

Replies to Pre Bid Queries in Response to Request For Proposal (RFP) for Selection of Technical Service Provider (TSP) for End To End Financial Inclusion Solution - RFP: CO/FID/TSP/02/2022-23 Dated 01.07.2022

Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
1	Scope of Work	46	UPI/ IMPS/ NEFT/ RTGS/ Bhim Aadhar/ Bill Payment/ QR Code	Request the Bank to clarify -Are UPI and QR Code used for Cash-In and Cash-Out? Is RTGS required at FBC points?	All remittance modes are required, including RTGS- which may be used for B2B payments at FBC
2	Scope of Work	48	FI solution shall have an Application Protocol Interface (API) Gateway to expose for Fintech companies and Market place integrations without having point to point integrations	Is it Application Protocol Interface or Application Programming Interface?	Application Programming Interface(API)
3	Scope of Work	51	Bank may engage the Business Facilitators (BF) who does not manage the FBCs but generates leads / business with/ or without integration to FIG and FI technical Solution	Request the Bank to clarify - What is the exact requirement in this case?	As per RFP. Will be discussed with the selected bidder.
4	Scope of Work	51	Bidder shall carry out Six (6) Major changes (150 mandays/ yearly) and new product customization of end-to-end FI Gateway solution, BHIM aadhaar application etc per year with no cost to the bank	Any minor changes will be provided with no cost to the Bank. However, in case of Major changes, we request the Bank to considered as part of the change requiremnt and same shall be provided to the Bank at mutually agreed cost Further, please refere to the commercial section where the Bank is asking us to provide commercial quotation for these 6 major changes being referred.	As per RFP. The quantity Six (6) with mandays are mentioned (150 mandays/year) to define a major change.
5	Scope of Work	51	Bidder shall ensure not to use any Unlicensed S/Ws (Database, OS, Web Servers etc.) in any cases. Subcontract is also not allowed	As we understand from the RFP, that Bank will provide Database, OS. However, bidder can use open source frame works and modules. Please clarify	Open source with authorized subscription version and proper support to be ensured.
6	Scope of Work	52	If the FI Setup (DR & DC) is relocated to any other place within India, Bidder shall reinstall/re implement the whole setup without any additional cost to the bank	In case of re-installation of the application, bidder will set up without any additional cost. However, related to the infrastructure like hardware Bank has to take care of the shipment if required so.	In those cases where Infrastructure like Hardware provided by bank, bank will take care and all rest by selected Bidder.
7	APPENDIX - I- Key Design Principles of proposed FI Architecture	56	Learning Management	Please elobrate this section in detail to arrive at the efforts.	Learning management refers to online learning module with content to be provided by bidders for the solutions provided by them. Bank may also like to upload other content on policy and SOPs for the BC Agents/ Bank employees.
8	Appendix - III List of Services to be available at FBC point	59		own bank' and 'on us' are the key words used. Please confirm that both means same. Also in case of these services, it is not explicitly mentioned AEPS/RuPay where as it is mentioned in case of 'off us'. Please confirm whether we can assume in these scenarios also it is AEPS/RuPay.	own bank' and 'on us' have same meaning. AEPS/ RuPay are mentioned for authentication purpose.
9	Appendix – VI Device Management and Protection	68	Latest Antivirus patch must be installed	Who will bear the cost of Antivirus license, Bank, TSP or CBC?	At FBC/CBS devices, CBC should ensure . But for the FI setup TSP to ensure.
10	SECTION -IV - 4.0 Terms and Conditions of contract	78	50% of the Costs for the Escrow will be borne by the successful bidder and the rest 50% will be borne by the bank.	Consdiering the Escrow agency will be appointed / engaged by the Bank, we request the Bank to borne the Cost for the Escrow	As per RFP.
11	SECTION -IV - 4.0 Terms and Conditions of contract	78	All payment and costs with respect to lodging of software with escrow services in India would be borne by the successful bidder.	Bidder will provide the required software / docuents to the Escrow as per the requirement. However, All payment and costs with with escrow services will be bourne by the Bank	As per RFP.
12	SECTION -IV - 4.0 Terms and Conditions of contract	84	Any new regulatory & statutory requirement during/after implementation must be covered without additional cost to the bank during the contract period.	Any regulatory / statutory requirements/ modifications if required to the existing solution shall reviewed and major changes are to be considered as part of the change requiremnt and same shall be provided to the Bank at mutually agreed cost	As per RFP.
13	SECTION -IV - 4.0 Terms and Conditions of contract	88	The Bank shall make payments as follows:	We observed that the payment milestone Bank has mentioned in the payment terms covers only 80% of the project cost including all the 13 points. We request the Bank to change the payment milestone as below to make 100% payment for the project cost	Please see Addendum

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14	SECTION -IV - 4.0 Terms and Conditions of contract	88	Setting up of Project Management Office (PMO) and deployment of required man power: 5% of Project Cost	We request the Bank to change the payment terms to 10 % against Setting up of Project Management Office (PMO) and deployment of required man power:	As per RFP
15	SECTION -IV - 4.0 Terms and Conditions of contract	88	Purchase of License and its registration in the name of bank: 15 % of Project Cost	Request the Bank to change the clause to Issuance of License and its registration in the name of bank and payment milestone as 25%	As per RFP
16	SECTION -IV - 4.0 Terms and Conditions of contract	88	Development, Installation, UAT for Stage 1: 10% of Project Cost	We request the Bank to change the payment terms to 15 % against Development, Installation, UAT for Stage 1	As per RFP
17	SECTION -IV - 4.0 Terms and Conditions of contract	91	During the contract period, all updates and upgrades should be free and must be implemented without any additional cost to the bank	Any upgradation required shall be reviewed by the nature of requirement same shall be provided to the Bank at mutually agreed cost	As per RFP .
18	SECTION -IV - 4.0 Terms and Conditions of contract	91	During the contract period, all regulatory / statutory requirements/ modifications to existing solution should be done without any additional cost to the Bank.	Any regulatory / statutory requirements/ modifications if required to the existing solution shall reviewed and to be considered as part of the change requirement and same shall be provided to the Bank at mutually agreed cost	As per RFP.
19	SECTION-V 5.0. Eligibility Criteria	121	Average turnover during last 03 (three) financial year(s) i.e. FY 2021-22, FY 2020-21 and FY 2019-20. Avg. Turnover Rs.300 cr & above: 10 Marks	We request the Bank to relax the clause and change Avg. Turnover Rs.250 cr & above: 10 Marks	As per RFP
20	SECTION-V 5.0. Eligibility Criteria	122	The average net worth of the Bidder for the previous three financial years. i.e. FY 2021-22, FY 2020-21 and FY 2019-20 Avg. Net Worth Rs.300 cr & above: 10 Marks	We request the Bank to relax the clause and change Avg. Net Worth Rs.150 cr & above: 10 Marks Avg. Net Worth Rs.100 cr & above: 8 Marks Avg. Net Worth Rs.50 cr & above: 6 Marks Avg. Net Worth Rs.25 cr & above: 4 Marks As per the turnover clause 300 Cr has maximum marks and considering a company having 300 cr turn over can not have 300 cr network. Therefore we request the bank to relax the clause to maximum 150 cr	As per RFP
21	SECTION-V 5.0. Eligibility Criteria	122	Number of human resources on attendance role of Bidder in India 1000 & above: 10	We request the Bank to confirm if the resources are considered as part of group of companies. If resources of bidding entity is only to be considered, we request the Bank to relax the clause 200 & above: 10 Marks	Please check the bank website for addendum.
22	Appendix – VI Device Management and Protection	68	The web browser settings should be set to auto update and consider disabling scripts like JavaScript, Java and ActiveX controls when they are not in use	Any web application uses javascript. So, we assume that our application can use javascript. Please confirm. Also, when our application is not in use, we do not have any control over the device. Hence, we cannot control the browser settings	Bidder has to propose the suitable solution to ensure that security is not compromised.
23	SECTION -IV - 4.0 Terms and Conditions of contract	75	One working days training to the Bank's Core Team is to be imparted before UAT. The training program may be conducted in 2 batches of 50 officers each	Request the bank to change the clause confirming the training shall be provided virtually and soft copy of the training materials will be provided	Agreed. In addition to online training, bidder to conduct online assessment.
24	Annexure - XIII Indicative Commercial Bid	154	D. Cost of Manpower for onsite / production support for 5 years: Bidder has to provide minimum 12 resources for 24x7x365 operations and providing the costing accordingly.	As per the Bank Bidder to provide 12 resources. However, the format confirms no of resources as 10. Request the bank to review and correct the number of resource requirement. Further, please confirm if the Bank wants the bidder to deploy 12 / 10 resources per shift or Bank wants bidder to provide 12/ 10 resources across the shifts	Bank suggests for minimum 12 resources/ day, but selected bidder has to provide uninterrupted service 24X7.
25	Annexure - XIII Indicative Commercial Bid	155	E. Cost of dedicated L3 onsite development engineer for 5 years	Request the Bank to elaborate the role of L3 development engineer	As per RFP. Selected bidder may suggest their plan for smooth functioning of FI Solution alongwith regular updates when required.

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26	GENERAL			For the financial year 2021-22, Balance sheet and Profit & Loss is provisional considering the same is under audit. We request the Bank to consider the provisional Financial statement for the year 2021-22	As per RFP
27	Scope of Work	44	Bank shall provide Hardware, Operating System and Oracle Database. However, the selected bidder must complete Installation, Configuration, Customization, Up-gradation, Maintenance and Support of all the software / tools required in the proposed Platform.	What is the OS and Infrastructure specification available with the bank?	OS will be provided by the Bank and Database, in case of Oracle only. For Open source there should be proper agreement and support in all the cases, till the end of the contract. Bidder to suggest the requirement as per their architecture. Rest as per RFP
28	Scope of Work	46	The selected bidder shall provide an end to end financial inclusion solution setup to the Bank. The architecture shall be compatible to Android/ IOS/ Window. The solution shall support following but not limited to :- A. Laptop, Tablets, Integrated Mobile Device (Android and Windows) & Desktop	Is windows platform required for Mobile application?	Presently Android & Windows to be addressed.
29	Scope of Work	48	The Bidder shall ensure on-site support for resolving Hardware issues, Application, System software issues, User Application Testing (UAT), Deployment, certification with regulatory bodies, installation which includes Gateway solution, Operating System (OS) and Database related issues, including re-installation of OS, Databases and other software's mentioned in the Scope, due to any reason what-so-ever, during warranty and AMC/ATS period.	How many Onsite resources are required?	In a rough estimate, around 12 to 15 onsite resources are required. However, the specific numbers, qualification and experience, shall be shared with the selected bidder
30	Scope of Work	48	Reconciliation reports for day to day reconciliation of interbank transactions shall be generated (AEPS, PIN based RuPay card, IMPS, Merchant transactions) as per Bank's requirement and specification.	Does the Bank required reconciliation for the specified channels or only for transactions originated from FBC and CBC?	Reports based on FI data to be generated for Reconciliation purposes.
31	Scope of Work	49	Bidder shall ensure the smooth migration of complete data setup of existing FI solution (which includes FI Gateways & Two Technical Service Providers) and transition from Bank's existing FI solution to proposed end to end FI solution.	What support will be provided by the bank for Data Migration?	Bank will provide co-ordination support to get data/ schema from existing TSP.
32	Scope of Work	49	The end-to-end FI Solution should have capability to generate robust and customizable MIS to meet the requirements of the bank /BIG data/ BI/ AI on the basis of data routing through it and data brought from other channels. Capability should be for development of Dashboard having architecture to present composite information drilling down to micro data level. . It should have capability to generate reports for reconciliation of transactions at the end of the day and end of the month.	What are the Reports Expected?	Reporting requirement will be evolved based on management need. Fixed reports and dashboards for daily/ weekly/ monthly/ yearly reporting will be discussed and finalised with the successful bidder. Above this Dynamic Report generation facility based on FI data.
33	Scope of Work	50	BC Life Cycle Management System – (Location approval, Selection of BC, Profiling of BC and on boarding with generation of Kiosk Operation (KO) Code, BC monitoring with geo tagging of BC movement, Centralised remuneration structure with MIS, Site inspection by Officials at BC Point)	Does this mean that the selection and recruitment of BC is also a part of the scope of this RFP?	Application will be required to onboard and manage lifecycle of BC Agents. However BC recruitment is not part of scope of this RFP.
34	APPENDIX - I- Key Design Principles of proposed FI Architecture	53	BC application portal shall be accessible through Laptop/ mobile/ Integrated Mobile device/ Desktop, having provision to connect with various peripherals like pinpad, camera, barcode scanner etc., to perform various Financial and Non-Financial Transactions by FBCs/ Branches.	Queries: What are the type of transactions / functions supported through FI Gateway?	As per RFP, Kindly refer Scope of Work
35	APPENDIX - I- Key Design Principles of proposed FI Architecture	53	To develop a platform to perform all financial and non-financial requirements of the customers	Is L3 development also included in the Scope of work of this RFP?	Yes

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36	Appendix – VI Device Management and Protection	65	Device Management and Protection	Will the Bank provide the SDK of these devices to support development?	Selected Bidder to suggest the architecture to implement Device Management and Protection. It is suggested to provide the SDKs for mentioned models of the accessories (Pinpad, Biometric reader, printer etc.) which will help TSP to develop and validate the compatibility of application with different models. Bank will support the selected bidder.
37	SECTION -IV - 4.0 Terms and Conditions of contract	81	Bank has the discretion to reduce/ terminate the onsite support as per the requirement with three-month notice period. On banks' request, the successful bidder is bound to increase the onsite support resource at the cost specified in the price breakup. Bank has the right to interview and reject resources deployed by the Bidder. In case, if any of the required onsite technical support engineer(s) is/are not available in any of the shifts on any particular day, the Bank will be deducting the cost of those resources for the period of their absence.	What will be eligibility criteria and qualification of the resource expected?	Selected Bidder has to provide support service and to manage the FI Solution, accordingly bidder has to select suitable resources. It is expected that there shall be required technical knowledge & experience to work on Applications and resolve the issues with reasonable time.
38	SECTION -IV - 4.0 Terms and Conditions of contract	81	On request from the Bank, the bidder need to adequately ramp up the onsite support team in order to support the additional journeys / use cases / modules / solutions so developed for the bank under end to end financial Inclusion architecture. The Bidder needs to bring its own version control tool.	What is the size of the team that the bank wants to be deployed onsite?	Provided in RFP
39	SECTION -IV - 4.0 Terms and Conditions of contract	92	The Service Provider may be required to take adequate insurance cover against all kinds of risks including fidelity clause for the loss arising from acts of omission/ commission/ dishonesty of its employees and / or agents and would be required to keep the insurance policy alive at all times during the currency of the agreement. Bidder should have cyber insurance policy to cover first party and third party liability coverage to organisation when cyber risk materializes and / or cyber security controls at organization level fails. The coverages established by the cyber insurance shall cover property, theft and network level security.	What is the amount of the insurance that the bank wants us to insure?	Selected Bidder has to assess the amount of Insurance coverage to cover all expected risk.
40	SECTION-V 5.0. Eligibility Criteria	121		Can the Grid for Eligibility criteria be relaxed for MSME?	As per MSME guidelines
41	SECTION-V 5.0. Eligibility Criteria	115	The Bidder must have an average annual turnover of minimum Rs.150 crores during last 03	Requesting to make it 25 Crore for MSME register Companies	As per RFP
42	SECTION-V 5.0. Eligibility Criteria	115	Bidder should have experience of minimum 5 years in providing Financial Inclusion Solution.	Request to consider 5 years Experience in Switching/FI acquiring/FI issuing	As per RFP
43	SECTION-V 5.0. Eligibility Criteria	116	The Bidder should have experience of implementing and managing the technical aspect of Financial Inclusion Solution in India having a total number of FBCs more than 2500 as on 31.03.2022.	We request to consider iFI issuer/acquirer	As per RFP
44	SECTION-V 5.0. Eligibility Criteria	116	Schedule commercial bank with more than 500 branches and 3 state sprade	We request to consider issuer/acquirer	As per RFP
45	SCHEDULE-A Important Dates and Information on RFP Submission - :Point 5	11	Last Date of Submission/Closing Date in Online & Offline Mode - 05/08/2022 at 03.00 PM	Request bank to allow extension of bid submission date for a minimum of 4 weeks from the date of publishing the Pre Bid Responses.	As per RFP
46	SCHEDULE-D - Brief About "RFP"	19	Bank intends to select TSP to implement the new FI solution and include the legacy data/ information of the exiting FI solutions for future references.	Can the bank share details on volumetrics on legacy data for the exiting FI Solutions	This is a very large Data, which includes both Transaction and Reporting Data. Bank should provide the breakup on Approx. size of Data to be migrated and also the respective sizes in both FI Solutions with successful bidder.

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47	Section I - Invitation for Bid	28	starting from developing tailor-made bank centric Solution which shall include selection of FBC location, on boarding FBCs to Banks technology platform, monitoring & remuneration of FBCs etc. TSP shall provide transaction flow on inter-changeable platform involving AEPS/ card-based transaction, FI Gateway maintenance, trouble shooting, MIS, dashboard etc. TSP should be capable to provide smooth and seamless functioning of applications to support large number of users, volume of transactions particularly during peak hours.	Can bank share additional volumetric data on the large number of users, volume of transactions particularly during peak hours.	No. of Projected user and Projected transactions is provided in the Scope of Work. Peak hour load is also provided
48	Section I - Invitation for Bid	29	The period of engagement of TSP shall be for periods of 3 years from the date of GO LIVE & extendable further to 2 years after review by Bank.	Clarity needed on Contract Start Date as the PO would be issued by 31.10.22 as per the RFP . Please elaborate on this	The period of engagement will start from signing of SLA however for the purpose of 5 Year term, it will start from GO LIVE date
49	Section I - Invitation for Bid	30	Bank may not accept any deviations from the terms and conditions specified in the RFP. Deviations may result in disqualification of the offer made by the Bidder.	Request the bank to allow to submission of the bid along with a list of deviations proposed , which can be mutually discussed during bid evaluation.	As per RFP
50	Section I - Invitation for Bid	32	In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I Local Supplier'/Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (In respect of suppliers other than companies) giving the percentage of local content.	As the Local Content certificate needs to be provided by an external party , the bidder requests additional time for submission of this certificate during the bid evaluation stage	As per RFP
51	Section I - Invitation for Bid	29	At Present 9657 BCs operate under a combination of Fixed Outlet (KIOSK) Model numbering 6398 and Movable Micro ATMs numbering 3259. The Delivery Model proposed is a hybrid model. Their device can be either a laptop or tablet or integrated mobile device. The application will be made available both in web portal as well as in mobile app. The application will also be available to branch personnel on their desktop through Intranet/ web based.	1. Pls confirm the scope of "TSP application" in this line. <i>"The application will be made available both in web portal as well as in mobile app"</i> 2. Please clarify if Branch personnel will have access to only Admin modules or they require access to Txn modules also?	It will be Web based. Facility for Branch personnel may be through INTRANET also. Branch Personnel will be the USER and not Admin.
52	2.5 Bid Security (Earnest Money Deposit):	37	Bid Security (EMD) for Rs.2,00,00,000 (Rupees Two Hundred Lakh Only) to be submitted in the form of DD/Fund transfer/Bank Guarantee/ Banker's Cheque (issued by a nationalised/scheduled commercial bank (other than Indian Bank) in favour of "Indian Bank" payable at Chennai. BG should be valid for 225 days excluding claim period of 15 days from the last date of submission of the Bid.	Request the bank to consider Bid Security Letter as an alternative to Bid Security EMD of 2 Crore	As per RFP
53	2.5 Bid Security (Earnest Money Deposit):	37	BG should be valid for 225 days excluding claim period of 15 days from the last date of submission of the Bid.	Please clarify the Total BG Validity Date from the last date of submission of the Bid as the statement is not clear.	Last date of submission of the Bid is 05.08.2022. Bank Guarantee validity period shall be 225 days excluding claim period of 15 days from the last date of submission of the Bid as notified in this RFP
54	Scope of Work	44	Bank shall provide Hardware, Operating System and Oracle Database. However, the selected bidder must complete Installation, Configuration, Customization, Up-gradation, Maintenance and Support of all the software / tools required in the proposed Platform.	a) Kindly confirm if the OS and DB would be provided by the bank b) What about application software like JBoss, Apache,API Gateway etc. Also if we use Open source components like Ignite, Kafka etc then will bank get support licenses for above. c) Request the bank to procure the Software Licenses for other licensed software components to run the FI Application as per the proposed solution to show smooth functioning of operations	a) OS will be provided by the Bank and Database, in case of Oracle only. b) By bidder. For Open source there should be proper agreement and support in all the cases, till the end of the contract. c) As per RFP

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55	Scope of Work	44	The bidder should propose the comprehensive Platform having services for front end (Customer side) as well back end (Bank Side) to meet the requirements in the RFP. The bidder must provide details of all proposed software component in Bill of Material & the corresponding price in Commercial Bid Format.	The software component in Bill of Material should be excluded from Total Cost of Ownership in the Commercial proposal and also the TCO for Reverse Auction. Please clarify.	As per RFP.
56	Scope of Work	44	Supply of any 3rd party software/ applications required for installation / functioning of the platform deployed by the bidder should also be provided by the bidder.	The Bank should be executing necessary EULA with the 3rd party software directly.	As per RFP.
57	Scope of Work	44	The Bidder shall do proactive monitoring and capacity planning at regular intervals and advise the Bank on Hardware / Software upgrades. However, there should not be any additional cost to the Bank for any software upgrade during the implementation period till Go Live, as the Bank may use existing IT infrastructure or procure separately the required infrastructure based on the sizing proposed by the Bidder.	What monitoring tools do bank have which we can leverage for the FI application or bidder needs to propose the monitoring tools.	Bidder has to suggest and procure accordingly.
58	Scope of Work	46	The TSP shall be required to implement end-to-end working solutions at locations defined by the Bank (BC/ Branches/ Zones) as both Web based and Intranet platform.	What Level of implementation support is needed by the TSP at the BC/ Branches/ Zones end ?	TSP need to support for the Technical issues from the Central location itself
59	Scope of Work	46	The selected bidder shall provide an end to end financial inclusion solution setup to the Bank. The architecture shall be compatible to Android/ IOS/ Window.	Is IOS Part of the Mobile Platform to be delivered to the users as per page 65 , Section - 2. TAB OR Mobile Devices (Integrated with all accessories) only Andriod is specified	Presently Android & Windows to be addressed.
60	Scope of Work	46	3.25 The bidder shall provide necessary technology for the Aadhaar Enabled Payment System/ATM Cards/ HHT based financial inclusion projects including:- D. UPI/ IMPS/ NEFT/ RTGS/ Bhim Aadhar/ Bill Payment/ QR Code	a) What is the scope of Non Aadhar based payment railroads at the BC End. b) What is use case of UPI and QR code based Payments in FI landscape	As per RFP
61	Scope of Work	47	FI solution should drive & manage Hybrid model (Fixed and Movable) and existing devices serviced by all Corporate Business Correspondents (CBCs) engaged by Bank with switching capability for processing & routing transactions initiated at BC Points to CBS, aggregator point, ATM switch, and NPCI / UIDAI etc.	Request bank to provide details of the existing devices serviced by all Corporate Business Correspondents (CBCs) engaged by Bank. Also in the hybrid model - Laptop, Tablets, Integrated Mobile Device (Android and Windows) & Desktop only needs to be supported. Do we need to also support Is Handheld/POS device ? E.g., IBW255/Ingenico/VeriFone	a) Desktop, Laptop , Tablet, Micro ATM, Handheld Devices. b) Yes, existing devices already in use.

