RFP FOR OUTSOURCING OF DEBIT CARD MANAGEMENT SERVICES ON PAY PER CARD BASIS FOR 5 YEARS
RFP REF: CO/DBD/ATM/2900/R1/2021-22 DATED 09.02.2022

Annexure I – Clarifications

Sl. No.	RFP Point No/ Title	Page No in RFP	Details Provided in RFP	Query / Changes Requested	REPLIES TO QUERIES
1.	**6. Bid Security (Earnest Money Deposit) & Cost of Bid Document**	15	Bid security shall be in the form of a bank guarantee issued by a Scheduled Bank in India or a Foreign Bank located in India, in the form provided in the Bidding Documents, for a sum of Rs.1,60,00,000/- (Rupees One Crore sixty Lakhs only) and valid for one hundred and Eighty (180) days beyond the last date for submission of the bid, favouring Indian Bank with additional claim period of 45 days.	Bidder seeks clarity on the EMD submission. We understand that the successful bidder will be required to submit the performance bank guarantee only post award of contract.	Bid security to be submitted along with the BID by all bidders. However, PBG has to be submitted by the successful bidder post award of the contract.
				Is there exemption or relaxation for MSME Certified companies? On EMD Amount	MSE bidder does not require to submit EMD.
				EMD amount is Rs.1.60Cr as Bid security. Since, this is not PBG we request the bank to reduce the EMD amount.	Please adhere to the terms of RFP.
2.	12-Acceptance of Terms and Conditions:	17	The bidders submitting their bids in response to this RFP should accept all the terms and conditions in total without any deviation or condition. Bidders shall submit a copy of the RFP document duly signed by the authorized person with seal for having accepted the terms and conditions without any deviations.	Bidder understanding is that the deviations, if any, will be discussed at the time of contract negotiations and if the deviations/clarifications are agreed by the Bank it will be annexed to the contract. Please confirm.	No deviations are allowed in the terms and condition & condition of the RFP. Please adhere to the terms of RFP.

			Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the bank.		
3.	15 . Bank's right to extend contract period	18	Bank reserves the right to extend the contract period upto 2 years after completing the contract period of 5 years on same terms & conditions.	Request to change as: Extend the contract period upto 2 years after contract period on mutually agreed terms and conditions	Please adhere to the terms of RFP.
4.	3- Patent Rights	27	If at the time of supplier/ service provider supplying, installing, commissioning the equipment or software and providing the services in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, supplier shall indemnify the Bank and keep it indemnified in that behalf. Successful Bidder's aggregate liability under the contract shall be limited to a	As Bank has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, we request the Bank to restrict indemnity to 3rd party claim to the extent same is relating to IP infringement claim to the extent same is made against the bank due to bank's use of Bidder's solution. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder	Please adhere to the terms of RFP.

			maximum of the contract value. This limit shall not apply to third party claims for a) IP Infringement indemnity b) Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.	and claiming party, if Bank provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the solution and if none of these options are available, bidder shall be entitled to take the infringing solution back. These are the sole remedy of Bank for any claim.	
5.	3.1 & 3.2 Patent Rights	28	The Supplier/ service provider shall: a) at its expense defend Bank against any IP Claim; and b) Indemnify Bank by paying the damages, costs, and attorneys' fees with respect to the IP Claim that are either awarded against Bank in a final, non-appealable court judgment, or required to be paid by Bank in a settlement of the IP Claim.	As Bank has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, we request the Bank to restrict indemnity to 3rd party claim to the extent same is relating to IP infringement claim to the extent same is	Please adhere to the terms of RFP.

				made against the bank due to bank's use of Bidder's solution. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Bank provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the solution and if none of these options are available, bidder shall be entitled to take the infringing solution back. These are the sole remedy of Bank for any claim.	
			Supplier's/ service provider obligations set forth in this Section are subject to Bank's: a) providing Supplier/ service provider prompt notice that the IP Claim has been threatened or brought, whichever is sooner (the "Claim Notice"); b) providing relevant documentation and information to the supplier with respect to the IP Claim or Resolution; and c) Complying with all court orders.		
6.	3.2- patent rights	28	Supplier's/ service provider obligations set forth in this Section are subject to Bank's:a) providing	Bidder requests to add the following provisions:	Please refer to additional clause published in addendum corrigendum

			Supplier/ service provider prompt notice that the IP Claim has been threatened or brought, whichever is sooner (the "Claim Notice");b) providing relevant documentation and information to the supplier with respect to the IP Claim or Resolution; andc) Complying with all court orders.	1. In the event of any IP claim, the Bidder shall at its option (i) procure the right for the Bank to continue using the Software Products (ii) modify or replace the Software Products without adversely affecting Bank's operations. 2. Bidder will have no obligation to Bank, if the claim of infringement on intellectual Property is based on (i) modifications of the software products not made by the Bidder; or (ii) the combination of the Software Products with an item not supplied by Bidder. These are the Bank's sole and exclusive remedy for any alleged infringement.	
7.	3.3 - patent rights	28	Wherever the Bank is required to indemnify MasterCard/VISA/NPCI for any action/omission/commission on the part of the Service Provider and/or their sub-contractors, and the Bank is required to indemnify the loss to MasterCard/VISA/NPCI, Service	Bidder request to modify the clause stating "Service Provider will also be liable for any Civil or Criminal proceedings against the Bank by any third party aggrieved for deficiencies in service that are directly and solely	Please adhere to the terms of RFP.

			provider, in turn, indemnifies the Bank against such eventualities and makes good the loss to the Bank. Service Provider will also be liable for any Civil or Criminal proceedings against the Bank by any third party aggrieved for deficiencies in service that are attributable to the Service Provider.	attributable to the Service Provider."	
				As Bidder's scope of work under this RFP is limited delivery of debit card management services on pay per card basis for 5 years, we request the Bank to restrict indemnity provisions to 3rd party IP indemnity claims and kindly delete this clause.	Please adhere to the terms of RFP.
8.	4.2 - Performance security	28	Performance security submitted by the vendor shall be invoked by the Bank as compensation for any loss resulting from the vendor's failure to complete its obligations under the Contract.	Bidder request the bank to provide prior notice before invoking the security and also provide opportunity of hearing and according reasons/provide solution thereto.	Prior intimation will be given before invoking the performance security.
9.	5.5. Inspections and tests	29	The vendor shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank/ its auditors (internal and external)/ any statutory/regulatory authority/ authorized personnel from RBI to carry out any kind of process of audit including that of its	Bidder proposes for atleast 10 calendar days prior notice for audit	Please adhere to the terms of RFP.
				Considering this is licensed and on-prem deployment at bank's DC & DR, bidder understands that this requirement is not applicable.	Please adhere to the terms of RFP.

