

Annexure II: Amendments Corrigendum

Sl no	RFP Point No/ Title	Page No. in RFP	Details Provided in RFP	Query/Changes Requested	Replies to queries/ Pending for discussions
1	8 / Termination for default	17	<p>A. The Purchaser,without prejudice to any other remedy for breach of contract, by 7 days written notice of default sent to the selected bidder, may terminate this Contract in whole or in part</p> <p>a. If the Successful Bidder fails to deliver any or all of the Goods and Services within the perlod(s) specified in the Contract, or within any extension thereof granted by the Purchaser;</p> <p>b. If the Successful Bidder fails to perform any other obligation(s) under the Contract.</p> <p>c. If the Selected bidder,In the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>d. In case of Bidders revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing,the Bank shall reject such offers and forfeit EMD paid by them along with their offers.</p>	<p>Bidder requests to make the termination right mutual. Also the termination for default should be resorted to after providing reasonable notice of atleast forty five (45) days to cure/remedy the breach, if any. Bidder also requests deletion of the provision to make the Bidder liable for excess costs in procuring undelivered services after termination, since the bank is already remedied through termination in such events.</p>	<p>A. The Purchaser,without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the selected bidder, may terminate this Contract in whole or in part</p> <p>a. If the Successful Bidder fails to deliver any or all of the Goods and Services within the perlod(s) specified in the Contract, or within any extension thereof granted by the Purchaser;</p> <p>b. If the Successful Bidder fails to perform any other obligation(s) under the Contract.</p> <p>c. If the Selected bidder,In the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>d. In case of Bidders revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing,the Bank shall reject such offers and</p>

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			B. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.		forfeit EMD paid by them along with their offers. B. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.
2	Section IV – Eligibility Criteria, #7	24	The bidder should have PCI-DSS, PA-DSS and third-party penetration testing/VAPT certification	PA-DSS is not applicable for ACS services. PA DSS is only applicable if separate devices or terminals are used for initiating payments. Request bank to remove PA-DSS compliance from the eligibility criteria Request Bank to confirm if VAPT Closer Report could be submitted after Project LIVE	The bidder should have PCI-DSS and third-party penetration testing/VAPT certification. PA-DSS certification should be completed as and when becomes applicable for ACS Service.

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				ACS is not a payment application and hence PA DSS is not applicable for the same Our PA-DSS certificate is under process. Can we give an undertaking that we will provide the PA-DSS certificate within a period of 4 months from date of awarding the contract	
3	Section V – 1.4	26	The offered ACS solution should be PA-DSS & PCI-DSS certified.	PA-DSS is not applicable for ACS services. PA DSS is only applicable if separate devices or terminals are used for initiating payments. Request bank to remove PA-DSS compliance from the eligibility criteria Request Bank to confirm if VAPT Closer Report could be submitted after Project LIVE ACS is not a payment application and hence PA DSS is not applicable for the same Our PA-DSS certificate is under process. Can we give an undertaking that we will provide	The offered ACS solution should be PCI-DSS certified currently and throughout the contract period. PA-DSS certification should be completed as and when it is made applicable to ACS solutions.

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				the PA-DSS certificate within a period of 4 months from date of awarding the contract	
4	Annexure 9 – Qualification Application	43	Details of PCI – DSS, PA – DSS and ISO 27001 Certificates:	PA-DSS is not applicable for ACS services. PA DSS is only applicable if separate devices or terminals are used for initiating payments. Request bank to remove PA-DSS compliance from the Bidder's compliance criteria	Details of PCI – DSS and ISO 27001 Certificates.