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62	Scope of Work	47	The proposed solution should comply with Bank's Security Architecture. Bidder shall implement Centralized Device control and management to safeguard Bank against any unauthorized device, application or any software which may cause harm/ impact to Bank and further it shall comply RBI guidelines also. The RBI guidelines require that "there should be mechanism to prevent/ control installation of unauthorised software utilized by FBCs." As such control mechanism should be capable to control:- (Solution should check the same at the time of login/ transaction and through error, if defined parameter are not observed at FBC point) A. Devices at FBC point should have an updated version of antivirus/ antimalware solution. B. Use of flash drive/ dongle/ USB shall be restricted/ controlled. C. FBCs should not install any tools that will enable screenshots, snipping tools to prevent exfiltration of bank's information. D. Only authorized/ license software shall be loaded in the device of FBCs.	Q1). If the security policies are to be implemented in the last mile device the device needs to be dedicated for Indian bank work only (POS/Laptop/PC/Mobile) - Please confirm Q2) the device needs to be procured from empaneled vendors and standard devices - hope the devices are not from assembled PC's/desktops - This is required to ensure security policies implemented on the device - Please confirm Q3) the software on the device (OS, tools, antivirus software, MS Office etc are licensed software with proper AMC in place - This is required to ensure proper security controls - Please confirm Q4) - Hope the hardening and policy settings on the device will be done by the BC/CBC - Please confirm Q5) - Please provide exact number of last mile devices for which the security controls/MDM needs to be planned - As these licenses are per device/user it is important to provide this number for proper estimations and pricing Q6) Who will ensure last mile device is in working condition always?? Hope CBC/BC will ensure this - All terminals can only be managed remotely provided the device is in working condition, connected and having proper licenses tools installed and procured from standard vendor - Please confirm this understanding	1) When FBCs are logged into the Bank's FI Gateway, they should be restricted for using Bank's application only. 2) Bank will provide specification as given in the RFP. CBCs will facilitate the procurement of Devices 3) The software on the device will be procured / maintained by the FBC themselves (with the guidance from CBC), which has to be controlled / monitored centrally by the TSP 4) Technical Details / Methodology / SOPs are to be provided by the TSP 5) Details provided in the RFP
63	Scope of Work	48	Bidder shall provide necessary assistant to the field functionaries to make the application operational at FBC/Bank Location.	Can the Bidder propose a dedicated helpdesk / service desk for FBC Bank , in addition to the Application Support which would be provided and cost this separately	Helpdesk support to the field functionaries should be available to resolve technical issues .
64	Scope of Work	48	The Bidder shall ensure on-site support for resolving Hardware issues , Application , System software issues, User Application Testing (UAT), Deployment , certification with regulatory bodies , installation which includes Gateway solution, Operating System (OS) and Database related issues, including re-installation of OS, Databases and other software's mentioned in the Scope, due to any reason what-so-ever, during warranty and AMC/ATS period	Bidder would like to understand in detail on what would be the scope for CBC / FBC locations with respect to on-site support FI TSP would not be responsible for any Hardware / Software issues at CBC / FBC end other than the FI Application	From Central Location itself Yes
65	Scope of Work	48	3.34 FI solution shall have an Application Protocol Interface (API) Gateway to expose for Fintech companies and Market place integrations without having point to point integrations.	What would be the scope of Fintech and Market Place integrations. Does Bank envisaged implementation of any middleware solution for integration with bank core systems and any 3rd party integration	Not with CBS. API Gateway is proposed for all third party integrations where CBCs, other Fintechs etc. may want to integrate for future Use cases. TSP is expected to do this integration as and when a use case arises.
66	Scope of Work	48	3.35 Bidder shall carryout patch management activity during the warranty/AMC period as per Bank's requirement. Since all devices/ applications are under supervision of TSP, it will be the responsibility of TSP to initiate/ develop/ test/ deploy require patch to make the solution update/ hassle free and error free.	Bidder would like to clarify that this is only applicable for FI Application related patches only.	Patch management mentioned here will be relating to FI application
67	Scope of Work	48	The system should also provide capability for calculation of Merchant Discount Rate (MDR) for BHIM Aadhaar transactions.	Does the envisaged system also needs to have Merchant based Aadhar Transactions , as the scope of users are only FBC agents.	Yes
68	Scope of Work	49	Bidder shall ensure the smooth migration of complete data setup of existing FI solution (which includes FI Gateways & Two Technical Service Providers) and transition from Bank's existing FI solution to proposed end to end FI solution.	Bidder requests high level details of the existing solutions	Required to keep total existing data base and retrieval when required. The Total Data volume and details will be shared with the selected bidder.

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69	Scope of Work	49	Bidder shall monitor the utilization of hardware resources on regular basis and suggest suitable upgradation / replacement of hardware (if any required) to avoid any business loss due to system performance issue. The utilization of the hardware resources should be shared with the bank on regular basis.	1.What are the monitoring tools available in bank for Application, Container, Infrastructure, Network, Database? 2.Does Bank have any monitoring tools like Dynatrace?	Bidder has to propose proper architecture for new end to end FI solution based on the the scope of work.
70	Scope of Work	49	Facilities Management services shall be provided as per bank's requirement. Facilities Management Services will commence from the date of go live.	What is the scope of Facilities Management services. Does this mean application and infra support ?	Maintenance of End To End FI Solution.
71	Scope of Work	49	The end-to-end FI Solution should have capability to centrally control all the devices at BC (Proposed Laptop & Mobile based solution) and existing (PC/ Laptop/ Micro ATM based solution). List of devices separately annexed Appendix - V.	Bidder would like to understand in detail on what would be the scope for the activity as this is an additional service which is outside the FI scope 1.Mobile Device hardening will be required. 2.Who will be responsible (procurement & maintenance) for MDM/Policy deployment & Hardening on Mobile? 3.In case of last mile HW firmware or hardening issues or configuration of mobile application, who will take care of it? 4.In case of PC, will Bank perform	For device control, bidder has to propose and implement the suitable architecture and policy.
72	Scope of Work	51	Bank may engage the Business Facilitators (BF) who does not manage the FBCs but generates leads / business with/ or without integration to FIG and FI technical Solution.	What is the role of Business Facilitators (BF) and what type of access needs to be provided	As per RFP, Will be discussed with the selected bidder.
73	Scope of Work	51	Bidder shall ensure not to use any Unlicensed S/Ws (Database, OS, Web Servers etc.) in any cases. Subcontract is also not allowed. If the FI Setup (DR & DC) is relocated to any other place within India, Bidder shall reinstall/re implement the whole setup without any additional cost to the bank. The shifting cost of hardware will be borne	Bidder requests bank to approve open source licenses to be part of the solution.	In addition to RFP Clause, Open source with authorized subscription version and proper support to be ensured as per the agreed terms and conditions acceptable to the bank.
74	Scope of Work	51	3.60 Bidder shall maintain the complete End-to-end FI application system (FIG, Kiosk Application, Merchant Application, Recon etc.) for a period of five years after go live by deputing sufficient number of on-site resources for support. The Onsite support should be 24 X 7 and should be capable to provide resolution to regular issues, handle the database and optimize the application to maintain the application smooth and hassle free. Bank will have the option to discontinue the onsite support at any time after One year, during the contract period. However, Vendor's responsibility with respect to uptime commitment will remain the same. Bank may increase or decrease number of resources at any time during contractual period.	Bidder requests to clarify the scope of recon , as the FI application will provide the input files for banks reconciliation team.	For Reconciliation purpose, Report/ data should be provided.
75	Scope of Work	52	The applications required as per scope of work shall be part of FI solution and Bidder shall develop and customize as per bank's requirement/ specifications. Bidder may suggest architecture of application but bank shall be final authority on architecture/ specifications. In all these applications, wherever variables are required, it should be admin based development so that any changes in value can be done through Front end by the bank users and need not require changes in application.	Bidder would be able to customize as per Bank requirements and specifications which will be mutually agreed , however as the solution is a product offering and not custom development , bidder would seek modification of the clause	Case to Case basis, whenever, bidder offers their solution, it has to be customised
76	APPENDIX - I- Key Design Principles of proposed FI Architecture	53	1.3 To develop a Solution Architecture with following functionalities (a) BC application portal shall be accessible through Laptop/ mobile/ Integrated Mobile device/ Desktop, having provision to connect with various peripherals like pinpad, camera, barcode scanner etc., to perform various Financial and Non-Financial Transactions by FBCs/ Branches.	1.Please list all peripheral devices make and model required for this program. 2.Does TSP expect to coordinate with respective device vendor for peripheral device issues.	As per RFP

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77	APPENDIX - I- Key Design Principles of proposed FI Architecture	54	To develop Orchestration& Gateway Layer in such a way that the various systems (Internal as well as External) in the FI ecosystem should be able to integrate, exchange, and make use of information, to perform core activities, get better insights and integrate with the next-generation capabilities in the industry. Eg. Adhaar APIs for eKYC, NPCI APIs for Payments, Other FinTech APIs for Identity Verification and Background check, etc. The Gateway layer will also provide the capability to expose the APIs from FI Solution to CBCs, Fin Techs, and other channels.	How many APIs are required to be published for bank or bank partner to consume? Is the solution needs to be integrated with UPI, BBPS, IMPS, NEFT, RTGS, NACH, AEPS, Aadhar pay for leveraging the payment ecosystem from FI application?	Yes . The number will be discussed with the selected bidders.
78	APPENDIX - I- Key Design Principles of proposed FI Architecture	54	To develop Functional Capabilities which will enable automation of sourcing of FBCs and on boarding them. The BC remuneration functionality will reflect the remuneration earned on EOD basis based on the services rendered. This functionality will also include CBC's to monitor various activities of CBCs as per defined roles, automate site inspection, notify system generated alerts, pending actions to all stake holders. Various knowledge sharing information in the form of FAQs, user manuals, Product Literature will be ported for the benefit of all stake holders. Document Management will manage various files with digital approvals.	Does Bank extend its DMS for document storage purpose?	Application needs to be developed and implemented by the bidder to cover the scope of work.
79	APPENDIX - I- Key Design Principles of proposed FI Architecture	54	1.6 To develop a Core Platform with following features (a) Only legitimate users will be able to access the FI Solution with the required Authentication/authorization.	What is Identity management solution bank is using currently which TSP needs to integrate in solution?	AD based login.
80	APPENDIX - I- Key Design Principles of proposed FI Architecture	54	1.6 To develop a Core Platform with following features (b)System-based workflows and rule-based processing for officials (Branch, Zone, FGM, CO) to approve or reject any request / action, which will help reduce the time spent in physical movement and tracking of the files and documents.	What kind of configurability is considered of the workflows? Is configurability envisaged in workflow at product level, service level, pay-out level, branch user role level?	The exact functionality will be discussed with the selected bidder. The expectation is to have the configurable workflow capability which can be configured as per Bank's requirement. The bidder shall have to suggest the suitable solution.
81	APPENDIX - I- Key Design Principles of proposed FI Architecture	54	1.6 To develop a Core Platform with following features (e) All the transactions performed on the FI Gateway shall be in an encrypted manner to ensure the confidentiality and privacy of the User data.	It is assumed that bank will provide the required HSMs. Pls Clarify	Yes
82	APPENDIX - I- Key Design Principles of proposed FI Architecture	54	The system shall allow the configuration capability wherever possible for the Admins to make the change. This helps in avoiding application downtime and deployment hassles.	Has bank considered for procurement distributed data cache component like ignite or Redis?	Bidder has to suggest
83	APPENDIX - I- Key Design Principles of proposed FI Architecture	55	The capabilities like MIS Reports, Dashboards, and Data Analytics will provide insights to CBCs and Bank Officials on the transactions, performance, etc., and will help in detecting frauds and making informed decisions promptly.	Bidder requests the bank to provide more clarity of Data Analytics part of this requirement in detail.	As per RFP
84	APPENDIX - I- Key Design Principles of proposed FI Architecture	55	(f) Centralized Ticket management system, which will be used by all users including BC Agents, CBCs, and Bank Official to raise any issues. The tickets will be assigned to respective owners (TSP, CBC, or Bank Official) for the resolution.	Will bank provide access to existing Ticket Management solution?	Separate application for the field functionaries needs to be developed and integrated with the solution.
85	APPENDIX - I- Key Design Principles of proposed FI Architecture	56	1.9 Learning Management :- Chapterwise SOP / List of Multichoice question to be scroll daily with login :- Entry through login ; To be uploaded by CO FI. Suggestion Box should be available at each stage with Title Box (drop down basis) also. It will be visible at all level. Reply box for one time should be available.	Does Bank have content management solution which can be utilized for this purpose?	As per RFP. The details will be shared with selected bidder .For FI, No content Management Solution available with the Bank. Bidder is expected to provide the same.

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86	APPENDIX – II - 1.13 Key Characteristics of the FI Solution	57	b. Scalability: With the expansion of bank business through customer base or geographical expansion, the load will increase. Hence, the application should be capable of handling this load, as well as storing data and managing processes in a performant manner.	Elasticity/on-demand scaling requires Containerized environment is to be considered. Please clarify if bank is willing to consider to procure containerised solution like Open shift.	Bidder has to suggest proper solution and architecture.
87	APPENDIX – II - 1.13 Key Characteristics of the FI Solution	57	c. Secured access: To ensure the security of data captured through devices over an open network, end-to-end data security will be required for all users and operations. This would include physical access and role-based access to the data available in the application. Capability to maintain the audit trails in the system to validate the legitimate access of the data.	1.Mobile Device hardening will be required. 2.Who will be responsible (procurement & maintenance) for MDM/Policy deployment & Hardening on Mobile? 3.In case of last mile HW firmware or hardening issues or configuration of mobile application, who will take care of it? 4.In case of PC, will Bank perform hardening of OS and HW? 5.PC OS, Software needs to be licensed and controlled with Antivirus, Security policies. Who will ensure this compliance? In case of any vulnerability/fraud originating from last mile device, TSP will not be responsible. 6.Bank to ensure the last mile devices are not used for other purposes. 7. Bidder is not liable for any frauds / mishandling of incident originating out of last mile device as the scope is only for providing central software and services - Please confirm this understanding	1). Yes 2) As per RFP. 3) CBC , Technical support shall be provided by the TSP, for centralised issues 4) It is a part of Centralised control mechanism.The modalities should be discussed with Bank's end-point security Team and defined accordingly with the selected bidder.. 5) Bidder has to monitor the legitimate s/w and updated antivirus in the endpoint devices. 6) Bidder has to ensure that during login and logout period only whitelisted application should function. 7) Will be discussed with selected bidder.
88	APPENDIX – II - 1.13 Key Characteristics of the FI Solution	57	Modular and atomic services: The application modules and services should be developed in a way that they can be deployed and scaled independently.	This can be achieved by microservice architecture which support fault tolerance and scalability. Kindly advise if we can propose and include microservice architecture and containerised deployment. The Platform would need to be additionally procured by the bank	Bidder may propose the suitable solution.
89	APPENDIX - I- Key Design Principles of proposed FI Architecture	56	FI solution should have separate application for cash management at BC point. On the basis of certain logic, the transaction/ service at BC point can be stopped/ controlled.	Bidder requests the bank to share more details to understand the requirement in detail.	Transaction facility for FBC will be restricted on the basis of fund availability in the Proposed application. This application will be replica of FBC settlement account alongwith certain more features and logics.
90	APPENDIX – II - 1.13 Key Characteristics of the FI Solution	58	I. Intelligence: Simplified, integrated business process with workflow and rules-driven Automation, AI / Analytics for actionable intelligence and informed decision-making.	1.Will Bank provide customer persona from Bank Analytics? 2.TSP can provide event driven Analytics based on customer availing service from BC channel	1) As per requirement of MIS 2) Some data from MIS/ Inhouse application to be stored
91	Appendix - III List of Services to be available at FBC point	60	40. Loan request for small ticket size loan :- To capture basic details of customer and upload facility for documents. It can be verified by Branches/ ZO etc. This information may be uploaded in CBS system through API with maker checker. 41. Monitoring of Small ticket Loan accounts:- Branch/ ZO may upload the details of accounts for monitoring. FBC may visit the unit, upload the photo of borrower, unit and submit observation. Branch/ ZO may reply on observations. 42. Collection of dues in loan account:- Branch/ ZO may upload the details of accounts for collection. FBC may visit the unit, collect the dues. SMS to customer for amount collected. 43. Recovery of Loan as per Bank's policy:- only for those FBC who have got the certification for recovery.Branch/ ZO may upload the details of accounts for collection. FBC may visit the unit, collect the dues. SMS to customer for amount collected.	Bidder requests the bank to share more details to understand the requirement in detail.	The scope of work for FBCs is as per RFP inline with RBI Guidelines. TSP has to develop applications for the same. The list is only indicative and not exhaustive

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92	Appendix - III List of Services to be available at FBC point	60	44. Integration with Fin Techs/ aggregators to provide various services through BC point:- Services of Fin Techs/ Aggregators will be routed through FI gateway based on API.	What types of Fin Techs/ Aggregators use cases are envisaged.	Bank will decide on case to case basis.
93	Appendix - III List of Services to be available at FBC point	61	Customer shall be sent SMS after availing each services at FBC point, where mobile seeding is done in their account at Bank level.	Bidder will be using the banks SMS platform for this service. Please confirm	Yes
94	Appendix - V Indicative Load factor and Capacity Building	64	Branch Users - 2022 - 11600 etc	What is the proposed access control mechanism for Bank users . it be based on Bank AD/SSO?	AD
95	Appendix – VI Device Management and Protection	66	Endpoint / End-User Device Management:	Bidder requests the bank to consider this as a separate additional service and not to be combined along with FI TSP scope. Can the bidder quote for the service separately in the commercial.	As per RFP
96	Appendix – VI Device Management and Protection	66	The configuration of the devices is decided in such a way that a BC can use those devices in new environment for over a period without any configuration changes. It may also be necessary to incorporate/integrated all the existing devices which are currently being used at the BC points.	Bidder requests to share the existing devices which are currently being used at the BC points as the compatibility of the FI Software as the Features / Functionalities may vary as per the device type.	As per RFP
97	Appendix – VI Device Management and Protection	66	Endpoint / End-User Device Management	Is bank expecting the bidder to manage all the existing end-point devices or only the devices which will be used for using the in-scope application? What is the expected count of such devices?	As per RFP
98	Appendix – VI Device Management and Protection	67	centrally control will ensure that no BC cannot use any other application other the authorized applications for which he is allowed to do	Are all users get authenticated through Microsoft AD while logging to their Desktop/Laptop? Is there currently any security control in place to restrict the access of applications?	Successful Bidder has to Provide Solution.However Authentication may be done through Bank's AD service for all the TSP onsite support person to access the FI setup infrastructure. The login of FBCs are not part of AD. Bidder to propose a suitable solution as per requirement and guidelines of the regulators.
99	Appendix – VI Device Management and Protection	67	Visibility: Provides clear information regarding who is using what devices on which endpoint	Do you have asset management tool in place to keep track of the owner of the end-point devices? If yes, please specify the name/method. Can the bidder leverage the exisitng tool or need to propose a new tool?	Bidder to suggest. Will discuss with the selected bidder
100	Appendix – VI Device Management and Protection	67	Ensures that data transferred onto these devices is encrypted to prevent unauthorized use of dissemination	Have you implemented any endpoint encryption software for the devices? If yes, plesae specify the name.	No . Bidder to propose proper solution
101	Appendix – VI Device Management and Protection	67	All the audit trails regarding the use of Endpoint Devices	Are you using any end-point management tool (e.g. DesktopCentral, Nexthink, Nanoheal, Systrack)? If yes, which tool?	Bidder to propose proper solution
102	Appendix – VI Device Management and Protection	67	Management of end-user devices includes installing and updating operating systems and application patches, managing user accounts, and maintaining up-to-date security	Which software is currently being used for deployment of patches to the endpoint devices? Can the bidder leverage the tool?	Bidder to propose proper solution
103	Appendix – VI Device Management and Protection	68	Latest Antivirus patch must be installed	Which antivirus/endpoint protection software is being used now?	Bidder to propose proper solution .
104	Appendix – VI Device Management and Protection	68	IT Asset Inventory Register should be maintained containing the following fields, as a minimum: a. Details of the IT Asset	How the Asset Management is done currently? How many assets are to be managed? Please specify type of assets (desktop/laptop/tablet/iPad) and the corresponding operating system	Bidder to propose proper solution