			operations and records related to services provided to the Bank, in the presence of representatives of the vendor, at any point of time giving advance notice. RBI or persons authorized by it shall access the records of Bank and the vendor related to this agreement and cause inspection.		
10.	7- Insurance	30	Service provider shall insure all the equipment to be installed at the Bank's premises against all risks of loss or damage from the date of delivery of items at the Bank's premises till such time the equipment are removed from the Bank's premises on account of damage, termination and / or expiry of contract etc for an amount equal to 110 percent of the invoice value of the Goods. Service provider shall obtain the insurance policy from a Government of India recognized insurance company and renew the same periodically before the due date. Bank shall not be responsible for any loss or damage to the	Bidder request the bank to provide clarity on this clause as the equipments in installed in bank's premise and under bank's control.	Equipment will be in Bank's premises but operated by the bidder and asset belongs to bidder, thus the insurance to be ensured by the vendor.
				While the bidder will insure all the equipment installed by the bidder at the Bank's premises, in the event any damage or loss is caused to the equipment due to reasons attributable to the Bank, we request the Bank to take responsibility of such losses or damages.	Please adhere to the terms of RFP.

			service provider's assets installed at the Bank's premises.		
11.	12 - Maintenance of Server uptime	32	DCMS server will be very critical for the Bank to provide 24 X 7 X 365 uninterrupted service to the customers (Debit Card holder) for various supports like Activation of Card, Green PIN Generation, Hotlisting of card etc. Therefore, the vendor need to maintain 99.9% uptime of the DCMS server in a month.	Bidder proposes to change the uptime to 99.5%. Bidder shall provide prompt and adequate notice for periodic maintenance	Please adhere to the terms of RFP.
12.	14. Termination for default	34	The Bank, without prejudice to any other remedy for breach of contract, by written notice (with a notice period of 30 days) of default, sent to the vendor, may terminate this Contract in whole or in part:	We request the bank to provide 60 days cure period to the vendor before exercising this right to terminate the contract.	Please adhere to the terms of RFP.
			b. If the vendor fails to perform any other obligation(s) under the Contract and fails to cure the same within a curing period granted by the Bank through a written notice	Bidder request the bank to provide timeline for curing period of atleast 30/60 days.	Please adhere to the terms of RFP.
13.	15- Termination for convenience	34	15.1 The Bank, by 90 days' written notice sent to the service provider, may terminate the contract, in whole or in part, at any time for its convenience. The notice of	Bidder proposes for a lock in period of 2 years and a mutual right to terminate for convenience after the lockin period.	Please adhere to the terms of RFP.

			termination shall specify that termination is for the Bank's convenience, the extent to which performance of the service provider under the contract is terminated, and the date upon which such termination becomes effective.	As the commercials and upfront investment on hardware/equipment are based on volume of product and tenure of contract, in the event bank decides to terminate the contract or any part thereof, for convenience, we request the Bank to kindly pay the termination fee equivalent to the service fee payable by the bank for the unexpired term of the contract or any part thereof.	Please adhere to the terms of RFP.
14.	15.2	35	PIN mailers and related stationeries that are complete and ready for shipment within four (4) days after the service provider's receipt of notice of termination shall be accepted by the Bank at the contract terms and prices. For the remaining PIN mailers and stationeries, the Bank may elect: a. to have any portion completed and delivered at the contract terms and prices; and / or b. To cancel the remainder and pay to the service provider an agreed amount for partially completed	As the commercials and upfront investment on hardware/equipment are based on volume of product and tenure of contract, in the event bank decides to terminate the contract or any part thereof, for convenience, we request the Bank to kindly pay the termination fee equivalent to the service fee payable by the bank for the unexpired term of the contract or any part thereof.	Please adhere to the terms of RFP.

			items and for materials previously procured by the service provider.		
15.	16.3 CONFIDENTIALITY AND NON-DISCLOSURE OF CONFIDENTIAL INFORMATION	35	At all times, the Service Provider shall abide by all applicable Bank's security rules, policies, standards, guidelines and procedures.	Bidder reckon that bidder employees involved in project execution at Bank site shall comply with mentioned policies and guidelines.	Bidder's employees involved in project execution will have to comply with mentioned policies and guidelines.
16.	16.4 CONFIDENTIALITY AND NON-DISCLOSURE OF CONFIDENTIAL INFORMATION	36	Access to customer information by a staff of the Service Provider shall be on 'Need to Know' basis i.e. limited to those areas where the information is required in order to perform the outsourced function.	Bidder reckon that bidder will comply with Bank provided processes.	Bidder need to comply with Bank provided processes.
17.	16.5 CONFIDENTIALITY AND NON-DISCLOSURE OF CONFIDENTIAL INFORMATION	36	Preservation of documents and data by the Service Provider shall be in accordance with the legal / regulatory obligation of the Bank in this regard.	We request the Bank to share the specific Records in scope and their Retention Period.	Required details will be shared with the selected bidder.
18.	16.7 CONFIDENTIALITY AND NON-DISCLOSURE OF CONFIDENTIAL INFORMATION	36	Service Provider shall isolate and clearly identify the Bank's customer information, documents, records and assets to protect the confidentiality of the information. In instances, where the Service Provider acts as an outsourcing agent for multiple banks, care shall be taken to build strong safeguards	Considering this is licensed and on-prem deployment at bank's private cloud, bidder understands that this requirement is not applicable.	Please adhere to the terms of RFP.

			so that there is no mingling of information/ documents, records and assets. Service provider shall ensure that the card emboss data shared with card personalization bureaus are deleted from the systems of the personalization bureau once the cards are personalized.		
19.	17- Force Majeure	36	Notwithstanding above, the decision of the Bank shall be final and binding on the vendor.	Bidder request to remove this condition as this makes the bidder liable even in a force majeure situation and exposes it for liquidated damages etc.	Please adhere to the terms of RFP.
20.	19 - Limitation of Liability	37	Vendor's aggregate liability for actual direct damages shall be limited to a maximum of the Contract Value, provided that this limit shall not apply to (1) the infringement indemnity; or (2) bodily injury (including death) and damage to real property and tangible personal property caused by Vendor's negligence. Vendor shall not in any event be liable for any indirect or consequential damages, or for loss of profit, business, revenue, goodwill,	Bidder proposes for the direct damages to be capped to the amount paid for the product "Vendor's aggregate liability for actual direct damages shall be limited to a maximum of the amount actually paid by the Bidder to the Bank for the specific software program, which directly caused the damage provided that this limit shall not apply to (1) the infringement indemnity; or (2) bodily injury (including death)	Please adhere to the terms of RFP.

