request you to please consider Average Annual turnover of minimum Rs. 10 Crores for Financial years FY 2021-22, FY 2022-23, FY 2023-24 , as for FY 2024-25 has not been	As per RFP
29	55	Point No. 7		What is the length of USB cable required?	The USB cable length should be sufficient to ensure proper connectivity based on the setup and installation requirements at the project site. It should allow flexibility for device placement while maintaining safe and tidy installation. The Minimum length of 2 meter and Maximum length of 5 meter can be considered as per specific site condition.

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30	55	Appendix-C / Technical Specifications of Portable Electronic Dynamic QR Display Device	a) General • Portable Electronic Dynamic QR Display Device. • Approximate Dimensions: The bidder can propose multiple compact solutions for different use cases (Screen Size Minimum 3.4 Inch).	Request to revise the clause as: 'Screen Size: Minimum 2.4 Inch'. The available standard product in the market is 2.4 inch which is commonly used for dynamic QR display. Considering the delivery timelines and the complexity involved in product customization, it is recommended to accept 2.4 inch screen size. This size also meets the functional requirement of displaying QR code with minimum 1 inch by 1 inch white space area for fast scanning.	The specified minimum 3.4-inch screen size is intended to ensure better visibility, usability, and flexibility for current and future requirements.
31	55	Appendix-C / User Interface (UI) of Portable Electronic Dynamic QR Display Device	Portable Electronic Dynamic QR Display Device User Interface (UI) - The QR code display should be able to support displaying QR codes for payment, including static, dynamic, PayPal, and cross-app codes	Request clarification on whether support for all QR code types "static, dynamic, PayPal, and cross-app" is mandatory. Also request definition and standard specification of cross-app codes.	Support for static, dynamic, PayPal, and cross-app QR codes is mandatory to ensure interoperability with a wide range of payment systems and platforms. Regarding cross-app QR codes, these refer to QR codes that are readable and actionable across multiple payment or wallet applications, adhering to industry standards such as EMVCo QR or Bharat QR specifications. The purpose is to allow users to scan the same code using different apps or platforms, ensuring a seamless and inclusive
32	55	Appendix-C / Environmental Conditions	Min / Max operating ambient temperature: -20° / +70° C (-4° / 158° F)	Request to revise the clause to: Operating Temperature: -10°C ~ 50°C (14°F~122°F) Most industry-standard devices manufactured for Indian environmental conditions are designed to operate within the range of -10°C ~ 50°C. These ranges are suitable for Indian urban, semi-urban, and rural deployment scenarios and allow for efficient performance without requiring ruggedized or specialized military-grade hardware, which may affect cost and availability.	As per RFP

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33	55	Appendix-C / Integration Compatibility	The device should be able to integrate with Bank's/Merchant's necessary systems, like PC or POS terminals with USB virtual serial interface standard. Also, it may support the international ESC/POS standard command.	Request clarification whether ESC/POS support is mandatory. If not mandatory, request to remove this requirement as it is not relevant to a QR display device. ESC/POS is specific to POS printers and not generally applicable to portable dynamic QR display devices. Most available devices with USB virtual serial interface meet the integration requirement with banking systems but do not include ESC/POS support. Retaining this clause may lead to unnecessary product exclusions.	ESC/POS support is not mandatory. It was mentioned as an optional capability for broader compatibility in specific POS environments. Devices meeting the USB virtual serial interface requirement and capable of integration with banking systems are acceptable, even without ESC/POS support.
34	55	Appendix-C / Device Status Communication	To determine its status (active or inactive), the device should be able to communicate in real time with the assigned PC/POS terminals.	Request clarification if real-time communication with POS terminals is mandatory. Recommend revising the clause to: device should be able to communicate in real time with assigned PC systems over USB virtual serial or equivalent interface. The available dynamic QR display devices are typically designed to integrate with PCs via USB virtual serial interfaces. They are not POS terminals and do not support native POS-specific communication. Clarifying this will help ensure appropriate and compatible product offerings.	Real-time communication with the assigned system (PC or POS) is required, but native POS-specific communication is not mandatory. The device should be able to communicate in real time using USB virtual serial or equivalent standard interfaces. The focus is on reliable integration with the host system, whether it's a PC or POS terminal.
35	56	Point no. 3		Is video play required on the screen & is the requirement multi-color LCD or black & white	Kindly refer Appendix-C of the RFP. Video Playback is not required.
36	56	Point No.2		Is the SDK of the DQR device being supplied going to be used for communication and integration with the POS software of the bank. Suggestion: The manufacturer will give SDK of its DQR device once and will help the bank to use the API set to be able to use the DQR in order to make it work, this will be a one-time effort only.	As per RFP
37	56	Appendix C.	needed while the dynamic QR code for transaction is displayed	Need clarity with respect to timer.	The system should support dynamic timing as already configured in the PC/POS.