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105	SECTION -IV - 4.0 Terms and Conditions of contract	70	d. Micro services-based platform that enables decoupling & flexibility in deploying new feature/capabilities. e. Containerized platform for horizontal & on demand scalability with immediate response time, based on request volume or resource utilization of CPU/ Memory/ Storage; or ability to increase concurrent instanced based on utilization threshold limit (of below 70% utilization of CPU/Memory/Storage).	Does bank have Middleware/EAI Manager ? What is the current microservice platform used by the bank ?	Currently no middleware is used by Bank for FI Integration. The current applications are not Micro services.Bidder to propose proper solution
106	SECTION -IV - 4.0 Terms and Conditions of contract	72	I. Bidder shall follow industry best practices to power Micro Services Architecture by setting up a Platform Ops Team, explore technologies for managing micro Services environment and explore the use of observability tools and patterns to receive meaningful insights on the state of application.	Has bank considered any application monitoring like Dynatrace to achieve it for observability ?	As per RFP
107	SECTION -IV - 4.0 Terms and Conditions of contract	72	Bidder has to ensure that security is included in the design such as encrypt all communications (using https or transport layer security), authenticate all access requests, don't hard code certificates, passwords or any form of secrets within the code, define the Use DevSecOps tools designed for Micro Service architecture environments to scan code as it is developed.	What are the tools Bank has for DevSecOps? Tools for dev Ops will be provided by Bank or Bidder to suggest. If Bank then what are the tools available.Will Bank provide the following tools for deployment- JENKIN, Docker Repository, NEXUS Pro, GITLAB for deployment scripts, Selenium, JMeter These env are required ST, UAT, Pre-Prod, PROD. Network link between Bank DC and TSP Dev Environment is required to enable seamless DevOps process.	As per RFP
108	SECTION -IV - 4.0 Terms and Conditions of contract	88	a) Payment for License (for Primary, NDR & DR Site) and Implementation cost: Note:- Project cost = (Final Agreement amount) – (ATS cost + FM Cost)	Request Bank not to club Licenses delivery with Implementation cost . Payment term for Licenses shall be 100% on delivery .	As per RFP
109	SECTION -IV - 4.0 Terms and Conditions of contract	88	4.20 Payment Terms:	Bidder Requests to add the following to the Payment Terms Section. <u>"All payments will be released within 30 days from the date of receipt of invoice. All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by Bank and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement. Any dispute regarding the invoice will be communicated to the selected bidder within 10 days from the date of receipt of the invoice else the invoice is deemed to have been accepted by the bank."</u>	As per RFP
110	SECTION -IV - 4.0 Terms and Conditions of contract	89	b.The platform proposed as part of this RFP should be maintained with back-to-back support from the OEM on 24x7x365 basis by the Successful Bidder till the end of the contract period. All payments will be released only after submission of the proof for the same along with the invoices, request for payment and other	Request Bank that ATS support would be back to back as per OEM support terms.	As per RFP

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111	SECTION -IV - 4.0 Terms and Conditions of contract	90	a. Change Request for creating/ adding a new functionality in the proposed solution which is not present scope of work will be discussed separately with the successful bidder for necessary development / customisation. Bank will pay for these change requests on person-day efforts at the price and timelines agreed mutually between Bank and the successful bidder. However, no ATS will be paid for these change requests during the contract period. The Bank may avail bucket size of 250 person-days whenever required, as per the actual requirements of the Bank.	The Change request bucket mentioned for large changes is 150 Person Days. Please clarify Reference to commercial item F. Man-days cost for Change Request Bill (in case of fresh change request as per the tender terms) for bucket size of 6 major changes (150 days)	As per RFP
112	SECTION -IV - 4.0 Terms and Conditions of contract	90	b. Any implementation forming part of statutory/ regulatory changes as required under the directives of Government of India(GOI), Reserve Bank of India(RBI) etc. should be carried out without any cost to the Bank. c. Any version upgrades for the proposed solution should be provided without any cost to the bank during the contract period.	Bidder requests the bank to charge for regulatory changes as well from the Change Request bucket	As per RFP
113	SECTION -IV - 4.0 Terms and Conditions of contract	93	Clause 4.35 - Delays in the Supplier's Performance	Bidder requests to add the following additional clauses to the section Clause 4.35 - Delays in the Supplier's Performance " Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the BUYER or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the BUYER, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the BUYER. Such failures or delays shall be brought to the notice of the BUYER and subject to mutual agreement with the BUYER, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice the BUYER for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties."	As per RFP
114	SECTION -IV - 4.0 Terms and Conditions of contract	94	Liquidated Damages on delay in Implementation: For delay beyond the implementation schedule, the bidder shall be liable for forfeiture of 1% of the payable project cost per week, as per the project implementation timelines mentioned in Section-III for every stage or part thereof subject to maximum of 10% of cost of project for the delay solely not attributable to bank. Once the Liquidated Damages (LD) crosses 10% of the cost of the project, Bank reserves the right to terminate the contract.	Bidder requests to amend the clause as requested below, Liquidated Damages on delay in Implementation: For delay beyond the implementation schedule, the bidder shall be liable for forfeiture of 1% of the payable project cost per week, as per the project implementation timelines mentioned in Section-III for every stage or part thereof subject to maximum of 10% <u>the deliverables for the respective implementation phase</u> of cost of project for the delay solely not attributable to bank. Once the Liquidated Damages (LD) crosses 5% - 10% of the cost of the project, Bank reserves the right to terminate the contract. The overall penalty and LD under all the provisions of the Contract shall not exceed 5% of contract value.	As per RFP

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115	SECTION -IV - 4.0 Terms and Conditions of contract	95	Within 15 days of issue of Purchase Order, the successful bidder shall furnish to the Bank the Performance Security equivalent to 3% of the contract value in the form of a Bank Guarantee, valid for 69 months with further three-months claim period, in the format enclosed (Annexure-XII). Relaxation if any, extended by GOI/competent authorities for furnishing PBG shall be passed on to eligible bidders.	Request the bank to consider the Performance Security equivalent to 3% to be provided every year based on the Annual Contract Value	As per RFP
116	SECTION -IV - 4.0 Terms and Conditions of contract	96	Clause 4.41 Limitation of Liability:	Bidder requests to add the following additional clauses to the section Clause 4.41 Limitation of Liability: <u>Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages</u>	As per RFP
117	SECTION -IV - 4.0 Terms and Conditions of contract	96	Clause 4.42. Indemnity Clause, If at the time of supplying, installing the equipment 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, the Successful bidder shall indemnify the Bank and keep it indemnified in that behalf.	Bidder requests to add the following additional clauses to the section Clause 4.42. Indemnity Clause: Indemnity Clause If at the time of supplying, installing the equipment 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, the Successful bidder shall indemnify the Bank and keep it indemnified in that behalf. Bidder shall have no obligations with respect to any infringement Claims to the extent that the Infringement Claim arises or results from: (i) Bidder's compliance with Bank's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Bank of the same); (ii) inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material; (iii) modification of a Deliverable after delivery by Bidder to Bank if such modification was not made by or on behalf of the Bidder; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder; or (vi) use of a superseded release of some or all of the Deliverables or Bank's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder. In the event that Bank is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Bank under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option: (i) procure for Bank the right to continue using such Deliverable; (ii) modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) if such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Bank the fees effectively paid for that Deliverable by the Bank subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Bank in matters related to infringement of third party intellectual property rights. Bank shall not be entitled to seek any indemnification from the bidder unless Bank provides the bidder with (i) prompt written notice of any claim, demand or action for which Bank is seeking or may seek indemnification hereunder and gives the bidder the right to have sole control over the defense and settlement negotiations; (ii) does not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such claim; (iii) reasonably cooperate with the bidder in assisting the defense of the claim and in the negotiations or settlements of any such claim, demand or action by providing all assistance and information to perform the above obligations; and (iv) allow the bidder, at its own expense, exclusively defend such litigation, negotiations and settlements with counsel of its own choosing.	As per RFP
118	SECTION -IV - 4.0 Terms and Conditions of contract	96	The Supplier shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or software or hardware or any part thereof.	Bidder requests to add the following additional clauses to the section Clause 4.43 Patent Rights: The Supplier shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or software or hardware or any part thereof. Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Bidder's compliance with Bank's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Bank of the same); (ii) inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material; (iii) modification of a Deliverable after delivery by Bidder to Bank if such modification was not made by or on behalf of the Bidder; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder; or (vi) use of a superseded release of some or all of the Deliverables or Bank's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder. In the event that Bank is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Bank under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option: (i) procure for Bank the right to continue using such Deliverable; (ii) modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) if such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Bank the fees effectively paid for that Deliverable by the Bank subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Bank in matters related to infringement of third party intellectual property rights. Bank shall not be entitled to seek any indemnification from the bidder unless Bank provides the bidder with (i) prompt written notice of any claim, demand or action for which Bank is seeking or may seek indemnification hereunder and gives the bidder the right to have sole control over the defense and settlement negotiations; (ii) does not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such claim; (iii) reasonably cooperate with the bidder in assisting the defense of the claim and in the negotiations or settlements of any such claim, demand or action by providing all assistance and information to perform the above obligations; and (iv) allow the bidder, at its own expense, exclusively defend such litigation, negotiations and settlements with counsel of its own choosing.	As per RFP

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
119	SECTION -IV - 4.0 Terms and Conditions of contract	99	<p>Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.</p> <p>a. In case of dispute or difference arising between the Bank and the Successful bidder relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Successful bidder; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which appointment shall be final and binding on the parties.</p> <p>b. If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.</p> <p>vii. Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal / other legal recourse</p>	<p>Bidder requests to modify the clauses as requested below, Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.</p> <p>a. In case of dispute or difference arising between the Bank and the Successful bidder relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Successful bidder; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from for the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which appointment shall be final and binding on the parties. High Court of concerned jurisdiction. b. If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the High Court of concerned jurisdiction. Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties. vii. Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal / other legal recourse.</p>	As per RFP
120	SECTION -IV - 4.0 Terms and Conditions of contract	101	The Bank, without prejudice to any other remedy for breach of contract, by 90 days' written notice of default sent to the Supplier, may terminate this Contract in whole or in part: (a) to (d)	Bidder request that before termination we should be given an opportunity of being heard and the final decision should be taken post discussions and if at all it is decided to terminate the contract, bidder shall be indemnified for all costs incurred on this project till the date of termination.	As per RFP
121	SECTION -IV - 4.0 Terms and Conditions of contract	101	<p>The Bank, without prejudice to any other remedy for breach of contract, by 90 days written notice of default sent to the Successful 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 deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or</p> <p>b. if the Successful bidder fails to perform any other obligation(s) under the Contract.</p> <p>c. If the Successful bidder, in the judgement of the Bank has engaged in corrupt or fraudulent practices or unethical practices in competing for or in executing the Contract.</p> <p>11.2 In the event the Bank terminates the Contract in whole or in part, the Bank 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 Bank 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.</p>	<p>Bidder requests to modify the clauses as requested below,</p> <p>The Bank, without prejudice to any other remedy for breach of contract, by 90 days written notice of default sent to the Successful 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 deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure or</p> <p>b. if the Successful bidder fails to perform any other material obligation(s) under the Contract provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure</p> <p>c. If the Successful bidder, in the judgement of the Bank has engaged in corrupt or fraudulent practices or unethical practices in competing for or in executing the Contract.</p> <p>Prior to providing a written notice of termination to the Selected Bidder, Bank shall provide the selected bidder with a written notice of 30 days to cure any breach of the Contract. The decision to terminate the contract shall be taken only if the breach continues or remains unrectified, for reasons within the control of Bidder, even after the expiry of the cure period.</p> <p>11.2 In the event the Bank terminates the Contract in whole or in part, the Bank 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 Bank 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.</p> <p>In the event of this agreement being terminated, the Bank shall be liable to make payments of all the amount due under this agreement for which services have been rendered by the Bidder to the Bank till the date of termination.</p> <p>Bidder shall also have the right to terminate the agreement if the Bank commits a breach of the terms and conditions of the agreement and, where such breach is curable, fails to cure the same within 30 days.</p>	As per RFP

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
122	SECTION -IV - 4.0 Terms and Conditions of contract	102	b. If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder 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.	<p>Bidder requests to modify the clauses as requested below,</p> <p>b. If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder 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.</p> <p>In such a case the time for performance shall be extended by a period(s) not less than the duration of such delay.</p> <p>If the Force Majeure situation continues beyond 30 (thirty) days, either Party shall have the right to terminate the Agreement by giving a notice to the other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, Bidder shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement</p>	As per RFP
123	SECTION -IV - 4.0 Terms and Conditions of contract	103	The Successful bidder either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the client's business or operations without the prior written consent of the client.	<p>Bidder requests to modify the clauses as requested below,</p> <p>The Successful bidder either during the term or for a period of 2 years after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the client's business or operations without the prior written consent of the client.</p> <p>The bank should also maintain the confidentiality of the information, data, documents etc shared by the bidder to Bank.</p> <p>Every piece of Confidential information should be designated or marked as 'confidential' by the Disclosing Party at the time of disclosure of such information to the Receiving Party or where disclosed orally being confirmed in writing by the Disclosing Party within five days of such oral disclosure.</p> <p>This restriction does not limit the right to use confidential information if it:</p> <ul style="list-style-type: none"> a. Is obtained from another source without restriction. b. Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality; c. becomes generally known to the public without violation of this Proposal; d. is independently developed by the receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information; e. is required to be provided under any law, or process of law duly executed 	As per RFP
124	SECTION -IV - 4.0 Terms and Conditions of contract	103	In connection with the work or any the provisions of other Terms, if the successful bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank or contravenes any terms, in such eventuality, the Bank may after giving notice in writing to the successful bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the successful bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the successful bidder.	Bidder requests to modify the clauses	As per RFP
125	SECTION -IV - 4.0 Terms and Conditions of contract	105	Pre contract Integrity Pact	Bidder requests deletion of all references of " and exclusion from future business dealings." From everywhere in this clause	As per RFP

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
126	SECTION -IV - 4.0 Terms and Conditions of contract	106	Bank, by 90 days' written notice sent to the Successful bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the bank's convenience, the extent to which performance of the Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.	Request Bank to delete this clause .There shall not be termination for convenience.	As per RFP
127	SECTION -IV - 4.0 Terms and Conditions of contract	112	I. Substitution of Team Members: The BID should also contain resource planning proposed to be deployed for the project which includes inter-alia, the number of personnel, skill profile of each personnel, duration of employment etc. During the assignment, the substitution of key staff identified for the assignment shall not be allowed to leave the assignment unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing alternate staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder during the course of this assignment besides claiming an amount, equal to 10% of the contract value as liquidated damages. The Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines.	The Bidder requests the bank to review the clause and remove termination related provisions.	As per RFP
128	ANNEXURE-I - Business Rules for Online Reverse Auction (Rank Based Bid)	129	13. OPENING PRICE (OP) / BID DECREMENT AMOUNT (BDA): The Opening Price (OP)/ Bid Decrement Amount (BDA) shall be specified by INDIAN BANK. The Opening Price(OP)/ Bid Decrement Amount (BDA) shall be available to the Bidders at the start of the auction.	What is the basis of selection of Opening Price in Reverse Auction.	Indicative commercial Bid
129	ANNEXURE-VI - Know Your Employee (KYE) Undertaking	141	We undertake and agree to save defend and keep harmless and indemnified the Bank (its employees, personnel, officers, directors, representatives-hereinafter collectively referred to as "Personnel") against all loss, cost, damages , claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc.) to Bank before deploying officials/supervisors/ in Bank premises/Bank Mitra locations for (Name of the RFP). Dated this day of20	Request the Bank to remove the text from the declaration as employee related details cannot be shared with the bank due to GDPR constraints	Criteria for selection of employee and proper undertaking is to be provided.

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
130	Annexure-XIV: Non-disclosure Agreement,	157	<p>1. Confidential information Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records. Receiving party may use the information solely for and in connection with the Purpose.</p> <p>2. Use of Confidential Information The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived therefrom, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above</p> <p>3. Exemptions Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party an made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.</p> <p>4. Term This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof. Notwithstanding above, the obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.</p> <p>6. Return of confidential information Upon written demand of the disclosing party, the receiving party shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.</p> <p>10. Dispute resolution mechanism In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai. Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/other legal recourse.</p>	<p>1. Confidential information Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties which has been marked as "Confidential Information" by the disclosing party. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records. Receiving party may use the information solely for and in connection with the Purpose. 2. Use of Confidential Information The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived therefrom, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. 3. Exemptions Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party so as to enable the Disclosing Party to make a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued. 4. Term This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof. The obligation under this clause will not apply where it is necessary to retain any Confidential Information or materials for the purpose as required by law or for internal auditing purposes or electronic data stored due to automatic archiving and back-up procedures. Notwithstanding above, the obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain for a period of 2 years after expiration and termination of the Agreement. 6. Return of confidential information Upon written demand of the disclosing party, the receiving party shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph. The obligation under this clause will not apply where it is necessary to retain any Confidential Information or materials for the purpose as required by law or for internal auditing purposes or electronic data stored due to automatic archiving and back-up procedures. 10. Dispute resolution mechanism In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai. Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/other legal recourse.</p>	As per RFP
131	Annexure-XVII - PRE-CONTRACT Integrity Pact	165	<p>Section 4 - Compensation for Damages 14.1.2 If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee</p> <p>Section 5 - Previous Transgression (5) Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fit by the Bank. (6) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.</p> <p>Section 9 - Pact Duration This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded on whomsoever it may be. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Bank.</p> <p>Section 10 - Examination of Books of Accounts In case of any allegation of, violation of any provisions of this Integrity Pact or payment of commission, the Bank or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.</p>	<p>Section 4 - Compensation for Damages 14.1.2 If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee</p> <p>Section 5 - Previous Transgression (6) Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fit by the Bank. (6) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.</p> <p>Section 9 - Pact Duration This pact begins when both parties have legally signed it. It expires for the Contractor 3 42 months after the last payment under the contract, and for all other Bidders 1 6 months after the contract has been awarded on whomsoever it may be. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Bank.</p> <p>Section 10 - Examination of Books of Accounts In case of any allegation of, violation of any provisions of this Integrity Pact or payment of commission, the Bank or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination. Bidder shall not be compelled to disclose any details or information on its internal costs and margins, or any such information which would render the Bidder to be in breach of its statutory obligations or confidentiality obligations towards third parties.</p>	As per RFP
132	SECTION-II 2.0 INSTRUCTION TO BIDDERS	43 ,62, 88	As per the RFP Page 43 , Issue of Purchase Order is on 31.10.2022 and we would need to make ready FI Application as per the Appendix - IV Project Completion Milestone - Services to be provided by Bidder (Stagewise) , Page no 62.	<p>1. Bidder requests the bank to confirm on the stagewise plan .</p> <p>2. The Payments for Milestones in the Page 88 for "Onboarding of FBCs for Stage 2 , Onboarding of FBCs for Stage 4 , Onboarding of FBCs for Stage 6 is considered complete on Pilot FBC onboarding. Please confirm the same as well</p>	As per RFP

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
133	SECTION -IV - 4.0 Terms and Conditions of contract	90 and 94,	Table for Penalty on SLA and Liquidated Damages on delay in Implementation: For delay beyond the implementation schedule, the bidder shall be liable for forfeiture of 1% of the payable project cost per week, as per the project implementation timelines mentioned in Section-III for every stage or part thereof subject to maximum of 10% of cost of project for the delay solely not attributable to bank. Once the Liquidated Damages (LD) crosses 10% of the cost of the project, Bank reserves the right to terminate the contract. AND Failure of the successful bidder to maintain uptime SLA will attract penalty as mentioned above. The penalty will be deducted from the charges payable during the contract period. In case, the penalty amount is more than amount payable by bank, bank reserves the right to invoke the performance security submitted by the successful bidder. Once the penalty crosses 10% of the cost of the project, Bank reserves the right to terminate the contract	Bidder requests that the total LD & all Penalties taking together under this contract should be capped at 5% of the Total Contract Value.	As per RFP
134	SECTION -IV - 4.0 Terms and Conditions of contract	90, 94	Clause 4.24 – Service Level Ageement Clause 4.38 Penalty / Guarantees on Response to Errors:	Bidder requests to add the following additional clauses to the sections on Clause 4.24 – Service Level Ageement and Clause 4.38 Penalty / Guarantees on Response to Errors: <u>"The penalty shall only be applicable when the delay is solely and entirely attributable to the Bidder."</u>	As per RFP
135	GENERAL		General	Has Bank any Agile Project management tool available to use for this program?	Bidder has to suggest proper architecture and implement.
136	Scope of Work	47	Device at FBC should have antivirus/antimalware solution	FBC device is responsibility of CBC and it will not be feasible for FI Gateway TSP / Bidder to take responsibility of the same	As per RFP. The responsibility to monitor and controlling of the endpoint devices are responsibility of the bidder.
137	Scope of Work	47	Prevent / control	Is it expected that Bidder will provide MDM software - these are licensed software with fee per device and it will be difficult to provide this within the commercial construct. We recommend that the Bank procures the MDM as part of the central hardware/software environment	As per RFP
138	Scope of Work	48	shall have API gateway ... Without having point to point integrations	The platform comes with API gateway. However each fintech partner will need to integrate and there will be good amount of support that needs to be provided for integration with each partner	Integration efforts should be estimated by the bidder. These efforts should be part of the financial bid. No change request will be entertained for the same.
139	Appendix - III List of Services to be available at FBC point	61	Customer shall be sent SMS after availing each services at FBC point, where mobile seeding is done in their account at Bank level	We believe Bank will provide SMS Gateway/Charges will be borne by Bank. Please confirm.	Yes
140	Appendix - IV - Project Completion Milestone	62	Services to be provided by Bidder (Stagewise)	We request you to kindly keep phase I completion stage as minimum Six months. Since setup of the environment, other significant work will happen in first phase only & lot of delays from other stake holders like NPCI, ATM Switchover & CBS also to be considered in Phase-I. Hence request you to consider time lines of six months for Phase-I. Time lines to be adjusted accordingly in subsequent phase considering Phase-I time line will be six months.	As per RFP, Final Timeline to be maintained.
141	Appendix – VI Device Management and Protection	66	3. Linux Based Micro ATM Devices.	Providing Solution to Linux Based devices will have dependency on respective OEM Vendors, If Linux based devices are minimum in number we request you to kindly consider removing Linux based devices application support from scope.	As per RFP, Bidder may suggest suitable architecture agreeable to Bank.