			anticipated savings or data, or third party claims except with respect to bodily injury (including death) and damage to real and tangible personal property for which Vendor is legally liable. For the purposes of this Section, "Contract Value" at any given point in time, means the aggregate value of purchase orders placed by Bank on the Vendor under this project. For (1) the infringement indemnity; or (2) bodily injury (including death) and damage to real property and tangible personal property claims, the vendor shall reimburse the actual loss incurred by the Bank.	and damage to real property and tangible personal property caused by Vendor's negligence. Vendor shall not in any event be liable for any indirect or consequential damages, or for loss of profit, business, revenue, goodwill, anticipated savings or data, or third party claims except with respect to bodily injury (including death) and damage to real and tangible personal property for which Vendor is legally liable. "Contract Value" at any given point in time, means the aggregate value of purchase orders placed by Bank on the Vendor under this project.	
				As Bidder's scope of work under this RFP is limited delivery of debit card management services on pay per card basis for 5 years, we request the Bank to keep the liability of successful bidder capped to 24 months service fee and 3rd party claims	Please adhere to the terms of RFP.

				relating to IP indemnity claims should only be excluded from the liability cap.	
21.	20.1	38	Vicarious Liability- The Selected Bidder shall be the principal employer of the employees, personnel/individual, engaged by the selected Bidder and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of personnel/individual, etc. by the selected Bidder, for any assignment under the contract. All remuneration, claims, wages dues etc. of such employees, agents, contractors, sub-contractors etc. of the selected Bidder shall be paid by the selected Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected Bidder's employees, personnel/individual,	The selected bidder should be held liable for act or omission of its employees to the extent such act / omission occurred during delivery of services and same was authorised or approved by the selected bidder.	Please adhere to the terms of RFP.

			etc. The selected Bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of selected Bidder employees personnel/individual, etc.		
22.	20.3	38	Bidder shall be responsible for fulfilling the requirement of all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Gratuity Act, Contract Labour (Regulations and Abolition) Act and all other labour and industrial enactment at their own risk and cost in respect of all AGs by Bidder. The Bank shall be indemnified for any action brought against it for any violation/non-compliance of any of the provisions of any of the acts, etc. hence non compliance or violation of any of these provisions of any of the Acts will be treated as	While we agree to comply with all laws existing as on date of submission of bid, it is not possible for the bidder to envisage regulatory requirements which may be applicable in future and corresponding changes to be done to the solution, thus we request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties	Please adhere to the terms of RFP.

			breach of contract and shall lead to the termination of the contract. The Bidder shall maintain all records required to be maintained under statutory enactments and the Bidder shall submit to the Bank a certificate every month to the effect that Bidder has and is complying with all the statutory regulations as said heretofore.	and this clause should be amended accordingly.	
23.	21(5)- Settlement of Disputes	40	Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian BANK' Association	Bidder request the bank to modify "in case of failing of such agreement , appointment can be through institutional arbitration (ICA)".	Please adhere to the terms of RFP.
24.	21(5)- Settlement of Disputes	40	Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/other legal recourse.	Bidder request the bank for removal of clause and replace as arbitration award passed shall be final and binding.	Please adhere to the terms of RFP.

25.	23. SCOPE OF WORK - Point #3	40	Generation of PIN from HSM (Host Security Module), Printing PIN mailers, packing, labeling, handing over to India Post / courier appointed by the Bank in customer-wise / branch-wise envelopes and tracking the delivery.	1. Dispatch pattern to be fixed for personlised PIN Mailer to customer or Branch to prepare the data file/connection files for courier 2. Delivery tracking cannot be in vendors' scope/ vendors' scope to be fixed till handover the PIN mailer to bank appointed courier	1. Currently personalized PIN mailer is sent to customer directly. However the same can be changed if required in future. 2. Provision should be available in DCMS to upload the tracking details and to view the same. Also API integration with the courier agency and India Post should be done as and when required at no additional cost to the Bank.
				At present the courier and vendor names to understand how many vendors are there for integration. What type of interface options available file based or API types – Rest / Json etc to be confirmed by bank	Currently only one courier agency is there and the other one is India Post.
26.	23. SCOPE OF WORK - Point #5	40	Printing Net Banking PIN mailers, Debit card PIN mailer, packing in branch-wise envelopes or to customer address as per requirement of Bank & handling till pick up by courier agency.	1. There is no projection for PIN Mailer, PIN Envelope, Labeling, Packing material for branch, and bureaus dispatch 2. Daily, weekly, Monthly and quarterly projections are	projection for PIN mailers is given in commercial Bid. PIN mailer and PIN mailer stationary will be provided from Card vendor.

				required for procurement and arrangement of above material.	
				Why Net banking, will depend on IPIN generation and transfer of information	Data for Internet Banking PIN will be provided by the Net Banking team. DCMS vendor has to print, pack and dispatch the same.
27.	23. SCOPE OF WORK - Point #6	40	The projected volume of cards to be issued in the next 5 years is 6 crores (approximately). However, the Bank does not guarantee any minimum volume of cards for issuing under this project.	Can we consider existing volumes as minimal volumes for arriving at the TCO. Since its Opex model there will be monthly fixed cost to implement and run the system irrespective of card issued or not, pin mailer print or not.	6 crores is approximate volume for 5 years.
28.	23. SCOPE OF WORK - Point #11	41	Implementing Online Interfaces with EFT switch, CBS, Net Banking, Mobile Banking, Fraud Management System, Call centre and other systems as required by the Bank	1. Web service integration is possible on existing API specifications. Need to know the specific capability of consumption of APIs by other system 2. Can bank provide list of other systems	Required details will be shared with successful bidder
29.	23. SCOPE OF WORK - Point #13	41	Providing support to Branches for smoothly functioning the DCMS portal & services.	Assuming all support to branches shall be provided through one single location	support to all branches will be provided through one single location

30.	23. SCOPE OF WORK - Point #14	41	Deploying sufficient manpower for handling day to day operations as per TAT	Assuming all support to branches shall be provided through one single location	support to all branches will be provided through one single location
31.	23. SCOPE OF WORK - Point #19	41	During the contract period any upgradation of hardware or enhancement in DCMS software or infrastructure to fulfil the requirement of Bank will be done by the vendor with no any cost to Bank	Please clarify the upgrade is limited to scope of RFP/final contract. Any bank specific customisation or need of additional modules etc vendor can provide with CR.	Please adhere to the terms of RFP.
32.	23. SCOPE OF WORK - Point #22	41	Providing support during Bank's DR Drill activity related to DCMS with no any cost to Bank.	What is the average frequency of such DR drill. i.e. Quarterly , Half yearly etc	currently DR drill is conducted on half-yearly basis.
33.	SECTION VI - ELIGIBILITY CRITERIA - Point #2	42	Bidder should be currently providing end to end debit card management services to at least 2 scheduled commercial banks (of at least 1000 branches) in India, out of which minimum 1 should be a Public Sector Bank. The debit card management software proposed to Indian Bank shall be currently in use in at least one of these 2 Banks for last three years as on date of RFP.	We Request the bank to relax 2 scheduled commercial banks in India, out of which minimum 1 should be a public sector bank (of at least 1000 branches) in India The debit card management software proposed to Indian Bank shall be currently in use in at least one of these 2 Banks for last three years as on date of RFP. Bidder should be currently providing end to end card management services to at least 2 scheduled commercial banks in India, out of which minimum 1 should be a Public	Please refer to amended clause published in addendum corrigendum