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38	56	Appendix C.	The device should be adaptable enough to integrate with the bank's existing PC-POS/POS terminals, which may operate with various operating systems (e.g., Windows, Android, etc.)	The software being run on bank's existing PC-POS/POS terminals would need to integrate the SDK provided by bidder which sends the commands via USB port. The device accepts images as input. Need clarity if each PC-POS/POS terminal are running on same software/firmware? and who will be the owner of aforementioned changes?	1. The software may be on a different platform, but the dynamic QR display must be able to integrate with it. 2. No changes are required to the current System platform; only the integration is needed as per the requirements. The bidder shall be responsible for updating the device software from time to time, if required, to ensure proper working of the device.
39	56	Functional Requirements	3 The QR display device User Interface (UI): The Device should support Bank's PC POS terminals which could be able to show the dynamic QR code with various options (e.g., QR Code with Logo).	a) Please share the various options for displaying dynamic QR code .	As per RFP
40	56	Functional Requirements	5 The device should be able to provide information on the payment collection status, including success, failure, or cancellation.	a) Should the device restart the collection process in case of a failure ? B) Should the device display failure reasons ?	a)The device should not automatically restart the collection process after a failure. Instead, it should provide a clear indication of the failure status and allow the user or operator to manually decide whether to initiate a retry. This approach helps avoid unintended duplicate transactions and provides better control over the user experience. b)Yes, the device should display a concise and relevant failure Status, where available. This information can assist users or operators in understanding the issue and taking appropriate corrective actions. Care should be taken to ensure the messages are user-friendly and do not expose sensitive system-level information.
41	58	4	It will be the bidder's responsibility to locate the exact nature of the problem/fault(s) and rectify the same or replace it with a working one if operation is hampered. The bidder must also take necessary steps to install all the software components supplied by him on the hardware supplied. The Service Provider should submit the OEM details for any further support & also should support the product and its associated items/components, including hardware/drivers/firmware, during the period of 36 months.	On page 36 in this clause, the tenure mentioned is 36 months, but in the commercials on page 59, the AMC is to be quoted for 2 years. Requesting more clarity on the tenure of this RFP.	Please refer Appendix F and Clause 30 of the RFP. Total project duration is 36 months. First 12 months Warranty is included in Capex and remaining 2 years cost to be quoted under AMC.
42	58	Appendix E , Timeline	Supply, Installation testing commissioning (ITC) of overall devices at Project Site.	Need projection for device deliveries. Are all the devices need to be delivered at once or tiered delivery schedule will be shared?	As per RFP