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
142	SECTION -IV - 4.0 Terms and Conditions of contract	74	The successful bidder has to provide necessary perpetual enterprise Licenses for end to end Financial Solution Platform which will be used for Primary Site (PR), DR Site, Development and UAT/Training. The successful bidder has to quote for all software License requirements for Primary, DR Site, Near DR and UAT/ Training implementation in their commercial Bid. Specification for end to end Financial Solution has also to be mentioned in the technical bid. The Bidder shall furnish all the software Licenses in the light of Bank's, its associates, successors etc., requirement for unlimited period and unlimited usages for implementation of the solution. The licensing policy of the solution supplied must be provided to support the licensing model & actual Licenses supplied to the Bank.	Please clarify whether TSP needs to maintain separate Dev environment, Since product development happens from our office site, We request you to consider removing Development setup from scope.	As per RFP, Bidder may suggest suitable architecture agreeable to Bank.
143	SECTION -IV - 4.0 Terms and Conditions of contract	76	b.Bank will provide Hardware, Operating System and Oracle Database. However, the selected bidder has to complete Installation, Configuration, Customization, Up-gradation, Maintenance and Support of all the software / tools required in the proposed Platform.	Our Database is Microsoft SQL Server - hence we request you to kindly include Microsoft SQL Server also in Scope. Also request you to clarify on back up software & back up devices tape drives etc required.	As per RFP, Bidder may suggest suitable architecture agreeable to Bank.
144	SECTION -IV - 4.0 Terms and Conditions of contract	84	J.The successful bidder will be required to implement all four environments for the solution i.e. Production/ Primary Site, Disaster Recovery (DR) Site, Near DR Site, Development and Test.	We request you to remove development site from Scope, Since development will happen from Bidder's site.	As per RFP
145	SECTION -IV - 4.0 Terms and Conditions of contract	89	Payment milestones	Even after running the solution for 12 months, Bidder receives only 80% of the Project cost. We believe it should be 100%	Please see the Addendum
146	SECTION -IV - 4.0 Terms and Conditions of contract	90	Peak CPU Utilisation Peak CPU Utilisation Measured on Monthly basis – 8 Hours <= 70% No Penalty >70% 1% of Monthly Payment	Since hardware is provided by Bank, When ever utilisation touches agreed threshold the same will be brought to Bank notice & Bank should arrange for upgrade/supply of additional hardware. Request to consider removing penalty clause.	As per RFP. There should not be any breach to this SLA due to application design. Bidder need to discuss and design the system in agreement with Infrastructure Vendor to meet this SLAs.
147	SECTION -IV - 4.0 Terms and Conditions of contract	91	The contract period will commence from the date of signing the SLA and will be valid up to a period 3 years from the date of GO LIVE & extendable further to 2 years on review by Bank. The contract is extendable / renewable further at the option of the Bank on mutually agreed terms	Considering broad scope of RFP we request you to keep initial contract period as five years & extendable for additional five years based on mutually agreed terms.	As per RFP
148	SECTION -IV - 4.0 Terms and Conditions of contract	95	Penalty of Rs. 2 lakhs per hour exceeding the resolution time defined for Severity – 1, 2 & 3 shall be charged for non-conformance with the aforementioned table.	We request you to limit penalty of 5000/- per hour against Rs. 2 Lakhs Per hour. We request you to consider waiving off penalty if issue has dependency on CBS, NPCI, ATM Switch etc.	As per RFP
149	SECTION-V 5.0. Eligibility Criteria	115	The Bidder should have earned net profit at least for two out of last three financial years. The net worth of the Bidder should be positive for the previous three financial years. i.e. FY 2020-21, FY 2019-20 and FY 2018-19 and minimum average should be more than Rs.150 Crores.	Since turnover of Rs.150 crores and net profit in 2 out of 3 years is considered as the eligibility criteria, we believe networth of Rs.150 Crores is not in line and hence we request you to consider revising average networth of more than Rs.50 Crores.	Please visit Bank Site for Addendum
150	SECTION-V 5.0. Eligibility Criteria	116	Point No: 12 The bidder shall be the OEM/ Certified or authorized agent/ reseller/ partner for supply of Licenses and solution implementation and maintenance support under warranty/ AMC of the proposed solution. OEM proposed by bidder should have its development & support center in India. This should be full fledge establishment and not created for the submission of this Bid.	Solution offered is our proprietary, assuming we are considered as OEM for the solution.	As per RFP
151	SECTION-V 5.0. Eligibility Criteria	121	1.Experience of Bidder as a Technical Service Provider in India.	Since some of the Bank's are amalgamated we request you to consider old Certificates also for considering ten years experience. Also, request you to keep maximum seven years slab for maximum marks instead of ten years.	As per Addendum

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
152	SECTION-V 5.0. Eligibility Criteria	121	2.Average Net Profit of the Bidder entity during last 03 (three) financial year(s) i.e. FY 2021-22, FY 2020-21 and FY 2019-20.	We request you to consider average net profit of Rs.19 Crore and above for maximum marks.	Please visit Bank Site for Addendum
153	SECTION-V 5.0. Eligibility Criteria	121	3.Average turnover during last 03 (three) financial year(s) i.e. FY 2021-22, FY 2020-21 and FY 2019-20.	We request you to consider keeping average turn over of >=Rs.240 crores for maximum marks slab.	Please visit Bank Site for Addendum
154	SECTION-V 5.0. Eligibility Criteria	122	4.The average net worth of the Bidder for the previous three financial years. i.e. FY 2021-22, FY 2020-21 and FY 2019-20	Many of the companies of our size who are experienced in providing FI solution will not meet minimum networth of Rs.150 crore clause request you to keep average turn over of >=Rs.50Cr for full marks.	Please visit Bank Site for Addendum
155	SECTION-V 5.0. Eligibility Criteria	122	5.Experience of Bidder in providing Financial Inclusion Solution.	Since some of the Bank's are amalgamated we request you to consider old Certificates / original agreements also fo considering ten years experience.	Please visit Bank Site for Addendum
156	SECTION-V 5.0. Eligibility Criteria	122	Experience of Bidder in implementing and managing Financial Inclusion Solution for Scheduled Commercial Banks in India and its number of Branches	We believe RRB's with more than 500 branches also will be considered.	Please visit Bank Site for Addendum
157	SECTION-V 5.0. Eligibility Criteria	123	ISO & CMMI based marks	As ISO 27001 & CMMI are similar, we request you to drop the max marks of 10 for having both	As per RFP
158	Annexure-XIV: Non-disclosure Agreement,	157	Non-Disclosure Agreement	We request you to specify Stamp paper Value.	Bidder to verify and get information
159	ANNEXURE– XV - Contract	162	Contract Form (To be submitted on Non - Judicial Stamp Paper)	We request you to specify Stamp paper Value	Bidder to verify and get information
160	ANNEXURE-XVI - Manufacturers' Authorization Form (MAF)	164	Since Servers are provided by Bank do we still need to submit MAF from Hardware Vendor	Since Servers are provided by Bank do we still need to submit MAF from Hardware Vendor?	The hardware which are only provided by the selected bidder during the project duration only in those cases it is required.
161	Annexure-XVII - PRE- CONTRACT Integrity Pact	165	Pre-Contract Integrity Pact (To be submitted on Non - Judicial Stamp Paper)	We request you to specify Stamp paper Value	Bidder to verify and get information
162	SECTION-V 5.0. Eligibility Criteria	115	The Bidder must have an average annual turnover of minimum Rs.150 crores during last 03 (three) financial year(s) i.e. FY 2020-21, FY 2019-20 and FY 2018-19.	Request the bank to kindly change the clause to " The Bidder must have an average annual turnover of minimum Rs.50 crores during last 03 (three) financial year(s) i.e. FY 2020-21, FY 2019-20 and FY 2018-19.	Please visit Bank Site for Addendum
163	SECTION-V 5.0. Eligibility Criteria	115	The Bidder should have earned net profit at least for two out of last three financial years. The net worth of the Bidder should be positive for the previous three financial years. i.e. FY 2020-21, FY 2019-20 and FY 2018-19 and minimum average should be more than Rs.150 Crores.	Request the bank to kindly modify the clause to " The Bidder should have Positive net worth for the previous three financial years. i.e. FY 2020-21, FY 2019-20 and FY 2018-19 and minimum average should be more than Rs.50 Crores"	Please visit Bank Site for Addendum
164	SECTION-V 5.0. Eligibility Criteria	115	Bidder should have experience of minimum 5 years in providing Financial Inclusion Solution.	Request the bank to kindly modify the clause to " Bidder should have experience of minimum 2 years in providing Financial Inclusion Solution"	Please visit Bank Site for Addendum
165	SECTION-V 5.0. Eligibility Criteria	115	The Bidder should have experience of implementing and managing Financial Inclusion Solution for at least one Scheduled Commercial Banks in India / Payment Banks in India having a total business of more than 1,00,000 crores rupees as on 31.03.2022 having minimum 500 Branches and presence in more than 5 States. The platform should be operational for minimum of 1 year as on the date of bid submission.	Request the bank to kindly change the clause to " The Bidder should have experience of implementing and managing Financial Inclusion Solution for at least one Scheduled Commercial Banks in India /Small Finance Bank/ Co operative Bank / Payment Banks in India having a total business of more than 100 crores rupees as on 31.03.2022 having minimum 250 Branches and presence in more than 3 States. The platform should be operational for minimum of 1 year as on the date of bid submission."	Please visit Bank Site for Addendum

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
166	SECTION-V 5.0. Eligibility Criteria	116	The Bidder should have experience of implementing and managing the technical aspect of Financial Inclusion Solution in India having a total number of FBCs more than 2500 as on 31.03.2022. The platform should be operational for minimum of 1 year as on the date of bid submission.	Request the bank to kindly change the clause to " The Bidder should have experience of implementing and managing the technical aspect of Financial Inclusion Solution in India having a total number of FBCs more than 500 as on 31.03.2022. The platform should be operational for minimum of 1 year as on the date of bid submission."	As per RFP
167	2.5 Bid Security (Earnest Money Deposit):	37	All bids must be accompanied with EMD (Earnest Money Deposit)-refundable of Rs.2,00,00,000.00 (Rs. Two Hundred lakhs only) to be submitted through Account Payee Demand Draft/Fund Transfer/Bank Guarantee/Banker's Cheque (issued by a Nationalized/Scheduled Commercial Bank (Other than Indian Bank) in favour of "Indian Bank" payable at Chennai. Bank Guarantee validity period shall be 225 days excluding claim period of 15 days from the last date of submission of the Bid as notified in this RFP. This Bid Security amount is to be submitted along with bid submission.	Request the bank to kindly modify the clause to " All bids must be accompanied with EMD (Earnest Money Deposit)-refundable of Rs.50,00,000.00 (Rs. Fifty lakhs only) to be submitted through Account Payee Demand Draft/Fund Transfer/Bank Guarantee/Banker's Cheque (issued by a Nationalized/Scheduled Commercial Bank (Other than Indian Bank) in favour of "Indian Bank" payable at Chennai. Bank Guarantee validity period shall be 225 days excluding claim period of 15 days from the last date of submission of the Bid as notified in this RFP. This Bid Security amount is to be submitted along with bid submission.	Pl check Bank's website for Addendum
168	GENERAL	NA		Bidder understands that any Infrastructure, Hardware and End user devices (Laptop, Mobiles, Printers etc.) are beyond the scope of this RFP	As per RFP
169	Scope of Work	47	The proposed solution should comply with Bank's Security Architecture. Bidder shall implement Centralized Device control and management to safeguard Bank against any unauthorized device, application or any software which may cause harm/ impact to Bank and further it shall comply RBI guidelines also.	While Bidder/Service Provider agrees to comply with impacting laws, regulations, rules and requirements, notifications, circulars, directives from RBI, NPCI, Visa, MasterCard, PCI existing as on date of submission of bid, however since it is not possible for the Bidder/Service Provider to foresee future changes from Regulators, Authorities, GoI, Card Networks like Mastercard, VISA, NPCI, Rupay and hence cannot assess corresponding impact/changes to be done to the products/services, thus Bidder/Service Provider (FIS) 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.	As per RFP
170	Scope of Work	47	Bidder shall ensure that the proposed software applications should meet the current guidelines & / or standards issued by DFS/RBI/IBA/NPCI/UIDAI/IDRBT etc., for implementation of Financial Inclusion initiatives and should continue to comply with any new initiatives/amendments/changes made to these standards by the above referred authorities. It should also be ensured to make it compliant of various Policy/ guidelines to be issued by Bank including FRMC.	While Bidder/Service Provider agrees to comply with impacting laws, regulations, rules and requirements, notifications, circulars, directives from RBI, NPCI, Visa, MasterCard, PCI existing as on date of submission of bid, however since it is not possible for the Bidder/Service Provider to foresee future changes from Regulators, Authorities, GoI, Card Networks like Mastercard, VISA, NPCI, Rupay and hence cannot assess corresponding impact/changes to be done to the products/services, thus Bidder/Service Provider (FIS) 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.	As per RFP

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
171	Scope of Work	51	Bidder shall customize/modify/ develop/ upgrade end-to-end FI solution to meet the regulatory (DFS/RBI/IBA/NPCI/UIDAI etc.) requirements within a defined time period from the date of issuance of such customization/modifications/ development/ upgradation or earlier, depending upon the level of customization/modification/ development/ upgradation prescribed by the said authorities.	While Bidder/Service Provider agrees to comply with impacting laws, regulations, rules and requirements, notifications, circulars, directives from RBI, NPCI, Visa, MasterCard, PCI existing as on date of submission of bid, however since it is not possible for the Bidder/Service Provider to foresee future changes from Regulators, Authorities, Gol, Card Networks like Mastercard, VISA, NPCI, Rupay and hence cannot assess corresponding impact/changes to be done to the products/services, thus Bidder/Service Provider (FIS) 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.	As per RFP
172	APPENDIX - I- Key Design Principles of proposed FI Architecture	55	To manage the risks from Infrastructure, Operations, etc. adequate security measures built-in for secured data access, data protection, blocking unauthorized access, etc. to comply with the security policies and regulations defined by RBI, NPCI, and Indian Bank etc.,	While Bidder/Service Provider agrees to comply with impacting laws, regulations, rules and requirements, notifications, circulars, directives from RBI, NPCI, Visa, MasterCard, PCI existing as on date of submission of bid, however since it is not possible for the Bidder/Service Provider to foresee future changes from Regulators, Authorities, Gol, Card Networks like Mastercard, VISA, NPCI, Rupay and hence cannot assess corresponding impact/changes to be done to the products/services, thus Bidder/Service Provider (FIS) 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.	As per RFP
173	SECTION-IV - 4.0 Terms and Conditions of contract	84	Any new regulatory & statutory requirement during/after implementation must be covered without additional cost to the bank during the contract period.	While Bidder/Service Provider agrees to comply with impacting laws, regulations, rules and requirements, notifications, circulars, directives from RBI, NPCI, Visa, MasterCard, PCI existing as on date of submission of bid, however since it is not possible for the Bidder/Service Provider to foresee future changes from Regulators, Authorities, Gol, Card Networks like Mastercard, VISA, NPCI, Rupay and hence cannot assess corresponding impact/changes to be done to the products/services, thus Bidder/Service Provider (FIS) 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.	As per RFP
174	SECTION-V 5.0. Eligibility Criteria	115	The Bidder should have experience of implementing and managing Financial Inclusion Solution for at least one Scheduled Commercial Banks in India / Payment Banks in India having a total business of more than 1,00,000 crores rupees as on 31.03.2022 having minimum 500 Branches and presence in more than 5 States. The platform should be operational for minimum of 1 year as on the date of bid submission.	The Bidder should have experience of implementing and managing Financial Inclusion Solution for at least one Scheduled Commercial Banks in India / Small Finance Banks/ Payment Banks in India as on 31.03.2022 having minimum 500 Branches and presence in more than 5 States.	As per RFP

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
175	SECTION-V 5.0. Eligibility Criteria	116	The Bidder should have experience of implementing and managing the technical aspect of Financial Inclusion Solution in India having a total number of FBCs more than 2500 as on 31.03.2022. The platform should be operational for minimum of 1 year as on the date of bid submission.	The Bidder should have experience of implementing and managing the technical aspect of Financial Inclusion Solution in India having a total number of FBCs more than 1000 as on 31.03.2022.	As per RFP
176	SECTION-V 5.0. Eligibility Criteria	117	Scheduled commercial banks do not include Small Finance Banks, Regional Rural Banks and Co-operative Banks.	Scheduled commercial banks do not include Regional Rural Banks and Co-operative Banks.	Pl visit Bank's Website for Annendum
177	SECTION -IV - 4.0 Terms and Conditions of contract	84	Any new regulatory & statutory requirement during/after implementation must be covered without additional cost to the bank during the contract period.	It is bidders understanding that any regulatory or statutory changes required after the solution going live would be taken up under the change management process of the Bank.	As per RFP,
178	Scope of Work	44	The term of agreement shall be for a period of 3 years from the date of GO-LIVE extendable further to 2 years on review by Bank.	Since this would require a considerable investment from Bidder side as well as Bank side, request bank to consider an initial contract period of 5 years extendable further to 5 years on mutually agreeable terms.	As per RFP
179	Scope of Work	44	The proposed Platform shall be hosted on Bank's premise/infrastructure. However, Platform should have capability to migrate to any other platform as per the Bank's requirement.	This is an open ended requirement. It is bidder's understanding that if migration to any new platform is required, Bank will raise a separate change request for it.	As per RFP
180	Scope of Work	44	The successful bidder shall design the Platform with high availability & secure infrastructure in Data Centre (DC), Disaster Recovery (DR) site and Near DR Site as per Industry accepted security standards and best practices	Bidder would need remote access to the Bank's environment for solution implementation.	As per RFP
181	Scope of Work	44	The Bidder should host the Platform at Bank's advised premises in High Availability mode, along with DR and a minimum uptime time of 99.95% per quarter in a financial year.	As the solution is hosted in Bank DC/DR/Near-site, any impact on uptime on account of factors which are outside of bidder's scope such as Power, electrical faults, cooling, network links, bandwidth issues, security tools/infrastructure or any other solution/component/tool such as CBS that is not directly provided by bidder will be excluded from the uptime calculation. Also It is the bidder's understanding that uptime calculation will not include any planned downtime on account of maintenance operations. The uptime calculation terms & conditions need to be formally agreed between bidder & bank at the time of contract signing. Request bank to confirm on the same.	As per RFP
182	Scope of Work	44	The Bidder shall do proactive monitoring and capacity planning at regular intervals and advise the Bank on Hardware / Software upgrades. However, there should not be any additional cost to the Bank for any software upgrade during the implementation period till Go Live, as the Bank may use existing IT infrastructure or procure separately the required infrastructure based on the sizing proposed by the Bidder	The understanding is that Bank will provision environment as per sizing recommendation provided by Bidder. Since the infrastructure will be owned, managed and maintained by Bank's IT Team, we assume that Bank will assist in monitory/capacity planning by providing the Utilization/ Performance reports / dashboards to bidder as requested.	As per RFP
183	Scope of Work	45	As part of the technical Platform, the Bidder must provide the complete IT infrastructure details like Server, Operating System, Database, Storage Capacity and other related requirements. In the event the sizing proposed by the Bidder does not meet the performance / service levels of the Bank, the Bidder will at their cost carry out the necessary upgrades/ replacements.	The bidder will provide the sizing guidelines based on the knowledge of the system and volumetrics provided by Bank. Any change in volumetric will require sizing to be revisited. Further, performance/service level is dependent on combination of application ,hardware, database, CBS and network. Since hardware, database and network will be owned, managed and maintained by the Bank, bidder will not be able to undertake the cost of necessary upgrade / replacement for meeting the performance levels	AS per RFP