				Sector Bank and one bank should be live for issuance of Debit cards. The card management software proposed to Indian Bank shall be currently in use in at least one of these 2 Banks for last three years as on date of RFP.	
34.	SECTION VI - ELIGIBILITY CRITERIA - Point #4	42	Bidder should have the experience of handling minimum 1.5 crore Debit card Data in any single Bank	Bidder should have the experience of handling minimum 1.5 crore card Data under single application instance hosted out of India.	Please refer to amended clause published in addendum corrigendum
35.	SECTION VI - ELIGIBILITY CRITERIA - Point #6	43	The average turnover of the bidder should be at least Rs.50 Crores or above from DCMS business in India for the last 3 consecutive financial years (FY 2018-19, 2019-20 & 2020-21).	Can we provide CA Certificate mentioning 50 Cr as company's average turnover as overall and including DCMS.	CA Certificate mentioning 50 Cr as company's average turnover as overall and including DCMS will not be accepted. However, for MSE, relaxation in turnover amount will be given as per the amended clause. Please refer to amended clause published in addendum corrigendum
				The average turnover of the bidder should be at least Rs.20 Crores or above from card issuance business in India for the last 3 consecutive financial years (FY 2018-19, 2019-20 & 2020-21).	

36.	SECTION VI - ELIGIBILITY CRITERIA - Point #7	43	The bidder should have a positive tangible net worth from business in India during the last three consecutive financial years (FY 2018-19, 2019-20 & 2020-21).	The bidder should have a positive tangible net worth from business in India during at least 3 three financial years out of last five years (2016-17, 2017-18, 2018-19, 2019-20 & 2020-21) OR "Bidder can participate in the tender, provided their parent company is meeting the Net worth Criteria as stated in clause ___."	Please refer to amended clause published in addendum corrigendum
37.	5	44	Vendor shall indemnify, protect the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights, agency / dealership etc., or such other statutory infringements in respect of the entire software and hardware supplied by the vendor. The obligations set forth in this Section will not apply to an IP Claim if the alleged infringement is based on, caused by, or results from Modification of the hardware / software, for which IPR claim is received, other than by Vendor;	We agree to indemnify the Bank against 3rd party claim to the extent same is relating to IP infringement claim to the extent same is made against the bank due to bank's use of Bidder's services. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Bank provides, prompt notice of claim, sole control to defend or settle the claim, all information, support	Please adhere to the terms of RFP.

				and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the solution and if none of these options are available, bidder shall be entitled to take the infringing solution back. These are the sole remedy of Bank for any claim.	
38.	13	72	The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants."	We request the Bank that loss should be limited to direct monetary damage suffered by the disclosing party due to receiving party's intentional breach of its confidentiality obligations specified in this NDA.	Please adhere to the terms of RFP.
39.	12. UNDERTAKING TO ABIDE BY ALL BY-LAWS / RULES / REGULATIONS	73	In consideration of INDIAN BANK, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office 254-260,	While we agree to comply with all laws existing as on date of submission of bid, it is not possible for the bidder to envisage regulatory requirements which may be	Please adhere to the terms of RFP.

			Avvai Shanmugam Salai, Royapettah, Chennai (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s…………………., having its Registered Office at………………………, do hereby, having examined the RFP including all forms/annexure, confirm and agree to comply with all Laws, Rules, Regulations, By-Laws, Guidelines, Notifications etc.	applicable in future and corresponding changes to be done to the solution, thus we request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	
40.	12. UNDERTAKING TO ABIDE BY ALL BY-LAWS / RULES / REGULATIONS	73	We will comply with the terms of Information Technology ACT 2000 and subsequent amendments while providing the end to end debit card management services. We will abide by the regulations issued by Visa, MasterCard, NPCI and RBI from time to time	While Supplier agrees to comply with impacting laws, regulations, rules and requirements, notifications, circulars, directives from RBI, NPCI, Visa, MasterCard, PCI and also abide by Information Technology ACT 2000 and subsequent amendments existing as on date of submission of bid, it is not possible for the Supplier to foresee future regulatory changes and future changes from Regulators, Authorities, Card Networks, Payment	Please adhere to the terms of RFP.

				System Operators, PCI Security Standards Council and corresponding impact/changes to be done to the services, thus Supplier requests that compliance to any such future impacting changes shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and these clauses should be amended accordingly	
				While we agree to comply with all laws and regulations existing as on date of submission of bid, it is not possible for the bidder to envisage regulatory requirements which may be applicable in future and corresponding changes to be done to the solution, thus we request that bidder should be liable for compliance of all laws and regulations applicable as on date of	Please adhere to the terms of RFP.

				submission of bid and compliance to any change in law / regulations of enactment of new law /regulation shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	
41.	12. UNDERTAKING TO ABIDE BY ALL BY-LAWS / RULES / REGULATIONS	73	We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.	Bidder agrees to indemnify the Bank against all third party claim made against the Bank to the extent such claims are caused due to Bidder's non-compliance of laws applicable to the Bidder for the Services delivered under the contract. Bidder will pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Bank provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim.	Please adhere to the terms of RFP.

				Bank will take all steps to mitigate the claim and shall not making any admission, concession, consent judgment, default judgment or settlement of the applicable claim or any part thereof (unless otherwise agreed by Bidder in writing). These are the sole remedy of Bank for any claim.	
42.	13. UNDERTAKING LETTER ON THE SELECTED BIDDE'S LETTERHEAD FOR CENTRAL MINIMUM WAGES ACT & LABOUR LAWS	75	In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages /salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed by the selected bidder for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of	Bidder agrees to indemnify the Bank against all third party claim made against the Bank to the extent such claims are caused due to Bidder's non-compliance of laws applicable to the Bidder for the Services delivered under the contract. Bidder will pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Bank provides, prompt notice of claim, sole control to defend or settle the claim, all information, support	Please adhere to the terms of RFP.