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43	58	Payment Schedule: a) CAPEX Payment	a) 10% - Advance against Purchase Order. b) 70% - Post successful Installation, Testing and Commissioning at Project site of on pro rata basis. c) 20% - After completion of one year warranty period of Portable Electronic QR Display Device with accessories.	a) Suggest 90% to be paid and 5% after 6 months and 5% after one year	As per RFP
44	62	51 (ii)	In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.	Proposed to Bank: If Bank terminates the agreement for convenience, then the payment for the services shall be till the delivery of the services (if the same stretches beyond the date	As per RFP
45	65	Appendix-J	1. The Vendor warrants that the Products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied Products in the conditions prevailing in India. 2. Warranty for Hardware and Software Components: Onsite comprehensive warranty for overall solution components including free replacement of spares, parts, kits as and when necessary, will be 12 months from Go-Live.	Additionally, we request to include the following clause: Implied Warranties: The Service Provider expressly disclaims all warranties, whether express, implied, statutory, or otherwise, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or arising from course of dealing, usage, or trade practice. No warranty, guarantee, or representation is made by the Service Provider beyond those expressly set forth. To the fullest extent permitted by applicable law, the Purchaser acknowledges that the goods/services are provided on an "as is" and "as available" basis, and the Service Provider does not warrant that the goods/services will be error-free, uninterrupted, or meet the Purchaser's specific requirements beyond the scope explicitly agreed in writing.	As per RFP
46	66	Appendix-J		Penalties for SLA uptime shall be as under. Greater than 97% but less than 99% 0.10% of Capex amount and 5% of AMC amount for the quarter 96-97% 0.25% of Capex amount and 10% of AMC amount for the quarter Less than 96% 0.40% of Capex amount and 15% of AMC amount for the quarter	As per RFP

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47	67	Appendix-J		<p>we kindly request revised downtime penalties as follows:</p> <p>(h) Downtime Penalty per Call Beyond 4 Hours If the downtime for a reported issue exceeds 4 hours, a penalty of Rs. 50/- per hour (instead of Rs. 100/- per hour) shall be levied only for business hours (9 AM to 6 PM), excluding Sundays and public holidays. No penalty shall be imposed for delays caused due to: Network failures, power outages, or force majeure events. Delays in access, approvals, or dependencies on the Bank or third-party vendors. Issues resulting from the Bank's infrastructure changes or third-party integrations.</p> <p>(i) Monthly Penalty Cap During Warranty Period: The maximum total penalty in a month shall be capped at 1% of the Capex amount (instead of 2%). During AMC Period: The maximum penalty in a quarter shall be capped at 50% of the AMC amount (instead of 75%).</p>	As per RFP
48	68	Appendix J. (e), (f), (h), (j)	Vendor shall ensure that the full configuration of Every Equipment is available to the Bank in proper working condition viz. uptime of minimum 99% of the time on a 24 x7 x365 basis.	Since the device is a USB based passive device which is dependent on host device for proper functionality, thus uptime calculation of this device from standard IT uptime perspective would be inaccurate.	As per RFP
49	68	Appendix J. (j)	Preventive maintenance: Vendor shall conduct preventive maintenance Equipment, and necessary repair of the Equipment once within first 30 days of the installation once within the first 30 days of every alternate month during the currency of the Contract on a day and time to be mutually agreed upon.	Preventive maintenance activities wont be possible remotely since device has no firmware and is completely dependent on the host device	As per RFP
50	75	Appendix-K	This Agreement shall be in force for a period of ____ () year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement	Proposed to Bank : TO be made mutual	As per RFP

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51	75	Appendix-K	The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of ____ years on the same terms and conditions	Proposed to Bank : Any extension of the term should be as mutually agreed by both parties as per the mutually agreed Terms & conditions	As per RFP
52	81	Annexure K	As per the scope of this Agreement, sub-contracting is not permitted	Proposed to Bank : Subcontracting with written intimation / permission shall be permitted	As per RFP
53	84	Appendix-K	If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.	Proposed to Bank : In case of a Force Majeure scenario, both parties must evaluate the feasibility of proving and availing services and the decision to perform the obligation under the Contract shall be mutually decided and agreed by the parties	As per RFP
54	85	Appendix-K 13.1	It is agreed by and between the Parties that Service Provider be subject to annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and Service Provider shall submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.	Proposed to Bank : Any Bank audits except for the audit done by Reserve Bank of India or any statutory / regulatory authority, shall be intimated to the Bidder prior as per mutually accepted timeline by the Parties	As per RFP
55	87	Annexure K	GENERAL INDEMNITY:	Proposed to Bank : All support services including rectification due to no fault of the Service Provider shall be charged as mutually	As per RFP