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
184	Scope of Work	45	The Bidder should provide complete details of the hardware, software and network architecture of the Platform offered by means of diagrammatic/ pictorial representations, including the project plan for going live. Bidder should also provide security set-up proposed in the Platform and various layers of risk identification and mitigation measures.	Bidder is responsible for the security setup for the proposed application and will leverage the existing solutions available with the Bank. Bidder to provide the security architecture of the platform basis bank's current Enterprise Security architecture and Information security policies.	As per RFP
185	Scope of Work	45	Bidder to carry out Health Check-up on the application / infrastructure on regular basis (i.e. atleast 6 months once) for suggesting any improvements in hardware / software configurations.	Infrastructure health check up is Bank's responsibility since Bank would be owning, managing & maintaining the infrastructure.	As per RFP
186	Scope of Work	45	Bidder shall provide applicable licenses which should be Enterprises Edition, perpetual and in the name of Bank.	Since there is no readily available solution which can meet all the Bank's requirements, Bidder suggests the Bank to consider the solution on a Subscription model in which the Bank will pay the subscription fees on a periodic basis based on the Usage of the application.	As per RFP, Selected Bidder may discuss on the matter, However bank's decision will be final.
187	Scope of Work	45	Bidder shall be required to provide descriptions of hardware including specification which should be compatible with Bank's requirements and future planning. Bidder has to provide all other software, middleware etc for End to End FI Solution and will upgrade and maintain as required.	Our understanding is that Bidder will providing sizing on Industry Standard x86 platform. Our understanding is that Bidder has to provide the solution as per the scope of the RFP.	As per RFP.
188	Scope of Work	45	The Bidder to design & size the hardware required at Primary Data Center (Including Test/ Development/ Training environments), DR Site and Near DR Site. The Bidder to provide the complete architecture, hardware requirement for end-to-end functioning of the Platform as part of Technical bid submitted to the Bank.	Bidder understands that only the Database replica will be required to be maintained in the Near DR site. Application instance will be deployed only at DC site and DR site. Please confirm.	The entire production setup needs to be replicated at both the NDR and DR sites to achieve the RTO, RPO and other SLA parameters like uptime, response time, etc. In order to recover in a disaster scenario, the solution should be capable of operating from NDR as well as DR Site.
189	Scope of Work	46	The TSP needs to integrate with internal systems such as Core Banking Solution/FRMC/Aadhaar Vault along with FIG and external systems such as NPCI, FinTech, etc., on ongoing basis.	Please provide the specific list of internal systems which have to be integrated with the FI solution to determine exact intergration efforts and commercials.	As per RFP . Integration efforts should be estimated by the bidder. These efforts should be part of the financial bid. No change request will be entertained for the same.
190	Scope of Work	46	The TSP shall be required to implement end-to-end working solutions at locations defined by the Bank (BC/ Branches/ Zones) as both Web based and Intranet platform.	The solution will be deployed at the data center and accessed by users at BC/Branches/Zonal Offices of the Bank.	As per RFP
191	Scope of Work	46	The selected bidder shall provide an end to end financial inclusion solution setup to the Bank. The architecture shall be compatible to Android/ IOS/ Window. The solution shall support following but not limited to :- A. Laptop, Tablets, Integrated Mobile Device (Android and Windows) & Desktop B. Hardware Security Module (HSM) based key management system C. FI Gateway Solution D. Online dashboard & MIS/ AI reports shall be based on data to be brought from various sources. E. Proposed Solution includes support at Data Center (DC) / Disaster Recovery (DR) & NDR setup at Bank's DC/DR site. F. The FI Solution should also include testing setup (Web, Application & Database Server) at primary site of bank at DC Chennai.	It is assumed that item # (A) and item # (B) will be provided by the Bank and to be integrated with the proposed FI Solution by the Bidder. Item # D. What is meant by AI Reports? Please specify the sources which need to integrate with the MIS Solution	As per RFP
192	Scope of Work	47	Bidder shall ensure that the proposed software applications should meet the current guidelines & / or standards issued by DFS/RBI/IBA/NPCI/UIDAI/IDRBT etc., for implementation of Financial Inclusion initiatives and should continue to comply with any new initiatives/amendments/changes made to these standards by the above referred authorities. It should also be ensured to make it compliant of various Policy/ guidelines to be issued by Bank including FRMC.	It is bidders understanding that any regulatory or statutory changes required after the solution going live would be taken up under the change management process of the Bank.	As per RFP

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
193	Scope of Work	47	The bidder shall install/re-install, configure/ re-configure and maintain all the required technology and infrastructure, including hardware, software, applications, maintenance and provide operational support for the end-to-end FI solution as per requirement of Bank at Bank's DC / DR locations.	Since the infrastructure will be owned, managed and maintained by Bank's IT Team, we assume that Bank will be responsible for the install/re-install, configure / re-configure of the infra components including maintenance and operational support for any hardware issue . Bidder would be responsible for the applications maintenance and providing operational support for any application related issue only.	As per RFP
194	Scope of Work	48	The Bidder shall ensure on-site support for resolving Hardware issues , Application , System software issues, User Application Testing (UAT), Deployment , certification with regulatory bodies , installation which includes Gateway solution, Operating System (OS) and Database related issues, including re-installation of OS, Databases and other software's mentioned in the Scope, due to any reason what-so-ever, during warranty and AMC/ATS period.	Bidder shall not be responsible for any Hardware issues, Operation System (OS) and Database related issues including re-installation of OS and Databases as they are in the scope of Bank. Please modify the clause accordingly.	Bidder has to ensure the performance of FI Solution and wherever any issue is there, Bidder has to notify Bank regarding any such issue with details.
195	Scope of Work	48	Bidder shall provide necessary assistant to the field functionaries to make the application operational at FBC/Bank Location.	Bidder will provide the training to the Bank's trainers under train the trainer program. The end user Training will be done by the Bank's trainers who will assist the field functionaries during go-live. Bidder will be responsible for providing go-live support from the Centralized command center.	As per RFP.
196	Scope of Work	49	Bidder shall monitor the utilization of hardware resources on regular basis and suggest suitable upgradation / replacement of hardware (if any required) to avoid any business loss due to system performance issue. The utilization of the hardware resources should be shared with the bank on regular basis.	The understanding is that Bank will provision environment as per sizing recommendation provided by Bidder. Since the infrastructure will be owned, managed and maintained by Bank's IT Team, we assume that Bank will assist in providing the Utilization/ Performance reports / dashboards to bidder as requested.	AS per RFP, will be discussed with successful bidder based on the requirements
197	Scope of Work	49	The end-to-end FI Solution should have capability to generate robust and customizable MIS to meet the requirements of the bank /BIG data/ BI/ AI on the basis of data routing through it and data brought from other channels. Capability should be for development of Dashboard having architecture to present composite information drilling down to micro data level . It should have capability to generate reports for reconciliation of transactions at the end of the day and end of the month.	1. Bidder's understanding that Bidder's MIS solution will integrate with Bank's data platform. 2. Please provide the list of other channels which need to integrate with the MIS solution 3. Please provide the Number of Dashboards to be developed and the max number of levels upto which data can be drilled down. 4. Please provide an approx number of MIS reports which are required	The MIS as part of the FI Solution is required for the reporting wrt to FI Solution. The reports are to be designed from various stakeholder's perspective and would require comprehensive reporting capability. Bidder may take appropriate assumptions as per their past experience. Successful Bidder may discuss with bank on the matter and Bank may take decision accordingly.
198	Scope of Work	49	Bidder shall ensure the smooth migration of complete data setup of existing FI solution (which includes FI Gateways & Two Technical Service Providers) and transition from Bank's existing FI solution to proposed end to end FI solution.	It is assumed that Bank will co-ordinate with the existing TSP to extract the data in Bidder's format. Data cleansing if any will be part of Bank's scope. Bidder shall upload the data and provide the recon reports to the Bank for verification and signoff. Please provide the volume of data to be migrated in terms of Size in GB and number of records.	As per RFP, Successful bidder may discuss with bank on the matter.
199	Scope of Work	49	Bidder shall assist the Bank in identifying potential risks in the solution, provide remedy for the identified risks, develop strategies to measure, monitor and mitigate those risks and implement new and appropriate controls. The proposed system should be capable of generating reports based on risk factors.	We understand the Bank will generate this reports to identify the risk factors from its existing SIEM Tool. We also understand that Information security team will be responsible for implementing controls to mitigate the risk identified.	As per RFP.

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200	Scope of Work	49	Bidder shall be responsible for the uptime commitment. Bank may increase or decrease number of resources at any time during contractual period.	Bank to provide sufficient notice to the bidder before increasing or decreasing the resources during the contractual period. The uptime calculation terms & conditions need to be formally agreed between bidder & bank at the time of contract signing. Request bank to confirm on the same.	As per RFP
201	Scope of Work	50	The end-to-end FI Solution should have capability to store sensitive data in encrypted form and its retrieval thereafter. The FI Solution should have capability to maintain log files / audit trail in arranged manner and its retrieval based on analytical requirements.	We assume that Bank will provide Digital Certificates and PKI system for key management for data encryption.	Yes.
202	Scope of Work	50	Bidder should provide necessary support for DR Drill activity as per the bank's schedule.	Bidder assumes two DR drills will be performed in a year.	As per RFP,
203	Scope of Work	50	There shall be requirement of Web/ Mobile based applications/module required to develop by the bidder from time to time as per requirement of bank by the bidder which will be part of scope of Bidder to be developed, installed, maintained, upgraded whenever required (not limited to): illustrative list is as under: (a)BC Life Cycle Management System – (Location approval, Selection of BC, Profiling of BC and on boarding with generation of Kiosk Operation (KO) Code, BC monitoring with geo tagging of BC movement, Centralised remuneration structure with MIS, Site inspection by Officials at BC Point) (b)Implementation of GOI/IBA/DFS schemes and Reform Agenda. (c)Monitoring of Loan account with Geo tagging and upload facility (d)Collection in Loan accounts (e)Enrollment for Micro Pension and Micro Insurance (f)Cash management module (g)Learning and Document Management module for FBCs (h)Grievance Resolution Mechanism for FBCs through Ticket management Module (i)Grievance Redressal Module for customer's at BC points. (j)Illustrative list of Services required at FBC Point is provided in Separate Appendix III).	This is an open ended scope item. The proposed scope of work to be mutually agreed as per the signed off BRD by the Bank. Any change in scope of work after BRD sign-off will be taken up as a part of Change management as per agreed Man day rate.	As per RFP, Successful bidder may discuss with bank on the matter.
204	Scope of Work	51	Bidder shall customize/modify/ develop/ upgrade end-to-end FI solution to meet the regulatory (DFS/RBI/IBA/NPCI/UIDAI etc.) requirements within a defined time period from the date of issuance of such customization/modifications/ development/ upgradation or earlier, depending upon the level of customization/modification/ development/ upgradation prescribed by the said authorities.	It is bidders understanding that any regulatory or statutory changes required after the solution going live would be taken up under the change management process of the Bank.	As per RFP, Successful bidder may discuss with bank on the matter.
205	Scope of Work	51	Bidder shall carry out all minor customisation / modification / changes of end to-end FI Gateway solution, BHIM aadhaar application etc with no cost to the bank. Bidder shall carry out Six (6) Major changes (150 mandays/ yearly) and new product customization of end-to-end FI Gateway solution, BHIM aadhaar application etc per year with no cost to the bank. The classification of changes as 'Major' or 'Minor' shall be at the sole discretion of bank, and binding on successful bidder.	Bidder proposes that Bank provision 150 man days/ year of effort for doing the minor changes in addition to the 150 mandays / year for major changes - both regulatory and non-regulatory and new product customizations to avoid any issues during the contract period.	As per RFP, Successful bidder may discuss with bank on the matter.

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206	Scope of Work	51	Bidder shall ensure not to use any Unlicensed S/Ws (Database, OS, Web Servers etc.) in any cases. Subcontract is also not allowed. If the FI Setup (DR & DC) is relocated to any other place within India, Bidder shall reinstall/re implement the whole setup without any additional cost to the bank. The shifting cost of hardware will be borne by bank.	This is an open ended requirement. It is bidder's understanding that if migration of the FI Setup is required from existing DC & DR to new DC and DR, Bank will raise a separate change request for it.	As per RFP
207	Scope of Work	51	Bidder shall maintain the complete End-to-end FI application system (FIG, Kiosk Application, Merchant Application, Recon etc.) for a period of five years after go live by deputing sufficient number of on-site resources for support. The Onsite support should be 24 X 7 and should be capable to provide resolution to regular issues, handle the database and optimize the application to maintain the application smooth and hassle free. Bank will have the option to discontinue the onsite support at any time after One year, during the contract period. However, Vendor's responsibility with respect to uptime commitment will remain the same. Bank may increase or decrease number of resources at any time during contractual period.	Database handling will be done by the Bank's Database administrator. Bank may discontinue the onsite support by providing sufficient notice to the Bidder however Bidder's ability to provide an uptime commitment is contingent upon continuation of the sufficient number of resources for onsite support as mutually agreed between the Bank and Bidder.	As per RFP
208	SECTION -IV - 4.0 Terms and Conditions of contract	73	The system to be fully compliant with ISO27001 controls, PDP/GDPR, PA-DSS guidelines	GDPR guideline are only applicable for entities operating out of EU territory. As this solution is meant for onboarding only Indian citizens and residents and no usage is envisaged for EU residents. Hence, GDPR compliance is not applicable and request bank to modify the clause.	As per RFP. GDPR not required.
209	SECTION -IV - 4.0 Terms and Conditions of contract	79	The Successful Bidder shall provide the scenarios for UAT and assist in preparing test cases including the test data to support all the Business scenarios	Bank to provide the Business Scenarios for UAT which will be reviewed by the Bidder and Bidder will assist the Bank in preparing the Test cases. Clause to be modified accordingly.	As per RFP, Successful bidder has to draw Positive & Negative Test cases and may discuss in consultation with bank on the matter.
210	SECTION -IV - 4.0 Terms and Conditions of contract	86	Integration with Database Activity Monitoring (DAM - McAfee), Privileged Identity Management (PIM - Arcos), Security Information and Event Management (SIEM - IBM QRadar) installed at Bank.	Integration with Database Activity Monitoring (DAM - McAfee or Bidder provided DAM Solution), Privileged Identity Management (PIM - Arcos), Security Information and Event Management (SIEM - IBM QRadar) installed at Bank.	As per RFP, Successful bidder may discuss with Bank on the point but decision of Bank shall be final.
211	SECTION -IV - 4.0 Terms and Conditions of contract	98	Successful bidder has to submit the proof of source code audit (Annexure-XX) within 30 days from the date of purchase order or from the date of its development/deployment in FI solution whichever is earlier that the code developed is free from any known vulnerabilities and standard coding practice including proper version control is followed during development of the code.	Request to increase the time from 30 days to 90 days from the date of successful deployment and go-live.	As per RFP
212	SECTION -IV - 4.0 Terms and Conditions of contract	101	TERMINATION FOR CONVENIENCE 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 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.	As per RFP

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
213	SECTION -IV - 4.0 Terms and Conditions of contract	101	The Bank, without prejudice to any other remedy for breach of contract, by 90 days' written notice of default sent to the Supplier, may terminate this Contract in whole or in part: a. if the successful bidder fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; b. if the successful bidder fails to perform any other obligation(s) under the Contract. c. If the successful bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. d. In case of successful Bidders revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing.	We request the bank to provide 60 days cure period to the vendor before exercising this right to terminate the contract.	As per RFP
214	SECTION -IV - 4.0 Terms and Conditions of contract	96	Successful bidders aggregate liability under the contract shall be at actual and limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender. 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 the bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.	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 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.	As per RFP
215	SECTION -IV - 4.0 Terms and Conditions of contract	96	Successful bidders aggregate liability under the contract shall be at actual and limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender. 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 the bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.	As Bidder's scope of work under this RFP is limited to delivery of Financial Inclusion solution for a period 5 years, we request the Bank to keep the liability of successful bidder capped to 24 months service fee and 3rd party claims relating to IP indemnity claims should only be excluded from the liability cap.	As per RFP,

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216	SECTION -IV - 4.0 Terms and Conditions of contract	105	Successful bidder/Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the successful bidder/Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, of such persons 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 employees, agents, contractors, subcontractors etc., by the successful bidder/Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the successful bidder/Service Provider shall be paid by the successful bidder/Service Provider 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 successful bidder's/Service Provider's employees, agents, contractors, subcontractors etc. The Successful Bidder/Service Provider 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 Successful Bidder/Service Provider's employees, agents, contractors, subcontractors etc.	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.	As per RFP
217	SECTION -IV - 4.0 Terms and Conditions of contract	97	The equipment's to be quoted as per this tender should comply with the requirements under Information Technology (IT) Act 2000 and subsequent amendments and related Government/Reserve Bank India guidelines issued from time to time.	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.	As per RFP
218	Scope of Work	44	The Bidder should host the Platform at Bank's advised premises in High Availability mode, along with DR and a minimum uptime time of 99.95% per quarter in a financial year.	1.Bank's advised premises in HA mode-Please elaborate on minimum uptime applicable, and also if this is only for business hrs or it include non-business hrs. 2.Is this only for central hardware uptime availability? 3.Is availability required at DC/DR? because other factors for availability at device end will not be under vendor control. 4.Scheduled/ planned outages for deployment, maintenance etc. should be excluded.	1. FI transactions are available for 24X7. Segregation of business and Non business hours not feasible. 2. It relates to both Hardware and the proposed Application software/solution should support High Availability mode at DC and DR Sites to maintain minimum uptime of 99.95% per quarter in a financial year. 3. availability required at DC, DR, NDR, as per RFP 4. Yes, the scheduled activity shall be excluded. Approval from bank for any planned/scheduled activities shall be taken well in advance.

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
219	Scope of Work	45	The Bidder to design & size the hardware required at Primary Data Center (Including Test/ Development/ Training environments), DR Site and Near DR Site. The Bidder to provide the complete architecture, hardware requirement for end-to-end functioning of the Platform as part of Technical bid submitted to the Bank.	Does the bank want the DR and NDR to be 100% replica of DC? Or can the bidder propose a suitable sizing for the DR and NDR based on best practices? Also please confirm that the development, Test and training environments are not required in DR and NDR setup.	Bidder may propose a suitable sizing based on the requirements of the bank. . The entire production setup needs to be replicated at both the NDR and DR sites to achieve the RTO, RPO and other SLA parameters like uptime, response time, etc. In order to recover in a disaster scenario, the solution should be capable of operating from NDR as well as DR Site. The development, Test and training environments are required only at DC environment.
220	Scope of Work	46	Bidder shall maintain response time for Application as well as APIs at agreed level, patch updates, maintaining IT securities, back up, Data Centre, Near DR, Disaster Recovery and Business continuity. The Bank shall specify its requirement in respect of each of the above items and non-performance will attract penalty at agreed rates.	Separate values for certain parameters will be required for server and client side?	Will depend upon the various applications. The same may be finalized with the successful bidder.
221	Scope of Work	48	3 applications, maintenance and provide operational support for the end-to-end FI solution as per requirement of Bank at Bank's DC / DR locations.	Hardware related issues are out of vendor scope. Application related issues (L1, L2 & L3) need to be supported by vendor at DC & DR and not at client application site, Please confirm.	Only those issues which are central in nature is to be supported by bidder.
222	Scope of Work	48	Bidder shall carry out patch management activity during the warranty/AMC period as per Bank's requirement. Since all devices/ applications are under supervision of TSP, it will be the responsibility of TSP to initiate/ develop/ test/ deploy require patch to make the solution update/ hassle free and error free.	What are the expected/ acceptable success rates for the release of patch/ updates?	Bidder should ensure for 100% success rate. Exceptions may be considered on case to case basis.
223	Scope of Work	50	All the incidental activities to the said scope will also be manned and managed by the Service Provider.	The ownership and execution of all incidental activities which are out of the predefined scope of work or agreed responsibilities of the TSP, will need to be mutually discussed and agreed upon between the Bank and the TSP.	Activities not specifically defined will be resolved mutually with the successful bidder.
224	SECTION -IV - 4.0 Terms and Conditions of contract	73	Bank reserves the right to conduct further security testing of the source code and the system by either BANK personnel or another party. Any gaps identified during this testing will be fixed by Bidder at no extra cost to Bank.	The bidder provided solution will be compliant as per the security guidelines defined and agreed upon. Any gaps arising in the earlier agreed guidelines will be fixed by the bidder but any new additional requirements will need to go through a change management process.	Security testing is a part of system audit as per guidelines and any observations shall be mitigated/complied by the Successful bidder.
225	SECTION -IV - 4.0 Terms and Conditions of contract	75	Any level / version changes and / or clarification or corrections or modifications in the above-mentioned documentation should be supplied by the Bidder to the Bank without any additional cost to Bank.	Such documentation created during the implementation done for the bank will be updated with the latest details. Historical information will not be available for any of the COTS components or accelerators which the bidder might propose.	Historical information is required for complaints related issues and for the analysis of the bank.
226	SECTION -IV - 4.0 Terms and Conditions of contract	94	Liquidated Damages on delay in Implementation: For delay beyond the implementation schedule, the bidder shall be liable for forfeiture of 1% of the payable project cost per week, as per the project implementation timelines mentioned in Section-III for every stage or part thereof subject to maximum of 10% of cost of project for the delay solely not attributable to bank. Once the Liquidated Damages (LD) crosses 10% of the cost of the project, Bank reserves the right to terminate the contract.	Please confirm that the Liquidated Damages are capped to 10% of the cost of TCV of implementation. If not, please clarify on the impacted amount.	As per RFP

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227	SECTION -IV - 4.0 Terms and Conditions of contract	101	In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.	Please include a capping of the cost at 120% of the fees of the defaulting deliverable	As per RFP
228	SECTION -IV - 4.0 Terms and Conditions of contract	112	In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing alternate staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder during the course of this assignment besides claiming an amount, equal to 10% of the contract value as liquidated damages. The Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines.	As this is a Fixed price contract with the bidder having delivery ownership with associated service levels and penalties, we believe this clause needs to be removed.	The support from the bidder needs to be maintained at the same standard till the contract period .As per RFP suggested
229	Annexure-XVII - PRE- CONTRACT Integrity Pact	168	Independent External Monitor: The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractors(s)/Subcontractors(s) with confidentiality.	Please include the below conditions: 1. Independent external monitor should not be the direct competitor of Bidder 2. Bidder will not provide cost and margin related books of accounts	As per RFP
230	SECTION-V 5.0. Eligibility Criteria	123	Functional Capability Bidder has to present Demo for each application implemented by it.	For each of the functionality listed in the table, how and what will be the score for the below scenarios: The functionality is 1) Available OTB 2) Partially available and needs to be customized 3) Fully customized - Additionally what is the expectation in this scenario for the demo?	Please see Addendum
231	SECTION-V 5.0. Eligibility Criteria	123	Functional Capability Bidder has to present Demo for each application implemented by it.	Can the demo for the specific function be outside of Financial Inclusion application?	It is the assessment of the technical capability of the bidder in any area. It may be out of Financial Inclusion area but it should correlate with the requirement in terms Financial Inclusion.
232	SECTION -IV - 4.0 Terms and Conditions of contract	88	Note:- Project cost = (Final Agreement amount) – (ATS cost + FM Cost)	Please clarify what is "FM Cost"?	Maintenance of Total FI Solution on regular basis