			Labour for non-compliance to the above criteria.	and cooperation reasonably required by the bidder to defend or settle the claim. Bank will take all steps to mitigate the claim and shall not making any admission, concession, consent judgment, default judgment or settlement of the applicable claim or any part thereof (unless otherwise agreed by Bidder in writing). These are the sole remedy of Bank for any claim.	
43.	13. UNDERTAKING LETTER ON THE SELECTED BIDDE'S LETTERHEAD FOR CENTRAL MINIMUM WAGES ACT & LABOUR LAWS	75	We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.	As Bidder shall be under contractual obligation to indemnify the bank and pay all court cost, attorney fee and monetary damages awarded by the court, we request the bank to kindly delete this clause.	Please adhere to the terms of RFP.
44.	SECTION VIII: TECHNICAL BID - Point#1	81	Bank will hand over the existing card management data to the service provider. Service provider will be responsible for taking over the entire data and converting the	Kindly provide the breakup of existing 2.65 Crores card base between active/inactive/closed/expired cards	2.65 crore card base mentioned is active card base of Bank.

			data to the format suitable for their debit card management software. Bank's current issued debit card base is 2.65 Crores and the occupied database size is 520 GB.		
45.	SECTION VIII: TECHNICAL BID - Point#2	81	The old data records shall not be deleted by the service provider and shall be retained in the new system along with the new records without any alteration in the data for allowing support functions and web based queries on the old cards.	Please clarify 1) Assumption is only to maintain the card master data including Active/inactive cards 2) do we need to migrate masters and data for cancelled/closed/expired cards also 3) Vendor to provide the storage with the entire database and hardware arrangement that Vendor does. 4) Need to know whether closed card data and old support functions data is needed.	1) Vendor has to maintain master data for all cards. 2) Vendor need to migrate masters and data for cancelled/ closed/ expired/ hotlisted cards also 3) Vendor need to provide the storage with the entire database and hardware arrangement. 4) closed card data and old support functions data is also needed.
46.	SECTION VIII: TECHNICAL BID - Point#3	81	The migration activity shall be completed within 1 month from issuing the purchase order . This shall be done in parallel with setting up the new debit card management solution. Within 60 days after	1.Bank expect system available for Acceptance test within 2 months including data migration is to be discussed as both readiness of system and data migration in 2	Please adhere to the terms of RFP. Rationale of 30 days and 60 days mentioned in this clause is detailed in Page

			issuing the purchase order, the new debit card management solution shall be ready in all aspects and the service provider shall complete the Initial Acceptance Test.	months respectively looks difficult. This must be mutually agreed between the Bank and Vendor. 2. Data preparation as per Vendor format, development for the customization needed for migration of data to be mutually agreed 3. What is the rationale for 30 and 60 days mention here.	no. 32 & 33 of RFP under clause 13 for Liquidity Damages
47.	SECTION VIII: TECHNICAL BID - Point#5	81	Service provider has to supply & install servers (blade type servers with dual power input ports), necessary racks to house the servers, Host Security Module (HSM), printers, shredders, scanners, other related hardware, application software, web portal, database, Anti-virus software, 3rd party software, if any, at Bank's premises within 5 weeks from the date of purchase order. PCs will be provided by the Bank	Given the current H/w supply and logistical delays it is not feasible to setup the entire Infra at the bank premises within 5 weeks from PO issuance. Request bank to consider timeline of at least 16-18 weeks post signing of the contract Also, need to clarify how many regional offices or branches where printer will be needed or hardware to be setup to factor in the total timeline for delivery & installation	Please adhere to the terms of RFP.

Hardware setup is currently required DC and DR locations. |

				Network/Security device details were not available. Bank to confirm on - All required Network/Security equipments will be provided by the Bank team including Firewalls, Switches, Network Cables, etc.	Bank will also provide Firewalls, Switches & Network Cables.
				1) Assumption by bidder is this is a bank on premise licensed implementation. 2) It is the bidders understanding the bidder has to provide at the bank premises the following for the solution • Server hardware • Storage hardware • OS, DB software • Application software • Server Racks • Antivirus Software • Backup Software 3) Other components like Network switch for servers, Firewalls, Load Balancer, OS patching tool, DC_DR bandwidth would be provided	Bidder has to provide at the Bank premises • Server hardware • Storage hardware • OS, DB software • Application software • Server Racks • Antivirus Software • Backup Software or any other software or hardware to run the solution properly. However network switches for servers & firewalls and connectivity between DC & DR setup will be provided by Bank.

				by the bank as these would already be available in the bank data centre. Bank to confirm.	
				How will vendor manage the patch management, VA scan, management of anti virus signatures, day to day run as mentioned in the RFP document if the bank is expecting the on premise implementation. Vendor will not have an access. Otherwise in bank's datacentre a separate unit to be created. Please clarify	Bank will provide access of DC & DR as and when required. However, vendor can manage the server remotely from bank premises.
				Request bank to provide the total card base data breakup for number of cards expiring in next 1 year/ to next 5 years. This is needed for overall hardware and other volume assumptions.	volume assumption to be done as per the quantity mentioned in Section IX of the RFP.
				Bidder reckon that this tools/software shall be provided and deployed by the Bank. Bidder shall support for integration with proposed solution.	Successful bidder will supply, install & maintain the hardware & software during the contract period.

				Network will it be provided by the bank and necessary exclusive racks for Hardware. Please clarify.	Network will be provided by the Bank. Exclusive racks for Hardware to be provided by the bidder.
48.	SECTION VIII: TECHNICAL BID - Point#7	81	Operating Systems, Data Bases software and other 3rd party software used by the service provider in their servers and client systems shall be with valid licenses and service support from the OEM (Original Equipment Manufacturer) shall be available throughout the contract period. One copy of each license shall be provided to the Bank.	1) Licenses will be in the name of bidder, since bank requires this as per usage basis hence Bidder would take back all hardware/software post expiry of contract, hence software licesnes used in the solution for OS, DB, Applications and any other third party software would not be owned by the bank 2) Only OEM License ownership letter to be provided. License shall remain in the name of Vendor. Please clarify	1) Licenses will be in the name of bidder and Bidder would take back all hardware/software post expiry of contract. 2) Only OEM License ownership letter to be provided to the Bank. License shall remain in the name of Vendor
49.	SECTION VIII: TECHNICAL BID Point#8	81	Operating systems and software shall be upgraded by the service provider at no extra cost to the Bank before OEM withdraws the support for the OS & software installed by the service provider. Any hardware / firmware upgrade required to support the new	Bidder reckon that this tools/software shall be provided and deployed by the Bank. Bidder shall support for integration with proposed solution.	All hardware & Software will be provided by successful bidder, so any upgradation in hardware or software will be done by vendor at no extra cost to the Bank.