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
233	SECTION -IV - 4.0 Terms and Conditions of contract	96	If at the time of the supplying, installing the platform/ software 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, the supplier shall indemnify the Bank and keep it indemnified on that behalf.	If at the time of the supplying, installing the platform/ software in terms of the present contract/ order or subsequently it appears at any point of time that an infringement has occurred due to the Bidder/ Bidder representatives 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, the supplier shall indemnify the Bank and keep it indemnified on that behalf.	Since bidder has to provide support for end-to-end Fi solution , bidder has to confirm the authenticity of each item including patents, trademarks etc.
234	SECTION -IV - 4.0 Terms and Conditions of contract	104	If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this RFP. In such case, decision of the new entity will be binding on the successful bidder.	Any changes to scope or size of the work expected from the bidder due to such amalgamation will need to go through a Change request process.	As per RFP
235	GENERAL	N/A	Deemed Acceptance	Please include this clause in the RFP (T&Cs), In case the purchaser (i) does not provide any review comments within 30 days and/or (ii) starts using the Deliverables/ Systems in a live production environment for 30 days, then the Deliverables/Systems shall be deemed to be unconditionally and absolutely accepted by purchaser whether purchaser provides such acceptance certificate to the Solution Provider or not and the Solution Provider shall be entitled to receive the charges due on acceptance.	As per RFP
236	Scope of Work	48	The bidder shall install/re-install, configure/ re-configure and maintain all the required technology and infrastructure, including hardware, software, applications, maintenance and provide operational support for the end-to-end FI solution as per requirement of Bank at Bank's DC / DR locations.	If existing infrastructure of the Bank/ infrastructure procured by the bank is being utilized for this program then the responsibility of managing, monitoring and maintaining the hardware/ infrastructure should be with the Bank and should be managed by the bank.	Hardware provided by the bank will be maintained by the bank's team , however bidder shall analyse the efficacy of all the applications and also suggest for any improvement.
237	Scope of Work	48	Any customization of the FI Gateway, common Kiosks application, BHIM Aadhaar application, and any other infrastructure inclusive of reports shall be carried out during warranty and AMC/ATS period. The system shall be capable of supporting any number of CBCs.	The bidder will only be responsible for changes or customization to the components of the platform supplied by the bidder during the period of warranty and AMC/ATS. The platform will be performant upto the levels considered during the sizing of the infrastructure, if the loads are more than what was considered during initial sizing then additional infrastructure to support this must be procured at additional cost by the purchaser.	Load factor is provided in the RFP itself. Bidder has to suggest proper infrastructure sizing and architecture .
238	APPENDIX - I- Key Design Principles of proposed FI Architecture	55	To manage the risks from Infrastructure, Operations, etc. adequate security measures built-in for secured data access, data protection, blocking unauthorized access, etc. to comply with the security policies and regulations defined by RBI, NPCI, and Indian Bank etc.,	Our understanding is that the bidder is responsible for security at the application level which is being supplied by the bidder. The infrastructure and network which is being supplied by the purchaser will be managed and the security at the level will be managed by the purchaser.	In case for hardware infrastructure and network, suitable and timely suggestion from bidder is expected.

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
239	SECTION -IV - 4.0 Terms and Conditions of contract	111	The selected Bidder, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.	The selected Bidder or the purchaser, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank/ Bidder in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank/ Bidder at any time to terminate his/ her relationship with the Bank/ Bidder.	As per RFP
240	SECTION-V 5.0. Eligibility Criteria	115 - 116	The Bidder should have experience of implementing and managing Financial Inclusion Solution for at least one Scheduled Commercial Banks in India / Payment Banks in India having a total business of more than 1,00,000 crores rupees as on 31.03.2022 having minimum 500 Branches and presence in more than 5 States.	The Bidder should have experience of implementing and managing Financial Inclusion Solution for at least one Scheduled Commercial Banks in India / Payment Banks/Government Institute/Financial Institute in India having a total business of more than 1,00,000 crores rupees as on 31.03.2022 having minimum 500 Branches and presence in more than 5 States.	Please visit the bank's website for addendum.
241	SECTION-V 5.0. Eligibility Criteria	Page 122	Experience of Bidder in implementing and managing Financial Inclusion Solution for Scheduled Commercial Banks in India and its number of Branches.	Experience of Bidder in implementing and managing Financial Inclusion Solution for Scheduled Commercial Banks/Government Institute/Financial Institute in India and its number of Branches.	Please visit the bank's website for addendum.
242	GENERAL	General	General	Following Definitions are missing and required to be added: 1. "Affiliates" of either party shall mean a person or entity directly or indirectly controlling, controlled by or under common control with such party. "Control" for the purposes of this clause shall mean with respect to any person or entity, the right to exercise or cause the exercise of at least fifty per cent (50%) or more of the voting rights in such person or entity. 2. "Deliverables" shall mean the deliverable(s) or end to end Financial Solution listed and agreed in a Statement of Work which are to be created by the Bidder specifically for the Bank under the Statement of Work. 3. "Services" shall mean the technology based services to be performed by Bidder as set out in a Statement of Work. 4. Statement of Work" or "SOW" shall mean a written description of the Services and Deliverables to be provided by Bidder as agreed to between the parties from time to time. 5. "Vendor Materials" shall mean the Vendor's pre-existing IP and IP or material created by Vendor in the course of providing Services under an applicable Statement of Work without using Bank's materials or Confidential Information.	As per RFP

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
243	SECTION -IV - 4.0 Terms and Conditions of contract	74	The successful bidder has to provide necessary perpetual enterprise Licenses for end to end Financial Solution Platform which will be used for Primary Site (PR), DR Site, Development and UAT/Training. The successful bidder has to quote for all software License requirements for Primary, DR Site, Near DR and UAT/ Training implementation in their commercial Bid. Specification for end to end Financial Solution has also to be mentioned in the technical bid. The Bidder shall furnish all the software Licenses in the light of Bank's, its associates, successors etc., requirement for unlimited period and unlimited usages for implementation of the solution. The licensing policy of the solution supplied must be provided to support the licensing model & actual Licenses supplied to the Bank.	1. Bidder will provide perpetual license of its own software or any software which is specifically created for the Bank. Bidder shall provided its own license non-transferable, non-sublicensable. 2. License of any third party software shall be subject to that particular third party agreement.	As per RFP. Since Licences are perpetual in nature , after end of contract the bank shall have the right to use the same.
244	SECTION -IV - 4.0 Terms and Conditions of contract	75	The Bidder should provide on-site comprehensive warranty for the software Platform & produce documentary evidence from software OEM/ OSD of having agreed to provide back-to-back warranty and technical support for its supplied products and related services on the terms agreed between the parties.	1. Warranty period shall be 30 days from the date of delivery/installation as the case may be. 2. Bidder will not agree to provide or transfer any warranty from the OEM/OSD, this will be the subject matter of that particular agreement.	As per RFP
245	SECTION -IV - 4.0 Terms and Conditions of contract	76	Bidder shall provide the details of any 3rd party software/ applications required for installation / functioning of the platform deployed by the bidder should also be provided by the bidder	Bank acknowledges that the Deliverables may include third party materials. Nothing in this Agreement or any Statement of Work issued hereunder shall be construed to grant Bank rights to such third party materials and it shall be the sole responsibility of Bank to obtain the requisite license, unless expressly stated to the contrary in the Statement of Work. Bidder shall reasonably cooperate with Bank, at Bank's cost and expense, to secure appropriate licenses	As per RFP
246	SECTION -IV - 4.0 Terms and Conditions of contract	78	Compliance with security best practices may be monitored by periodic computer security audits/Information Security Audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The successful bidder must provide the Bank access to various monitoring and performance measurement systems. The successful bidder must provide the Bank access to the auditing menu through the application itself and facilitate the audits. The successful bidder must remedy/ mitigate all discrepancies observed by the auditors at no additional cost to the bank.	1. Bank is supposed to provide a advanced reasonable notice (minimum of 10 days) before conducting any audit/inspection and frequency shall be limited to once per year for such audits. 2. Any one conducting an audit on behalf of the Bank should not be direct competitor of the Successful Bidder. 3. Successful Bidder will not be required to provide access to its internal costs and margins, third party costs, internal audit information or any data related to other customers. 4. Bank shall bear the costs of such audits. 5. Bank shall perform audit only once in a year and during normal business hours of bidder.	As per RFP. These are the regulatory guidelines .
247	SECTION -IV - 4.0 Terms and Conditions of contract	79	The Bank shall conduct User Acceptance Test (UAT) for end to end Financial Solution to ensure that all the functional requirements are available & functioning as per RFP and the successful bidder shall support the Bank in the UAT process	1. The functional requirements shall be set forth and agreed between the parties under the applicable Statement of Work. 2. Bank is requested to complete the testing of Financial Solution within 30 days following the day on which the Financial Solution was delivered to it ("The Acceptance Period") 3. Bank is requested to report any non conformance with functional requirement as set forth in the SOW within the Acceptance period and in case Successful Bidder does not receive any notification of acceptance or the Financial Solution is used for purposes other than testing, the Financial Solution shall be deemed accepted by the Bank.	As per RFP

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
248	SECTION -IV - 4.0 Terms and Conditions of contract	79	The Successful Bidder shall be responsible for using appropriate tools for logging, managing, resolving and tracking issues and its progress, arising out of testing and ensuring that all issues are addressed in a timely manner to the satisfaction of the Bank and as per requirements mentioned in this RFP.	1. Successful Bidder requests a minimum of 15 days from the day it is notified of any non-conformance/ issues, to resolve the issue or remedy the defect and a minimum of three attempts for making the Financial Solution defect free and in accordance with the functional requirements provided under applicable Statement of Work. 2. if the issue or non-conformance is still there despite being provided with three attempts to correct the same, Bank as its sole remedy can reject such Financial Solution and ask for a refund of any advanced payments made in respect of such non conforming or defective Financial Solution	As per RFP. Selected bidder for end-to-end FI Solution has to take care of all scenarios.
249	SECTION -IV - 4.0 Terms and Conditions of contract	87	Compliance to Indian Bank's policies like IT policy, Information Security policy, etc.	Bank shall provide such policies in advance for Bidder's review.	Will be shared with the selected bidder during implementation of project.
250	SECTION -IV - 4.0 Terms and Conditions of contract	87	Enter into the obligation that in the event OEM releases a new version of software, and bank is using one of the previous versions, OEM would provide the full scope of services to the version used by bank for the period of at least 3 years & extendable further 2 years from the date of go live.	This will be the subject matter of that particular third party license agreement. Bidder cannot agree this here.	As per RFP. Bidder is requested to select OEM who may provide proper support as per Bank's SOW.
251	SECTION -IV - 4.0 Terms and Conditions of contract	88	The Bank shall make payments as follows: a) Payment for License (for Primary, NDR & DR Site) and Implementation cost: Note:- Project cost = (Final Agreement amount) – (ATS cost + FM Cost) TABLE PROVIDED b) Payment for Onsite Support: The Successful bidder has to ensure availability of the manpower requirement as per the RFP. The payment for the Cost of manpower for onsite support & dedicated L3 onsite development engineer will be payable quarterly in arrears.	The Payment terms for Time and Material Model to be added: 2. Delayed payments shall bear an interest of twelve percent (12%) per annum till the payment is made in full by the Bank 3. Bank shall reimburse the Successful Bidder or reasonable expenses incurred while performing Services provided prior approval for such expenses is obtained from Bank. Tax related Clauses to be Added: 1. Rates are exclusive of transaction taxes including, but not limited to, sales, use, value added, goods and services tax and similar taxes. Bank shall bear all transaction taxes on the Services provided under the agreement. 2. In the event Bank withholds applicable income taxes on the amounts payable to Bidder, Bidder shall remit such withholding taxes to the tax authorities and provide a certificate of withholding to the Bidder as required under applicable law.	As per RFP
252	SECTION -IV - 4.0 Terms and Conditions of contract	89	The platform proposed as part of this RFP should be maintained with back-to-back support from the OEM on 24x7x365 basis by the Successful Bidder till the end of the contract period. All payments will be released only after submission of the proof for the same along with the invoices, request for payment and other related documents.	We cannot agree this under this agreement. This will be the subject matter of that particular third party license agreement.	As per RFP
253	SECTION -IV - 4.0 Terms and Conditions of contract	89	The Bank shall have the right to withhold any payment due to the successful bidder, in case of delays or defaults on the part of the successful bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items/ activities as mentioned in functional specifications as part of Technical bid is not taken up by the bank at the time of GO-LIVE, the successful bidder to provide the functionality at later point of time without any additional cost to the Bank.	Withholding is not acceptable. We can agree to issue a credit note.	As per RFP

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
254	SECTION -IV - 4.0 Terms and Conditions of contract	90	The Bank may at any time, by a written order given to the bidder make changes within the general scope of the Contract in any one or more of the following: a) The place of delivery; and / or b) The Services to be provided by the bidder; If any such change causes an increase or decrease in the cost of, or the time required for, the Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the bidder's receipt of the Bank's change order.	1. In the event the parties do not agree to the terms of a Change Order, the Statement of Work shall continue in effect as originally executed by the parties 2. Successful Bidder may also propose changes to the scope and/or compensation under a Statement of Work and Bank is requested to consider such proposed changes in good faith.	As per RFP
255	SECTION -IV - 4.0 Terms and Conditions of contract	91	Bidder has to provide onsite comprehensive warranty providing 24x7 support around the year until GO-LIVE of entire application and migration of existing database in new solution. The comprehensive ATS for 3 years & extendable further 2 years will be applicable after the GO-LIVE.	1. Bidder proposes to provide a warranty of 30 days following the date of delivery of the Deliverable. 2. Bank to note that for non-conforming Deliverables/ Services its sole and exclusive remedy shall be replacement/ reperformance by Bidder and Bidder can at its option refund the fees paid for such non-conforming Services and Deliverables. 3. Bidder shall not be responsible for any failure to perform in accordance with the requirements of this agreement or Statement of Work if such failure results from: (i) the acts or omissions of Bank or any agent, vendor or contractor of Bank; (ii) hardware, software or system failures not attributable to Bidder's negligence; or (iii) a Force Majeure Event as defined under this agreement.	As per RFP
256	SECTION -IV - 4.0 Terms and Conditions of contract	91	The contract period will commence from the date of signing the SLA and will be valid up to a period 3 years from the date of GO LIVE & extendable further to 2 years on review by Bank. The contract is extendable / renewable further at the option of the Bank on mutually agreed terms	1. Bidder proposes to have a written contract for each renewal, so that the terms and conditions of the contract can be re-negotiated mutually. 2. Bidder shall be entitled to an annual price increase to cover the renewal period 3. Renewal should be done with a reasonable prior written notice, enabling the Bidder to take necessary steps such as arrangements for deployment of personnel, etc.	As per RFP
257	SECTION -IV - 4.0 Terms and Conditions of contract	92	The successful bidder will not subcontract or delegate or permit anyone other than the bidders' personnel to perform any of the work, service or other performance required of the supplier under this agreement without the prior written consent of the Bank. Bank at its own discretion may permit or deny the same	Bank is requested not to unreasonably deny engagement of a Subcontractor by the Bidder and there should be a list of agreed subcontractors in the agreement	As per RFP
258	SECTION -IV - 4.0 Terms and Conditions of contract	92	The successful bidder shall pass the title of ownership of the Licenses supplied under this Contract to Indian Bank on delivery of the material at the location(s) specified by bank	Is the Transfer of Ownership/ Title for Deliverable or Pre-Existing IP of Bidder? Bidder can provide the Ownership and Title of the Deliverable subject to the payment due for the same received in full from the Bank	As per RFP

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
259	SECTION -IV - 4.0 Terms and Conditions of contract	92	The Service Provider may be required to take adequate insurance cover against all kinds of risks including fidelity clause for the loss arising from acts of omission/ commission/ dishonesty of its employees and / or agents and would be required to keep the insurance policy alive at all times during the currency of the agreement. Bidder should have cyber insurance policy to cover first party and third party liability coverage to organization when cyber risk materializes and / or cyber security controls at organization level fails. The coverages established by the cyber insurance shall cover property, theft and network level security.	<p>Bidder shall maintain the Insurance policies for the term of the Agreement, however it cannot provide insurance for the acts of its agents.</p> <p>Customer to provide a proper insurance coverage limit for our review or we can suggest our decided amount for your review. We have global policies in place and we cannot exceed the limits and are bound by policy terms</p>	As per RFP
260	SECTION -IV - 4.0 Terms and Conditions of contract	93	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.	Bidder cannot agree to provide any kind of liquidated damages	As per RFP
261	SECTION -IV - 4.0 Terms and Conditions of contract	94	The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai. Compliance with labour and tax laws, etc. will be the responsibility of the service provider at their cost.	Courts of Bangalore will have the jurisdiction but can agree to Chennai	As per RFP
262	SECTION -IV - 4.0 Terms and Conditions of contract	94	<p>Liquidated Damages (LD):</p> <p>The successful bidder must strictly adhere to the schedules for completing the assignments. Failure to meet these Implementation schedules, unless it is due to reasons entirely attributable to the bank, may constitute a material breach of the bidder's performance. In the event that the Bank is forced to cancel an awarded contract (related to this RFP) due to the successful bidder's inability to meet the established delivery dates, the purchaser may take suitable penal actions deemed fit in addition to invocation of performance guarantee</p> <p>Liquidated Damages on delay in Implementation: For delay beyond the implementation schedule, the bidder shall be liable for forfeiture of 1% of the payable project cost per week, as per the project implementation timelines mentioned in Section-III for every stage or part thereof subject to maximum of 10% of cost of project for the delay solely not attributable to bank. Once the Liquidated Damages (LD) crosses 10% of the cost of the project, Bank reserves the right to terminate the contract</p>	Bidder cannot agree to provide any kind of liquidated damages, however we can agree to have service level credits in place instead of liquidated damages.	As per RFP

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
263	SECTION -IV - 4.0 Terms and Conditions of contract	94	<p>Successful bidder shall sign a Service Level Agreement with Bank.</p> <p>However Bank will classify fault/ bugs issues in production region in three categories:</p> <p>i. Severity 1: Fault/bugs which prevent the software from being used at all or affect the critical operations of the Licensee which is exclusively dependent on functioning of this application/ software.</p> <p>ii. Severity 2: Faults refer to faults/bugs which severely affect the functionality of the implemented software or affect the critical operations of the Licensee which is exclusively dependent on functioning of this application/ software.</p> <p>iii. Severity 3: These are bugs those for which workaround solutions exist and/or relate to the non-critical functionality of the implemented software.</p> <p>The successful bidder undertakes and guarantees that all the errors will be resolved in the production environment; and any failure will be subject to the penalty clause stipulated below. The classification of error types by the bank is final and is binding on the successful bidder.</p> <p>Issue Classification Warranty/ ATS Period Response Time Resolution Time* Severity 1 15 minutes 60 minutes Severity 2 61 minutes 4 hours Severity 3 > 4 hours 24 hour Penalty of Rs. 2 lakhs per hour exceeding the</p>	<p>1. Bidder cannot agree for any kind of deductions by the Bank for not meeting the SLAs, instead for missed SLA it proposes to provide a credit note.</p> <p>2. Bidder cannot provide Bank with a termination right for SLA breach, as mentioned in point 1 above it proposes to issue credit note for missed SLAs.</p>	As per RFP
264	SECTION -IV - 4.0 Terms and Conditions of contract	95	<p>a. Within 15 days of issue of Purchase Order, the successful bidder shall furnish to the Bank the Performance Security equivalent to 3% of the contract value in the form of a Bank Guarantee, valid for 69 months with further three-months claim period, in the format enclosed (Annexure-XII). Relaxation if any, extended by GOI/ competent authorities for furnishing PBG shall be passed on to eligible bidders b. The performance security submitted by the successful bidder shall be invoked by the Bank as compensation for any loss resulting from the bidder's failure in completing their obligations under the Contract.</p> <p>c. The performance security will be discharged by the Bank and returned to the successful bidder not later than thirty (30) days following the date of completion of the successful bidder's performance obligations under the Contract.</p> <p>d. Failure of the successful bidder to comply with the requirement of signing of contract and performance security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids.</p>	Bidder does not provide any kind of performance security or bank guarantee.	As per RFP

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
265	SECTION -IV - 4.0 Terms and Conditions of contract	96	Successful bidders aggregate liability under the contract shall be at actual and limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender. 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 the bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.	2. Bidder shall not be liable for any indirect, special, incidental, consequential/ punitive damages and shall not be liable for business interruption, loss of anticipated savings, loss of goodwill or reputation or loss of profits	As per RFP
266	SECTION -IV - 4.0 Terms and Conditions of contract	96	If at the time of the supplying, installing the platform/ software 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, the supplier shall indemnify the Bank and keep it indemnified on that behalf.	1. Bidder will indemnify only if such software or platform is owned by Bidder. Bidder will not indemnify for any platform or software owned by any third party. 2. Infringement has to be of valid third party IP. 3. The indemnity shall be provided for reasonable losses, costs, expenses actually awarded by the competent court. 4. All exceptions and remedies mentioned under section 4.43 below will be applicable to this section as well.	As per RFP
267	SECTION -IV - 4.0 Terms and Conditions of contract	96	The Supplier shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or software or hardware or any part thereof along with the cost bank has to incur to safeguard its position/ reputation or any loss on account of such infringement.	1. What is meant by Goods? Does it mean Deliverable? If yes, the term "Goods" can be replaced with "Deliverable" for having uniformity 2. Bidder shall not be responsible for any claims for 3rd party IP infringement claim, if it has resulted from a. Bank's specifications b. 3rd party software, where the Bidder's use of such software has been in accordance with relevant licensing terms c. modification of the Deliverables unless made by Bidder d. use or incorporation of the Deliverables in a manner for which they were not designed; or e. use or combination of the Deliverables with items not provided by Bidder 3. This indemnity is Bidder's entire obligation and liability and Bank's sole and exclusive remedy with respect to any infringement of a 3rd party IP rights by the Deliverables 4. To be Added: Bank shall indemnify, defend and hold harmless Bidder against all liability, claims, costs, losses, damages, and expenses incurred by Bidder arising from or related to any claim, suit, or action brought against Bidder by a third party for infringement or misappropriation of a third party's copyright, patent, trade secret or other intellectual property rights by any intellectual property provided by Bank to Bidder under this Agreement.	Goods and Deliverables have same meaning for this RFP. Others As per RFP.

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
268	SECTION -IV - 4.0 Terms and Conditions of contract	97	<p>Intellectual Property Rights (IPR):</p> <p>While the successful bidder/ OEM shall retain the intellectual property rights for the application software, it is required that successful bidder shall grant the perpetual License to the bank for the bank's exclusive use without limitation on the number of users. The successful bidder shall place the source code of customizations done for the bank (and the procedures necessary to build the source code into executable form) for the application software, in escrow with a reputable agency (a bank or established software escrow firm in India) acceptable to the Bank during the contract period.</p> <p>Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No License under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.</p> <p>Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.</p> <p>In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for the Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed product.</p> <p>The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims at the expenses of the indemnifying party. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.</p> <p>The bidder acknowledges that business logics, work flows, delegation and decision</p>	<p>1. What is meant by application software? Bidder can agree to transfer the intellectual property rights for the Deliverables subject to payment received in full from the Bank. 2. Escrow agent to be mutually agreed by the parties. 3. what is meant by Inputs? Bidder cannot agree to provide such warranty. It can only indemnify for third party intellectual property infringement claims. 4. Following to be added with respect to Intellectual Property rights under the Deliverables: (i) Ownership of Deliverables. All rights, title, and interest, including all associated intellectual property rights including any modifications, enhancements or derivatives, in the Deliverables rests with the Bank and upon Bank making the and payment of charges due to Bidder for the same. (ii) If Bidder Materials are embedded in the Deliverables or used by the Bidder in the performance of the Services and required by Bank to receive the benefit of the Services, Bidder grants to Bank a non-exclusive, non-transferable, revocable, royalty free license for the term of the applicable SOW for the Bank's internal use of the Services in which they are used or as part of the Deliverables in which they are embedded as the case may be. Nothing contained in this Agreement shall be construed to grant Bank any right to use or exploit such Bidder Materials in its stand-alone form separate and apart from the Deliverables and/or the Services. (iii) To the extent Bidder is required to use open source software or licenses in the performance of Services, the parties agree that it shall only be with Bank's prior written consent. Notwithstanding anything in this Agreement, where Bank has provided such consent Bidder disclaims liability arising out of use of such open source software or licenses. Any proprietary commercial off the shelf software of the Bidder shall only be licensed subject to a separate license agreement.</p>	As per RFP
269	SECTION -IV - 4.0 Terms and Conditions of contract	100	<p>In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the bidder shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services. The bidder shall maintain the FI solution with same capability, capacity and outcome, as it was doing before expiry of term, till complete transformation and written communication by the bank in the matter.</p>	<p>The Bidder shall provide post termination assistance at the cost of Bank, and not for more than a 90 days period from the termination. Cost to be determined by and shared at that point of time.</p>	As per RFP
270	SECTION -IV - 4.0 Terms and Conditions of contract	101	<p>Bank, by 90 days' written notice sent to the Successful bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the bank's convenience, the extent to which performance of the Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>The Goods that are complete and ready for shipment within thirty (90) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>(a) to have any portion completed and delivered at the Contract terms and prices; and / or</p> <p>(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.</p>	<p>The Bank shall be required to pay:</p> <p>(i) for all the Services rendered to it by the Bidder upto the effective date of termination which also includes work in progress</p> <p>(ii) any termination fees as agreed in the applicable Statement of Work</p>	As per RFP

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
271	SECTION -IV - 4.0 Terms and Conditions of contract	101	<p>The Bank, without prejudice to any other remedy for breach of contract, by 90 days' written notice of default sent to the Supplier, 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 period(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 successful bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>d. In case of successful Bidders revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing.</p> <p>'For the purpose of this clause "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.</p> <p>In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>	<p>1. The right for termination for default can be exercised by Bank only for defaults which have resulted in a material breach of the agreement by the Bidder.</p> <p>2. Cannot agree for termination for point a.</p> <p>3. For point b. it should be restricted only to such failure of performances by the Bidder which result in a material breach</p> <p>4. For any material breach that can be remedied, Bidder seeks an opportunity to cure the material breach within 30 days from the date of notice of such breach by the bank.</p> <p>5. Bidder should also be entitled to terminate the agreement for default by Bank by providing a notice of 30 days. Also if Bank fails to make the payments when due under the Agreement, Bidder is entitled to either suspend the performance of the Services unless payment is received from the Bank or terminate the Agreement.</p> <p>6. In event of termination by either party for default, Bank shall pay the Bidder all amounts due for Services rendered up to the effective date of termination</p>	As per RFP
272	SECTION -IV - 4.0 Terms and Conditions of contract	102	<p>The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure</p>	<p>In the light of COVID-19 Pandemic, below language added:</p> <p>a. In the event of an Force Majeure, Bidder shall be entitled to allow its employees to work and perform Services from its employees' home using hardware (laptop or desktop or thin client) provided by Bidder or the Bank to that is personal to the employee ("Work from Home")</p> <p>b. When Bidder personnel connect directly via internet using a Bank provided asset or personal asset, the Bank shall be responsible for the security measures of their remote access infrastructure and Bank assets provided to Bidder or Bidder personnel.</p>	As per RFP
273	SECTION -IV - 4.0 Terms and Conditions of contract	102	<p>If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received or complete transition / handover to the in-coming Vendor / Service Provider.</p>	<p>1. Parties should be entitled to terminate the agreement if the Force Majeure event continues for more than 60 days.</p> <p>2. If Bank terminates the agreement due to a Force Majeure Event, it shall be liable for the payment to the Bidder for all the Services rendered upto the effective date of termination.</p>	As per RFP

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
274	SECTION -IV - 4.0 Terms and Conditions of contract	103	<p>Bidder will be exposed to internal business information of the Bank, affiliates, and / or business partners by virtue of the contracted activities. The Bidder / their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data / information. After termination of the contract also the successful bidder / supplier shall not divulge any data/ information collected from the Bank during the project.</p> <p>The supplier will have to enter into a Non-Disclosure agreement (Annexure-XIV) with the Bank to safeguard the confidentiality of the Bank's business information, legacy applications and data.</p> <p>The successful bidder and its employees either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the business or operations without the prior written consent of the Bank.</p> <p>The successful Bidder and its employees shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location. The successful Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The successful Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location.</p>	<p>1. The clause for Confidentiality shall be made mutual. Bank is equally responsible for maintaining the secrecy of Confidential Information of Bidder shared under this agreement.</p> <p>2. The Bank shall also either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the business or operations without the prior written consent of the Bidder and all the obligations applicable to Bidder under this clause shall be applicable to the Bank with respect to Confidential Information of Bidder in Bank's possession.</p> <p>3. Bank and Bidder may disclose Confidential and only to its employees or consultants on a need-to-know basis. 4. Definition of Confidential Information to be added: Confidential Information as used in this Agreement shall mean any and all technical and non-technical information, including but not limited to business plans, business forecasts, research, financial information, procurement requirements, purchasing requirements, manufacturing, customer lists, vendors, sales and merchandising efforts, marketing plans, experimental work, development, design details, specifications, engineering, patents, copyrights, trade secrets, proprietary information, methodologies, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae, in any way related to the current, future and proposed business, products and services of either of the parties.</p> <p>5. Exceptions to Confidential Information to be added: Information shall not be deemed Confidential if it is: (i) publicly available prior to this Agreement or becomes publicly available without a breach by the receiving party; (ii) rightfully received by the receiving party from third parties without accompanying confidentiality obligations; (iii) already in the receiving party's possession and was lawfully received from sources other than the disclosing party; (iv) independently developed by the receiving party; or (v) approved by the disclosing party for release, in writing.</p> <p>6. The secrecy of the Confidential Information disclosed pursuant to this Agreement shall be maintained for a period of five (5) years following its disclosure.</p> <p>7. In case of breach, the affected party shall have the right to seek injunctive relief, which relief shall not exclude any other recourse provided by law.</p> <p>8. Bidder shall be entitled to disclose Confidential Information if requested by governmental or statutory authorities without an obligation to notify Customer if such notification is prohibited by law.</p> <p>9. On termination or expiry, parties are required to promptly deliver to the other party all Confidential Information of the other party then in such party's possession upon request by the other party and an retain a copy for archival purposes or if required to be retained by law.</p>	As per RFP
275	SECTION -IV - 4.0 Terms and Conditions of contract	103	<p>In connection with the work or any the provisions of other Terms, if the successful bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank or contravenes any terms, in such eventuality, the Bank may after giving notice in writing to the successful bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the successful bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the successful bidder.</p>	<p>Bank is requested provide a prior reasonable written notice of 30 days to the Bidder, and Bidder shall try to make good the failure within such 30 day period.</p>	As per RFP

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
276	SECTION -IV - 4.0 Terms and Conditions of contract	104	<p>Inspections and Tests:</p> <p>The Purchaser or its representative(s), RBI or any Statutory bodies, shall have the right to visit and /or inspect any of the Bidder's premises to ensure that software / code provided to the Bank is secured. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained/ authorized for these purposes.</p> <p>Any charges payable to the Purchaser's representative designated for inspection shall be borne by the Purchaser.</p> <p>Should any inspected or tested Goods/software fail to conform to the Specifications, the Purchaser may reject the Goods/software, and the Supplier shall make alterations necessary to meet specification requirements at no additional cost to the Purchaser.</p> <p>The Purchaser's right to inspect, test and, where necessary, reject the Goods or software after the delivery shall in no way be limited or waived by reason of the software having previously been inspected, tested and passed by the Purchaser.</p> <p>The supplier 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 operations and records related to services provided to the Bank, in the presence of representatives of the supplier, at any point of time giving advance notice. RBI or persons authorized by it shall access the records of Bank and the supplier related to this agreement and cause inspection</p>	<p>1. The representatives of the Bank shall not be direct competitors of the Bidder.</p> <p>2. the right to audit and inspect shall be limited to once per year and is subject to a prior reasonable notice of minimum 10 days</p> <p>3. Costs for inspections and audits shall be borne by the Bank</p> <p>4. the Bidder in no event shall be compelled to provide for audit purposes its internal costs and margins, expenses, third party costs, internal audit information or any data related to its other customers.</p>	As per RFP
277	SECTION -IV - 4.0 Terms and Conditions of contract	105-106	<p>Successful bidder/Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the successful bidder/Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, of such persons 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 employees, agents, contractors, subcontractors etc., by the successful bidder/Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the successful bidder/Service Provider shall be paid by the successful bidder/Service Provider 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 successful bidder's/Service Provider's employees, agents, contractors, subcontractors etc.</p> <p>The Successful Bidder/Service Provider 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 Successful Bidder/Service Provider's employees, agents, contractors, subcontractors etc.</p> <p>The bidder shall also indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad.</p>	<p>1. Bidder cannot agree to provide the Indemnity mentioned under this clause</p> <p>2. What does goods mean? Bidder cannot agree to indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad. It can only indemnify when a Deliverable infringes any third party patent, trademark or industrial design rights.</p>	As per RFP

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278	SECTION -IV - 4.0 Terms and Conditions of contract	109	That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, so far as the Bidder is aware of, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Bank indemnified in relation thereto.	The warranty provided under this Section cannot be acceptable to Bidder, as Bidder is providing indemnity to Bank in case of Infringement of any third party IP by the Deliverables or Services to be provided under the agreement.	As per RFP
279	SECTION -IV - 4.0 Terms and Conditions of contract	110	Any intellectual property arising during the course of the execution under this contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank.	Bidder cannot agree to provide this warranty.	As per RFP
280	SECTION -IV - 4.0 Terms and Conditions of contract	111	Solicitation of Employees: The selected Bidder, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.	1. Non Solicitation clause shall be made mutual. Bank shall not directly or indirectly employ any personnel of the Bidder who have been directly involved in the provision or receipt of the services during the term of their involvement and for a minimum of 12 months thereafter. 2. This clause shall restrict the employment/appointment/hiring of only those employee or Personnel of the other party who were involved in the provision of Services. 3. The restriction shall be applicable only for the term of such personnel's involvement in and for a minimum of 12 months thereafter 4. This restriction does not apply to personnel who are hired by a party in response to a bona fide advertisement to the public at large, so long as the personnel was not directed to the advertisement or was otherwise invited to apply.	As per RFP

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
281	SECTION -IV - 4.0 Terms and Conditions of contract	111	<p>Substitution of Team Members:</p> <p>The BID should also contain resource planning proposed to be deployed for the project which includes inter-alia, the number of personnel, skill profile of each personnel, duration of employment etc.</p> <p>During the assignment, the substitution of key staff identified for the assignment shall not be allowed to leave the assignment unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing alternate staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder during the course of this assignment besides claiming an amount, equal to 10% of the contract value as liquidated damages.</p> <p>The Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines</p>	<p>Bidder cannot agree to Termination for Bank's dissatisfaction with the substitution of the key staff. Bidder shall ensure to provide the staff of same level of qualifications and expertise. This cannot be agreed to- must be for a specific period not exceeding 3 months and subject to exceptions like- termination, death, shift in roles, leaves, etc.</p>	As per RFP
282	GENERAL			<p>Assignment Clause Added:</p> <p>Neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of other party.</p> <p>Bank hereby consents to Bidder assigning all or some of its Receivables under this Agreement to a third party ("Bank") and Bidder is hereby notifying Bank of such assignment. For the sake of clarity, the term "Receivables" is hereby defined as any amounts due from the Bank under an invoice raised by the Bidder or Services delivered under this Agreement. Further, Bank acknowledges that Bidder may share limited excerpts of this Agreement and other details directly relating to the Receivables on a "need to know" basis with the Bank (third party) subject to appropriate confidentiality undertakings by the Bank (third party).</p>	As per RFP

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
283	Annexure-XIV: Non-disclosure Agreement,	157	<p>Confidential Information:</p> <p>"Confidential Information" means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.</p> <p>Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.</p> <p>Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show:</p> <p>a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party,</p> <p>b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it, from the Disclosing Party,</p> <p>c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or</p> <p>d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.</p>	<p>1. Confidential Information shall also include prototypes, models, documents and other materials embodying information provided by either Party to the other.</p> <p>2. Confidential Information shall include such information that is disclosed orally or visually to the receiving party if the same is confirmed in writing to the receiving Party by referencing the date and type of information disclosed</p> <p>3. Confidential Information shall also include any information obtained by examination, testing or analysis of any hardware, firmware or software provided by disclosing party to the receiving party.</p> <p>4. Exception to Confidential Information to be added: If such Confidential Information was approved in writing to be disclosed by the disclosing party</p> <p>5. to be Added: The parties hereby expressly agree that Confidential Information shall include any information proprietary to the Parties and their respective Affiliates meaning any corporation or other business entity with respect to which a Party directly or indirectly owns or controls more than 50% of the voting stock, or has the right or power to designate or elect the majority directors or other management personnel or otherwise has the right or power to control its operating management decisions.</p>	As per RFP
284	Annexure-XIV: Non-disclosure Agreement,	158	<p>a) Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.</p> <p>b) The bidder shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above. The company shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Company agrees to notify the Bank immediately if it learns of any use or disclosure of the Bank's confidential information in violation of the terms of this agreement. c) The bidder shall not make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval.</p>	<p>1. Points b and C should be mutual. Bank is expected to follow the same with respect to the Confidential Information of the Bidder that has been shared with the Bank.</p> <p>2. the bidder shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment, Affiliates, director, officers who have a need to access and knowledge of the said information, solely for the purpose authorized above. The company shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Company agrees to notify the Bank immediately if it learns of any use or disclosure of the Bank's confidential information in violation of the terms of this agreement.</p>	As per RFP

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285	Annexure-XIV: Non-disclosure Agreement,	159	This Agreement shall be effective from the date hereof and shall continue till termination of business relationship between the Parties. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof. Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential for a period of five years after expiry of contract	1. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof, except a copy required for archival purpose. 2. Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential for a period of five years from the date of its creation.	As per RFP
286	Annexure-XIV: Non-disclosure Agreement,	160	Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph	Provided the receiving party shall be allowed to retain one copy for the archival purposes.	As per RFP
287	Annexure-XIV: Non-disclosure Agreement,	160	This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.	Prior written Consent of the other party is required before assigning any right under the Agreement.	As per RFP
288	Annexure-XIV: Non-disclosure Agreement,	160	The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Chennai, Tamil Nadu. All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement or in discharge of any obligation arising out of the Agreement shall be settled amicably. If the parties are not able to solve them amicably, either party (the Bank or Successful Bidders) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Successful Bidder shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Arbitration proceeding shall be held at Chennai (Place of Arbitration), India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English. Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal / other legal recourse.	1. Bidder proposes the disputes arising out of this Agreement to be submitted to the jurisdiction of the courts/tribunals in Bangalore, Karnataka. 2. Bidder proposes the Place of Arbitration to be Bangalore.	As per RFP
289	Annexure-XIV: Non-disclosure Agreement,	161	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.	Cannot agree to provided any indemnities under the NDA. Injunctive relief can be agreed to as provided under Section 8 of the NDA. This will be the matter of MSA.	As per RFP
290	GENERAL	General	General	Page 48 of 56 No Consortium allowed	No, Consortium is not permitted as part of this RFP.