			Operating System / software shall be carried out by the service provider at no extra cost to the Bank. OS / software patches & security patches shall be updated as and when released by the OEM.		
50.	SECTION VIII: TECHNICAL BID - Point#10	82	Service provider shall ensure that the free storage space available in the servers will be minimum 30% of the total available storage space at any time during the contract period. Once the available free storage space falls below 40% of the total available storage space, service provider shall upgrade the storage .	This needs a mutually discussed threshold revision as for overall volumes the hardware sizing will as is be quite huge and 40% may not be the logical threshold.	Please adhere to the terms of RFP.
51.	SECTION VIII: TECHNICAL BID - Point#14	82	The human resources provided at Bank's premises shall include: i. A project manager for managing the resources and daily operations smoothly by coordinating with the Bank, system vendors, courier agencies / India Post. ii. technical resource having knowledge on server and database management for carrying out performance tuning, data backup, data replication between primary &	Please confirm the bank's existing server monitoring system/tools can be leveraged, and will it be monitored by bank ?	Server Monitoring system/tool to be provided by the bidder.

			DR systems, attending to system faults and data issues, data extraction and updation to external systems, maintenance of HSM, updating OS patches and antivirus software in servers, attending to application / data base level issues, support for testing, etc.		
52.	SECTION VIII: TECHNICAL BID - Point#16	83	DCMS shall be able to generate data for issuing various types of cards such as EMV chip cards (contact & contactless / Near Field Communication (NFC), NCMC (Offline), RFID chip cards, Aadhaar based cards, biometric cards, photo / Non-photo cards, customized Image Cards, virtual cards etc.	Who will manage the global wallet balance for NCMC? Does CBS already have the capability to maintain the offline and online balances. Please clarify	global wallet balance for NCMC will be maintained by the Bank. Bank has the capability to maintain offline and online balances.
53.	SECTION VIII: TECHNICAL BID - Point#17	83	DCMS shall be able to update courier/ India post tracking details.	How the tracking details will be made available to system. Through bulk file or API from existing service providers. Please provide list /number of existing service providers.	At present, Professional courier and India Post having contract for dispatch of card and PIN Mailers. Currently tracking details will be made available through bulk file. However, in future, tracking details will be updated through API.

54.	SECTION VIII: TECHNICAL BID - Point#20	83	DCMS shall send auto generated E-mails to card requesting branches with the details of the requests rejected during quality check.	1) Bidder will be using banks existing Email gateway/provider for such Emails. Bank to confirm 2) to be customized for sending specific alerts, else report download alert is there	Bidder need to integrate their DCMS system to Bank's SMS gateway. SMS cost will be borne by the BANK. However, SMS to be generated and pushed by DCMS.
55.	SECTION VIII: TECHNICAL BID - Point#21	83	DCMS shall generate SMS and send to customers for informing them to collect the card/ PIN from branches as per requirement of the Bank.	it is bidders understanding that DCMS will have capability of generating SMS advise. The Bank owned existing SMS gateway would be used for sending the actual SMS. The cost of the SMS gateway services will be borne by the bank. Bank to confirm the understanding	Bidder need to integrate their DCMS system to Bank's SMS gateway. SMS cost will be borne by the BANK. However, SMS to be generated and pushed by DCMS.
				SMS Cost will be borne by the bank, Please clarify	SMS Cost will be borne by the Bank.
56.	SECTION VIII: TECHNICAL BID - Point#24	83	Card emboss data shall contain all the required details such as PAN, Name, CVV1, CVV2, Chip data, Service Code, any other information the bank likes to encode / emboss on the card such as photo, signature, Date of Birth, Blood Group, and 4th line embossing data (Aadhaar Number).	Aadhaar number being a sensitive information now, is no more allowed to be printed or put in a file. Hence no support to do this will be provided. Date of birth printing to be checked as PII . Bank to modify/update	all provision should be available in DCMS and as per requirement mentioned in the RFP, the same need to be implemented as and when required by the Bank.

				accordingly base on regulatory confirmation.	
57.	SECTION VIII: TECHNICAL BID - Point#26	83	DCMS shall be capable of embossing the cardholder name in English, Hindi and regional languages, if required by the bank.	Does bank currently have the option vernacular printing enabled in DCMS? Is DOD installation available with bank already which will be reused ?	Please adhere to the terms of RFP.
58.	SECTION VIII: TECHNICAL BID - Point#27	84	DCMS shall generate PIN data using the HSM installed by service provider at the Bank's premises and should comply with security guidelines issued by RBI and PCI.	While we agree to comply with all laws existing as on date of submission of bid, it is not possible for the bidder to envisage regulatory requirements which may be applicable in future and corresponding changes to be done to the solution, thus we request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Please adhere to the terms of RFP.
				While Supplier agrees to comply with impacting laws,	Please adhere to the terms of RFP.

| | | | | regulations, rules and requirements, notifications, circulars, directives from RBI, NPCI, Visa, MasterCard, PCI and also abide by Information Technology ACT 2000 and subsequent amendments existing as on date of submission of bid, it is not possible for the Supplier to foresee future regulatory changes and future changes from Regulators, Authorities, Card Networks, Payment System Operators, PCI Security Standards Council and corresponding impact/changes to be done to the services, thus Supplier requests that compliance to any such future impacting changes shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and these clauses should be amended accordingly | |

59.	SECTION VIII: TECHNICAL BID - Point#33	84	Service provider shall provide minimum 2 printers for printing PIN mailers and all printers shall be simultaneously connected to the HSM. If PIN printing is increased, then vendor will provide additional printer for PIN mailers to cater the requirement.	1. 1 printer is connected to 1 HSM, so if banks wants 2 printers simultaneously then two HSM will be required. 2. HSM, Printer and other assets to be considered 3. work in 3 shifts for PIN printing and Processing to be considered. Please clarify on above understanding. 4. HSM and printer needs to be in same location, thus need as many HSMs	HSM to be installed at only one central location with 2 printers as per the clause.
60.	SECTION VIII: TECHNICAL BID - Point#35	84	Apart from debit card PIN mailers, service provider shall also print the PIN mailers for Net banking and Mobile banking passwords. These passwords will be generated by the bank and the service provider will be given an excel file containing all CIFs (Customer Identification File) against which the passwords are generated. Web page will be provided to print the passwords by entering the CIFs one by one. After printing, Service provider shall update the PIN mailer reference number for each CIF in the excel file.	Will the file will be provided over SFTP or encrypted and will INFO SEC clear it. How the password details will be shared for printing (clear or encryption). What's mechanism to decrypt etc. Please clarify.	Web page will be provided to print the password by entering the CIF one by one.

61.	SECTION VIII: TECHNICAL BID - Point#50	86	Maximum limit permitted for each transaction should be displayed in the screen.	Requesting the bank to provide more information on this point.	While Branch is issuing any card and setting limit for that card then at that time the max limit stored in DCMS for each transaction type should be displayed on the screen with reference to the point no. 48
62.	SECTION VIII: TECHNICAL BID - Point#54	86	It should be possible to enable the facility and to set the limit from the same screen with a single submit button by the maker.	What is the switch API available for consumption by DCMS to fetch the current limit and to update the current limit (2 APIs) Do we need only status, pin tries exceed count to be brought as per assumption by vendor. Please confirm	currently ISO 8583 is in used by switch. Transaction limit also.
63.	SECTION VIII: TECHNICAL BID - Point#56	86	DCMS should always query the values from switch and display on the screen	Which ACS service provider and will they store the card number. Is ACS required from bidder to manage? Also, bidder's DCMS has APIs which can be exposed to ACS for checking card details and fetching mobile number	ACS is not required from the bidder. APIs to be implemented as and when required by the Bank at no additional cost to the Bank.

64.	SECTION VIII: TECHNICAL BID - Point#60	87	Bank is also issuing prepaid cards through DCMS. Prepaid card product should be configured in DCMS and issuance should be supported, limited to debit cards. CAF for prepaid card will be hosted in ATM EFT Switch and account information will be maintained in CBS.	who will be maintaining/managing the Prepaid balance is it to be vendor DCMS or separate solution ?	Bank is managing/ maintaining prepaid balance
65.	SECTION VIII: TECHNICAL BID - Point#61	87	Requests for issuing photo debit cards will be submitted by branches through DCMS. DCMS web portal shall have the facility for uploading the photo by branches and renaming the photo automatically to map the photo to the respective account and for embossing the same on card. Service provider shall have the facility for scanning and uploading photos to DCMS if photos are received in hardcopy format.	1. From which system are currently the images uploaded and pushed to current DCMS Will the branches actually access and upload images on behalf of customers? This is asked as photo cards are not issued anymore, and uploading images is easier for customers than being uploaded by branches … need more details 2. what is expected by scanning facility? Is it expected centrally. Please clarify	Facility should be provided through DCMS software for uploading the Photo by branches.
66.	SECTION VIII: TECHNICAL BID - Point#64	87	Year of birth, Blood Group and photo are to be embossed on Senior Citizen Debit Cards.	Year of birth can not be printed as PII. Please check and confirm.	provision should be available and as per requirement of the RFP, the same need to be

					implemented as and when required by the Bank.
67.	SECTION VIII: TECHNICAL BID - Point#65	87	Aadhaar Number shall be encoded on track 1 of magnetic stripe and shall be printed on the 4th line on front side of Aadhaar enabled debit cards.	Please check & confirm relevant regulation to allow Aadhar number to printed	provision should be available and as per requirement of the RFP, the same need to be implemented as and when required by the Bank.
68.	SECTION VIII: TECHNICAL BID - Point#66	87	While issuing EMV cards, EMV chip shall be personalized in semi grade with DDA keys. DCMS shall generate the Chip CVC/iCVV using the HSM connected to it. Chip CVC/iCVV shall not be the same as CVC1/CVV1.	Will Vendor manage the card plastic procurement and card perso or will bank have direct agreement and management ?	Bank has separate arrangement for card plastic procurement and card perso.
69.	SECTION VIII: TECHNICAL BID - Point#67	87	While issuing contactless card with offline wallet, such as NCMC cards, wallet account no. received in the card request file should be mapped as the secondary account number in CAF .	Will account be in CBS and will different account type and only 1 NCMC secondary account to be linked. Will the primary account number and secondary account number for NCMC bin card be available in Issuing request API.	primary and secondary card number will be available in the Card Request file.
70.	SECTION VIII: TECHNICAL BID - Point#70	88	Once the cards are handed over to customers by branches, branches will update the card holder's account number in DCMS. DCMS will fetch the account details from	If CBS frontend is there, branch can send the request for activation from there, why do you need to enter account number on DCMS ?	Required details will be shared with successful bidder.

			CBS online and display on screen for confirmation of the branch staff. Once confirmed, the card should be linked to the account and the CAF data should be sent to the ATM EFT solution for activation of the card.		
71.	SECTION VIII: TECHNICAL BID - Point#71	88	While issuing proprietary biometric debit cards, DCMS shall not generate PIN data and PIN mailer shall not be printed. DCMS web portal shall have the facility for branches to submit the request for proprietary biometric cards through maker-checker system.	Do you have a separate system for AEPS UIDAI validation ? what is the expectation for Debit card issuance system? Please confirm that only pin mailer skipping is required ?	Only PIN mailer skipping is required
72.	SECTION VIII: TECHNICAL BID - Point#80	89	Portal shall be able to handle Minimum of 7000 concurrent sessions during the working hours .	How many branches will be accessing the portal and number of users per branch.	Currently 6000 branches are accessing the portal and minimum 2 users required to each branch.
73.	SECTION VIII: TECHNICAL BID - Point#104	91	DCMS shall have facility for calculating fees for issuance of Add-on / duplicate cards and PIN mailers. Fee shall be calculated based on the reason selected by branch (from drop-drown) menu while submitting the request. Product-wise Fee amount shall be configurable in DCMS.	What all fee to be updated ? Where on system will this show and how will this help? What is the action for rejection of debit records? Does that mean do not allow any further action or does this mean for fee not retrieved an action on card status is needed?	Required details will be shared with successful bidder.

			DCMS shall generate the file to be uploaded to CBS for levying the fees from customer account. After processing the file in CBS, the status of account debit (success or failure) shall be flagged in DCMS through a reverse file upload for future processing.		
74.	SECTION VIII: TECHNICAL BID - Point#105	92	Provision to calculate Cash back / Loyalty points based on the input card / transaction data given by Bank.	Please confirm if we are supposed to use Bank's existing loyalty system or provide a new one	Bank's existing loyalty system will be used.
			DCMS shall generate the file to be uploaded to CBS for crediting the loyalty reward to customer account. After processing the file in CBS, the status of account credit (success or failure) shall be flagged in DCMS through a reverse file upload for future processing. SMS shall be sent by DCMS to customers if account credit is successful. Separate SMS template shall be maintained for this process.	Does bank have any existing loyalty system / interface or looking for new loyalty solution	Bank have its own loyalty system.

75.	SECTION VIII: TECHNICAL BID - Point#108	92	DCMS shall act as a card data repository and shall serve card data to Bank's other applications such as OTP service provider, Fraud Risk Monitoring System, call centre etc. through web service and spooled flat file formats.	CAF file is given to switch Please specify other format of files and number of files and fields to be provided For consumption of web service standard DCMS APIs will be exposed	will be shared will successful bidder
76.	SECTION VIII: TECHNICAL BID - Point#110	92	DCMS shall have the capability to be interfaced with Bank's tele-banking application/ IVR for providing missed call services to card holders. This interface shall be implemented as and when required by the Bank.	can bank IVR is able to consume APIs from DCMS ?	DCMS should have capability for this and shall be implemented as and when required by the Bank.
77.	SECTION VIII: TECHNICAL BID - Point#119	93	DCMS shall support issuance & personalization of debit cards with card designs provided by the cardholder A secured (https based) web portal shall be provided for the customers to enter their credentials and to upload the image to be printed on the card.	Whether it will be hosted in Bank Premises required instant firewall or will be taken care by the bank.	it will be hosted in vendor's premises
78.	SECTION VIII: TECHNICAL BID - Point#120	95	Any customizations to be done in the DCMS to meet the requirement of the Bank / IS Auditor / MaterCard / VISA / RBI / NPCI shall be done free of cost throughout the contract period.	This is open statement to cover any customisation, either bank should have yearly cap or its should be left for mutual agreement as we cannot envisage future customer scope at this stage.	Please adhere to the terms of RFP.

				While Supplier agrees to comply with impacting laws, regulations, rules and requirements, notifications, circulars, directives from RBI, NPCI, Visa, MasterCard, PCI and also abide by Information Technology ACT 2000 and subsequent amendments existing as on date of submission of bid, it is not possible for the Supplier to foresee future regulatory changes and future changes from Regulators, Authorities, Card Networks, Payment System Operators, PCI Security Standards Council and corresponding impact/changes to be done to the services, thus Supplier requests that compliance to any such future impacting changes shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and these clauses	Please adhere to the terms of RFP.

				should be amended accordingly	
79.	SECTION VIII: TECHNICAL BID - Point#124	95	On termination or expiry of the contract, service provider shall hand over the DCMS data to Bank and shall support in migrating the card data base to the debit card management system of the new service provider selected by the Bank without any cost to Bank .	We suggest to change to mutually agreed cost and will be charged if only needed.	Please adhere to the terms of RFP.
80.	SECTION VIII: TECHNICAL BID Serial no. E Security features and Access controls for DCMS and Web Portal	95	Security features and Access controls for DCMS and Web Portal	Bidder reckon that bidder will comply with Bank provided processes for access management.	Bidder has to comply with Bank provided processes for access management.
				Bidder reckon that this tools/software shall be provided and deployed by the Bank. Bidder shall support for integration with proposed solution.	Bidder will provide the access controls for DCMS and web portal as per requirement of Bank.
81.	SECTION VIII: TECHNICAL BID - Point#145	96	White plastic test cards, PIN and support for card testing shall be provided by the service provider at no additional cost to the Bank .	Possible for Personalization vendors onboarded by vendor only and this will need discussion	White plastic test cards data, PIN and support for card testing shall be provided by the service provider at no additional cost to the Bank .
82.	SECTION IX: COMMERCIAL BID - Table 2	98	estimated quantity 2crs for printing , stuffing and handling physical debit card pin mailers	However, in page 42 point 3 Bank has mentioned 25000 pin mailers per day (which will	Bank is promoting green PIN and with time, requirement of Physical

				work out to be @ 3.6 crs for 5 years). What is the correct quantity.? Since manpower requirement will increase depending on this figure as this is a manual activity	PIN may decrease. Thus the estimated quantity of 2 crore PIN mailers is taken and accordingly bidder has to work out.
83.	SECTION IX: COMMERCIAL BID - Table 5	99	Cost of software (in hosted model at vendor's premises) including customer portal, hardware & manpower to be deployed at Bank's HO for processing card requests and support function requests.	Bank to clarify what bank expects to be hosted in vendor premises, as earlier elsewhere in the RFP bank has asked to deploy the hardware/applications in the bank premises	Only for issuing customized Image card, software to be hosted at the vendor's premises.
				Need clarification (in hosted model at vendor's premises) as it has contradict point with Scope of work : Point no. 2	
84.	SECTION IX: COMMERCIAL BID - Table 6	99	Cost of software (in hosted model at vendor's premises) including customer portal, hardware & manpower to be deployed at Bank's HO for processing card requests and support function requests	Bank to clarify what bank expects to be hosted in vendor premises, as earlier elsewhere in the RFP bank has asked to deploy the hardware/applications in the bank premises	Please refer to amended clause published in addendum corrigendum
85.	NA	NA	General Query	Bidder reckon that any security tools/solutions such as File Integrity Monitor, Database Activity Monitor, Encryption tools etc' required	Bank will only provide the PC with antivirus and remaining all security tools/solutions such as File Integrity Monitor, Database

				to adhere to Bank/RBI security standards will be provided by bank by extending its existing enterprise security tools to the proposed solution. The scope for deployment, integration, management, patching & support of any such security tool/solution has been considered out of the scope of this RFP.	Activity Monitor, Encryption tools etc' required to adhere to Bank/RBI security standards will be provided by Bidder.
86.	NA	NA	General Query	Kindly confirm Vulnerability assessment and penetration testing is not on scope of bidder and Bank's existing security service provider will conduct the same for the proposed platform. Bidder will work to mitigate the gaps found in VA, if any.	Vulnerability assessment and penetration testing is not in scope of the bidder and Bank's existing security service provider will conduct the same for the proposed platform. Bidder will work to mitigate the gaps found in VA, if any.
87.	NA	NA	General Query	Bidder reckon that bank will provide the server endpoint security controls, like Antivirus/Anti-Malware, HIPS, encryption and PIM solutions alongwith patch management for OS/DB, perimeter security	Bank will only provide the PCs with antivirus and remaining all security tools/solutions such as server endpoint security controls, like Antivirus/Anti-Malware, HIPS, encryption

				tools like NextGen firewall and IPS alongwith SSL cert for proposed solutions/application, etc will be provided by the bank. Kindly confirm.	and PIM solutions alongwith patch management for OS/DB, perimeter security tools like NextGen firewall and IPS alongwith SSL cert for proposed solutions/application, etc required to adhere to Bank/RBI security standards will be provided by Bidder.
88.	NA	NA	General Query	Bidder reckon that bidder has to adhere to Bank's existing SOP policies and procedures to build up the setup. Any regulatory / PCI DSS audit & certification are out of scope of this RFP.	Bidder has to adhere to Bank's existing SOP policies and procedures to build up the setup and adhere to any regulatory / PCI DSS audit & certificate.
89.	NA	NA	General Query	Bidder reckon that bank will provide the required digital certificates and token for the user access management of the proposed solutions.	Bidder will have to integrate DCMS with the Bank's Active Directory for user access management. No digital certificate/ token will be provided by the Bank. Successful bidder has to procure the security certificate for the DCMS portal.

| 90. | Additional Clause Request | | Non-Solicitation | Bidder request the bank to add the mutual non-solicitation clause as follows: Bidder request to include a mutual non-solicitation clause - (b) Either Party agrees that during the term of this Agreement and a period of 2 (two) years thereafter, it will not, directly or indirectly or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce to recruit any employee or former employee, who are involved in the Purpose for a period of 24(twenty four) months after he / she leaving the services/employment, of the other Party, without the prior written consent of such other Party. | Please refer to additional clause published in addendum corrigendum |