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291	Appendix - IV - Project Completion Milestone	62	Project Completion Milestone	Are the project completion milestones flexible, can they be changed based on the implementation plan from the bidder, if yes how much flexibility will be provided	Bidder may suggest their plan to bank. But project completion timelines cannot be extended.
292	SECTION-II 2.0 INSTRUCTION TO BIDDERS	38	In the 2nd stage, Functional and Technical Capability has to be demonstrated by the Bidder by showcasing their developed applications.	Can bidder use different application to give a demo of different functional and technical requirements?	It is the assessment of the technical capability of the bidder in relevant areas.
293	SECTION-II 2.0 INSTRUCTION TO BIDDERS	39	Bank shall only call those bidders, for online Reverse Auction (Rank Based Bid), who are qualified for Technical Evaluation and final presentation as a part of the selection process as per Point 2.7 (Phase 1) & 2.8. Bank shall adopt 70:30 formula for Techno-commercial evaluation. A minimum of 100 marks in aggregate and 50% in all stages of Technical Evaluation shall be required for the Bidders for selection into online Reverse Auction (Rank Based Bid) commercial Bidding Phase. Bank shall adopt a combination of both Technical and Commercial evaluation process detailed in 2.12.	As we understand, its a QCBS scoring using 70:30 for technical and commercials. Also, there will be a reverse auction process. Is lowest bidder post reverse auction process not declared a winner? Will the commercials from all technical qualified bidder post reverse auction be taken for calculation of final score using 70:30 QCBS evaluation process? Kindly clarify	Bank may decide on case to case basis mutually agreed terms with selected bidder.
294	Scope of Work	44	The term of agreement shall be for a period of 3 years from the date of GO-LIVE extendable further to 2 years on review by Bank.	It is assumed that, there will be a revision in price for the 2 years extended price. These revised prices will be agreed between the bank and bidder	As per RFP
295	Scope of Work	48	Bidder shall provide necessary assistant to the field functionaries to make the application operational at FBC/Bank Location.	It is assumed that, this support will be from a central location and not on the field for each bank / FBC location. Kindly confirm	Agreed
296	Scope of Work	48	Any customization of the FI Gateway, common Kiosks application, BHIM Aadhaar application, and any other infrastructure inclusive of reports shall be carried out during warranty and AMC/ATS period. The system shall be capable of supporting any number of CBCs.	1. What is the maximum limit of CBCs that we are envisaging. Kindly confirm. 2. Are kiosks application, BHIM Aadhar applications etc. already available and bidder needs to do only customizations in it? Kindly confirm	As per RFP
297	Scope of Work	49	Bidder shall extend their full support/assistance of Internal and External Audits and mitigation of audit observations within the stipulated Timelines as per bank's policy.	How many audits will be carried out in a year?	As per Bank's / Regulatory guidelines.
298	Scope of Work	51	Bank will have the option to discontinue the onsite support at any time after One year, during the contract period. However, Vendor's responsibility with respect to uptime commitment will remain the same. Bank may increase or decrease number of resources at any time during contractual period.	If Bank decides to increase or decrease number of resources at any time, it will impact bidders responsibility towards uptime commitment	Bank may decide on case to case basis.
299	Scope of Work	51	Bidder shall carry out all minor customization / modification / changes of end to-end FI Gateway solution, BHIM Aadhaar application etc. with no cost to the bank. Bidder shall carry out Six (6) Major changes (150 mandays/ yearly) and new product customization of end-to-end FI Gateway solution, BHIM Aadhaar application etc. per year with no cost to the bank. The classification of changes as 'Major' or 'Minor' shall be at the sole discretion of bank, and binding on successful bidder.	Definition and estimation model of Major and Minor should be mutually agreed between Bank and the bidder. How many minor changes need to be factored in per year with no cost to the bank and what will be the size of these minor changes in terms of mandays?	As per RFP
300	Scope of Work	51	Bidder shall ensure not to use any Unlicensed S/Ws (Database, OS, Web Servers etc.) in any cases. Subcontract is also not allowed.	It is requested to allow subcontracting for lower end work like L1 support, L2 support etc. and onsite support at field	As per RFP.
301	Scope of Work	46	The TSP needs to integrate with internal systems such as Core Banking Solution/FRMC/Aadhaar Vault along with FIG and external systems such as NPCI, FinTech, etc., on ongoing basis.	Any scope need to be covered under "etc." needs to be taken as change request.	As per RFP. Will be discussed with the selected bidder.
302	Scope of Work	46	The TSP will be responsible for the uninterrupted performance of the application deployed, by providing technical support including additional requirement, which may arise during the period of contract.	Additional requirement need to come as change request	As per RFP

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303	Scope of Work	46	The selected bidder shall provide an end to end financial inclusion solution setup to the Bank. The architecture shall be compatible to Android/ IOS/ Window. The solution shall support following but not limited to :- A. Laptop, Tablets, Integrated Mobile Device (Android and Windows) & Desktop	Is scope needs to be limited to type of devices, it cannot be unlimited.	Additional Mobile & Desktop / Laptop models may be included based on the availability in the market.
304	Scope of Work	46	Hardware Security Module (HSM) based key management system	This should be part of hardware and to be provided by bank.	Bank will provide.
305	Scope of Work	46	The bidder shall provide necessary technology for the Aadhaar Enabled Payment System/ATM Cards/ HHT based financial inclusion projects including:- A. Biometric Standards and Authentication B. Aadhaar Enable Payments C. Card based Authentication & transaction D. UPI/ IMPS/ NEFT/ RTGS/ Bhim Aadhar/ Bill Payment/ QR Code	Please provide the details of HHT based financial inclusion projects .	It is for the enhancing the capability of the processor for handling huge volume of the transactions. Bidder has to suggest suitable architecture.
306	Scope of Work	48	Bidder should integrate the End to End FI solution with Bank's Core Banking Solution (CBS), ATM Switch, Aadhar Vault, IMPS Switch, FRMC, MIS, Call center as well as with NPCI/UIDAI and/or any other Govt. organization as required by Bank.	Definition of "any other" need to be closed. Bank should arrange for standard procedures/documents/APIs followed by other organization.	As per RFP. This requirement is as per the regulatory guidelines. Bank will provide the required coordination support.
307	Scope of Work	48	Bidder shall ensure that the proposed software applications should meet the current guidelines & / or standards issued by DFS/RBI/IBA/NPCI/UIDAI/IDRBT etc., for implementation of Financial Inclusion initiatives and should continue to comply with any new initiatives/amendments/changes made to these standards by the above referred authorities. It should also be ensured to make it compliant of various Policy/ guidelines to be issued by Bank including FRMC.	1.Solutions can be complained with mentioned guidelines/standards, "etc." has to be detailed for submission of response. 2.Complying with new initiative/ amendment/changes/policy changes to be done under change request. 3.Any additional infra, OS, database, licenses etc. required for any change request need to be provided by bank.	As per RFP.
308	Scope of Work		The bidder shall install/re-install, configure/ re-configure and maintain all the required technology and infrastructure, including hardware, software, applications, maintenance and provide operational support for the end-to-end FIsolution as per requirement of Bank at Bank's DC / DR locations.	Installation and maintenance of hardware will be responsibility of bank.	As per RFP.
309	Scope of Work	48	The Bidder shall ensure on-site support for resolving Hardware issues , Application , System software issues, User Application Testing (UAT), Deployment , certification with regulatory bodies , installation which includes Gateway solution, Operating System (OS) and Database related issues, including re-installation of OS, Databases and other software's mentioned in the Scope, due to any reason what-so-ever, during warranty and AMC/ATS period.	Hardware issues need to be managed by bank. Other issues to be managed by vendor from central location/DC/DR only.	Hardware which are not supplied by selected bidder are not part of their scope, however proper functioning of application has to be ensured by TSP and TSP has to notify the Bank in case of any issue which may related to Hardware not supplied by selected Bidder. Bidder to provide support from Central location.
310	Scope of Work	48	Any customization of the FI Gateway, common Kiosks application, BHIM Aadhaar application, and any other infrastructure inclusive of reports shall be carried out during warranty and AMC/ATS period. The system shall be capable of supporting any number of CBCs.	1. All customization to be detailed during implementation phase and further customization during warranty and AMC/ATS to be taken under change request. 2.For proper hardware sizing maximum number of CBCs should be informed by bank.	As per RFP. No. of CBCs/BF shall be 25 as per present estimation.

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311	Scope of Work	48	The end-to-end FI solution should have support of bill generation for FBC and Bank Mitras based on combination of variables/performance /fixed pay structure and commission, charges on monthly / quarterly basis. The proposed solution should also be capable to track the accommodating transactions based on various logics/Scenarios for accommodating transactions. The system should also provide capability for calculation of Merchant Discount Rate (MDR) for BHIMAadhaar transactions.	All the functional requirements given in brief in RFP to be further detailed for submission of response.	As per RFP. Will be considered on case to case basis upon mutually agreed with the selected bidder.
312	Scope of Work	49	Bidder shall ensure the smooth migration of complete data setup of existing FI solution (which includes FI Gateways & Two Technical Service Providers) and transition from Bank's existing FI solution to proposed end to end FI solution	Please elaborate on existing FI solution, size and data design.	Details already provided in RFP in section1 & 2. Approximate Data size is 4TB.
313	Scope of Work	49	Bidder shall monitor the utilization of hardware resources on regular basis and suggest suitable upgradation / replacement of hardware (if any required) to avoid any business loss due to system performance issue. The utilization of the hardware resources should be shared with the bank on regular basis.	Hardware need to be monitored for utilization/ performance/ upgrade/replacement/addition by bank.	Performance issue shall be measured by bidder wherever hardware constraints is noticed , the same has to be notified to the bank.
314	Scope of Work	49	Facilities Management services shall be provided as per bank's requirement. Facilities Management Services will commence from the date of go live.	Please elaborate facilities management services. This is not in scope for vendor.	Facility Management includes all the support and services post Go Live of the solution.
315	Scope of Work	49	Bidder shall be responsible for the uptime commitment. Bank may increase or decrease number of resources at any time during contractual period.	Vendor should not be responsible for uptime commitment, if resources(any type of resource) are reduced below the agreed level.	As per RFP. Bidder has to notify to the bank for any hardware malfunctions/ crunch.
316	Scope of Work	50	There shall be requirement of Web/ Mobile based applications/module required to develop by the bidder from time to time as per requirement of bank by the bidder which will be part of scope of Bidder to be developed, installed, maintained, upgraded whenever required (not limited to):	Whatever missing from points 'a' to 'i' and table provided in appendix III to be taken up as change request.	As per RFP.
317	Scope of Work		Bidder shall customize/modify/ develop/ upgrade end-to-end FI solution to meet the regulatory (DFS/RBI/IBA/NPCI/UIDAI etc.) requirements within a defined time period from the date of issuance of such customization/modifications/ development/ upgradation or earlier, depending upon the level of customization/modification/ development/ upgradation prescribed by the said authorities.	To be taken as change request and timelines should be mutually agreed after receiving the requirement.	As per RFP
318	Scope of Work	51	Bank will have the option to discontinue the onsite support at any time after One year, during the contract period. However, Vendor's responsibility with respect to uptime commitment will remain the same. Bank may increase or decrease number of resources at any time during contractual period.	1.Bank to provide standard/good working facilities to onsite support team. 2.For bank's decision of discontinuing onsite support an advanced notice of minimum 3 months, need to be provided by bank and support setting up ODC at vendor location. 3.Cost of connectivity to DC ,DR & NDR locations from vendor facility need to be borne by bank.	As per RFP. Will be considered on case to case basis upon mutually agreed terms with the selected bidder.
319	Scope of Work	51	Any customization of the end-to-end FI Gateway solution, BHIM Aadhaar application, and any other infrastructure inclusive of reports has to be carried out during warrantee and AMC/ATS.	Any customization after go-live need to be taken as change request.	As per RFP, The Bank may consider to take up any changes after acceptance of solution via Change Management process. Bidder will be responsible to fix any defect or deficiency in the functionality or regulatory guidelines as per agreed requirement without any additional cost to Bank.

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320	Scope of Work	51	Bidder shall carry out all minor customization / modification / changes of end to-end FI Gateway solution, BHIM Aadhaar application etc. with no cost to the bank. Bidder shall carry out Six (6) Major changes (150 mandays/ yearly) and new product customization of end-to-end FI Gateway solution, BHIM Aadhaar application etc. per year with no cost to the bank. The classification of changes as 'Major' or 'Minor' shall be at the sole discretion of bank, and binding on successful bidder	Any customization after go-live need to be taken as change request.	As per RFP
321	Scope of Work	52	Bidder shall ensure not to use any Unlicensed S/Ws (Database, OS, Web Servers etc.) in any cases. Subcontract is also not allowed.	Please confirm, if what can be done by subcontracted resources along with vendor's own resources.	As per RFP.
322	Scope of Work	52	Bidder shall reinstall/re implement the whole setup without any additional cost to the bank.	Additional cost will be required for this.	As per RFP.
323	Scope of Work	52	With the expansion of bank business through FBC channel by the way of increase in customer base or geographical expansion, the load will increase. Hence, the architecture/applications should be capable and scalable of handling increased load, as well as storing data and managing processes in a performant manner. Bidder should ensure that the capacity shall be upgraded/changed in size or scale without any disruption of the services.	If the load/growth increases beyond the projected numbers as per RFP, the cost of additional hardware/infra and solutions improvising need to be borne by bank	Agreed
324	Scope of Work	52	In case there is a change in TSP either before completion of Term or on the completion of term, the bidder has to perform its duties to successful functioning of End To End Financial Inclusion Solution till another entity takes over the functioning or till Bank decides as if there is no change in entity. The bidder will support the new entity to take over the FI Solution upto complete logical solution.	Timeline during which new entity need to take over has to be agreed between bank and vendor. if that timeline goes beyond the contract period, commercials for that period also to be agreed separately.	As per RFP.
325	SECTION -IV - 4.0 Terms and Conditions of contract	80	Recovery Point Objective (RPO) for DR - ZERO Recovery Time Objective (RTO) for DR - 120 min	Assume these are for critical services, please confirm	Bidder has to ensure the availability of application 24X7 and any critical failure should be handled as per SLA.
326	Scope of Work	51	Bank may engage the Business Facilitators (BF) who does not manage the FBCs but generates leads / business with/ or without integration to FIG and FI technical Solution.	Need detailed scope on functionality requirements.	As per RFP. Will be discussed with the selected bidder.
327	Scope of Work	51	Provision for integration with Fintech Cos/ Aggregators should be developed for on boarding BF's/ Service point as per requirement of the bank.	Need detailed scope on functionality requirements.	As per RFP. Will be discussed with the selected bidder.
328	GENERAL		Email & SMS delivery for various functionalities	Bank has to provide email and SMS gateway with desired capacity.	Agreed
329	APPENDIX - I - Key Design Principles of proposed FI Architecture	56	FI solution should have separate application for customer response. SMS will be send to all those customers getting service at BC point. There should be option for capturing mobile number before initiation of transaction (optional). After completion of transaction, system will send a URL to the customer on his registered mobile or mobile number provided by the customer. Service will initiate 2 hours after completion of transaction.	Is provisioning, maintenance, data collection reports etc. for survey part of vendors scope?	As per RFP. Will be discussed with the selected bidder.
330	Scope of Work	45	Bidder shall be required to provide descriptions of hardware including specification which should be compatible with Bank's requirements and future planning. Bidder has to provide all other software, middleware etc. for End to End FI Solution and will upgrade and maintain as required.	Is the bidder responsible for upgrades and providing updates to various System Software such as Operating System, Virtualization Software, Container Orchestration Platform, Security Software etc.	Bidder is expected to suggest wherever any upgrade/update is required. Bank will provide the necessary support.
331	SECTION -IV - 4.0 Terms and Conditions of contract	87	Solution must integrate with the Bank's existing network and security solutions.	What kind of Networking Software(s) shall be provided by the bank	Bidder is expected to suggest wherever any upgrade/update is required. Bank will provide the necessary support.

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332	SECTION -IV - 4.0 Terms and Conditions of contract	87	Solution must integrate with the Bank's existing network and security solutions.	What are the various Security Software & Appliances that shall be provided by the bank	The end to end FI solution is compatible with the existing network and security solution. The selected bidder will have to analyse and study the existing network and security solutions and customize FI solution accordingly. Selected bidder is required the study/analyse the existing architecture and suggest for suitable solution.
333	Scope of Work	44	General	Procurement of hardware and commissioning the same given the semiconductor shortage within 3 months may not be practical. Has the same been evaluated	Bank will discuss the same with selected bidder.
334	SECTION -IV - 4.0 Terms and Conditions of contract	84	The successful bidder will be required to implement all four environments for the solution i.e. Production/ Primary Site, Disaster Recovery (DR) Site, Near DR Site, Development and Test.	What is the proposed sizing for NON PROD Environments in terms of PRODUCTION Capacity- Example is DR 100% of PROD, What is the recommendation for test and development environment	To be proposed by selected bidder.
335	SECTION -IV - 4.0 Terms and Conditions of contract	71	The Bidder should be able to automate unit testing, functional testing and nonfunctional testing (e.g. performance test, security test) and integrate them into the pipeline.	In which environment is Performance Testing envisaged to be carried out ? Will Performance Testing & Certification have to be done on 100% capacity or scaled down capacity	Final testing and certification has to be carried out on 100% capacity.
336	Scope of Work	44	The successful bidder shall design the Platform with high availability & secure infrastructure in Data Centre (DC), Disaster Recovery (DR) site and Near DR Site as per Industry accepted security standards and best practices.	Will the bank be responsible for providing all Network Related Services including the internet bandwidth and DC-DR-NDC Bandwidth ? Who is responsible for monitoring bandwidth usage	Bank will provide the same.
337	SECTION -IV - 4.0 Terms and Conditions of contract	77	The system should be capable of keeping online data of at least 3 years. Thereafter, the system should provide purging & archival of data. The response time at server end should be always less than 2 second. During the agreement period, if at any stage, it is found that the Platform provided by The Bidder is not able to give the requisite performance as per the sizing parameters (i.e., up time above 99.95% and response time < 2second) the Bidder shall have to provide additional hardware, software without any additional cost to the Bank. The hardware proposed for the Platform should not exceed 70% of CPU(s), Memory(s), Hard Disk(s) utilization levels at any given point in time during the TCO	The response time is just not a function of server capacity. It may be due to various reasons. Expectation of beefing hardware and software license(s) in the eventuality of not meeting the response time of 2 seconds may be qualified to a greater detail and toned down.	Selected bidder has to suggest proper architecture and other setup requirement to meet the desired response time .
338	Appendix – VI Device Management and Protection	65	Device Management and Protection	Will Window Based WEB Kiosk, Tab, Mobile device and Micro ATM Devices provided and commissioned by the bank ? If so how many such devices shall be provided for NON PRODUCTION Environment ? Who is responsible for firmware update and software updates on these devices ?	Appendix – VI is indicative for TSP bidder . All devices will be at FBC points. The solution should be capable of monitoring and control of end point devices.
339	Appendix – VI Device Management and Protection	65	Device Management and Protection	Please clarify if monitoring End User Device Management is in the scope of TSP? What are the envisaged roles and responsibilities of TSP in this regard. How many devices are envisaged	The solution should be capable of monitoring and control of end point devices.
340	SCHEDULE-B - Definitions	16	Technical Service Provider shall develop FI Solution for Bank, integrate/ provide CBCs/FBCs the FI Solution on behalf of Bank, maintain FI Gateway, integrated with bank's CBS/ other data source and providing various functionalities available at FBC point to serve the banking and financial needs of customer.	Please provide details on what are the API(s)/Services exposed by the CBS of the bank	As per RFP. Will be discussed with the selected bidder.

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Sno.	Major Head	Pg No.	RFP Text	Query from prospective Bidders	Reply/Clarification from Bank
341	SCHEDULE-B - Definitions	16	Technical Service Provider shall develop FI Solution for Bank, integrate/ provide CBCs/FBCs the FI Solution on behalf of Bank, maintain FI Gateway, integrated with bank's CBS/ other data source and providing various functionalities available at FBC point to serve the banking and financial needs of customer.	Please provide clarity on the integration infrastructure of the bank leveraging which the proposed FI solution shall be integrated with CBS of the bank	As per RFP. Will be discussed with the selected bidder.
342	SCHEDULE-B - Definitions	16	Technical Service Provider shall develop FI Solution for Bank, integrate/ provide CBCs/FBCs the FI Solution on behalf of Bank, maintain FI Gateway, integrated with bank's CBS/ other data source and providing various functionalities available at FBC point to serve the banking and financial needs of customer.	Should the proposed solution have to integrate with the bank's directory service (AD) ? Where are the identity and authentication details of BC(s) being maintained as of now	The proposed solution should be integrated with the bank's AD services. Will be discussed with the selected bidder. Bidder to propose a suitable solution for managing the identities and authentication for BCs / CBCs.
343	Scope of Work	46	The TSP needs to integrate with internal systems such as Core Banking Solution/FRMC/Aadhaar Vault along with FIG and external systems such as NPCI, FinTech, etc., on ongoing basis.	Please provide volumetric information of Traffic to be generated via API Integration for integration with Fintech Companies and Market Place Integration. How many market place integrations are envisaged? What kind of integrations are envisaged.	Bidder may take appropriate assumptions as per their past experience. Successful Bidder may discuss with bank on the matter and Bank may take decision accordingly.
344	Appendix – VI Device Management and Protection	65	Device Management and Protection	Please clarify - KIOSK Application is a Web Browser Based Application accessible via the Windows Kiosk.	Yes
345	Scope of Work	44	General	Please provide technical details on the existing FI solution including architecture	Selected bidder may study the present technical details, Bank will provide required support.
346	Scope of Work	44	General	Please provide volumetric information on the existing FI solution including number of users, number of tables in the database and volume of data to be migrated to the new solution	Details are provided in Scope of Work
347	Scope of Work	49	Bidder shall be responsible for the uptime commitment. Bank may increase or decrease number of resources at any time during contractual period.	Please provide more clarity on " Bidder shall be responsible for the uptime commitment. Bank may increase or decrease number of resources at any time during contractual period"	Bank will decide depending on the performance, Requirement on case to case basis and will be mutually agreed with the selected bidder.
348	Scope of Work	49	The end-to-end FI Solution should have capability to generate robust and customizable MIS to meet the requirements of the bank /BIG data/ BI/ AI on the basis of data routing through it and data brought from other channels. Capability should be for development of Dashboard having architecture to present composite information drilling down to micro data level. . It should have capability to generate reports for reconciliation of transactions at the end of the day and end of the month.	Please provide more details on AI capability envisaged in the solution	Will be discussed with the selected bidder.
349	Scope of Work	50	BC Life Cycle Management System – (Location approval, Selection of BC, Profiling of BC and on boarding with generation of Kiosk Operation (KO) Code, BC monitoring with geo tagging of BC movement, Centralized remuneration structure with MIS, Site inspection by Officials at BC Point)	Please provide more clarity on requirements around "BC monitoring with geo tagging of BC movement"	Location of the BC during service period will be captured for monitoring and analysis.
350	SECTION -IV - 4.0 Terms and Conditions of contract	94	For delay beyond the implementation schedule, the bidder shall be liable for forfeiture of 1% of the payable project cost per week , as per the project implementation timelines mentioned in Section-III for every stage or part thereof subject to maximum of 10% of cost of project for the delay solely not attributable to bank.	Request you to change the last sentence from "...thereof subject to maximum of 10% of cost of project for the delay solely not attributable to bank." to "...thereof subject to maximum of 10% of cost of project for the delay solely attributable to bidder."	As per RFP

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351	SECTION-V 5.0. Eligibility Criteria	123	Bidder should be ISO27001 / CMMI 3 level Certified	Request you to change the criteria from CMMI 3 level to CMMI 5 level	As per RFP
352	GENERAL		FI solution	The experience layer for a bank needs continuous evolution and hence we strongly recommend that the bank should go for a flexible open source based custom solution. The current RFP is favouring a COTs driven approach which may be restrictive and tactical.	As per RFP. Bidder has to present Demo and Presentation based on their technical capability to meet the requirement for FI Solution of the bank. Any application available with Bidder must meet Scope of Work in complete and any deviation is not permitted..
353	GENERAL		Demo of application	Please clarify if the demo is required of work done in the past or a POC/Prototype for Indian Bank FO requirements	It is the assessment of the technical capability of the bidder in relevant area.
354	GENERAL	44	Timeline of implementation	We request the bank to reconsider the timeline as the proposed timeline and milestones in the RFP are not practical.	Bidder may suggest their plan to bank. But project completion timelines cannot be extended.
355	SCHEDULE-A Important Dates and Information on RFP Submission - :Point 5	12	Bid Security (EMD) for Rs.2,00,00,000 (Rupees Two Hundred Lakh Only) to	Please request the bank to Exempt on EMD for MSE/NSIC registered Bidders	Pl check Bank's website for Addendum
356	SECTION-V 5.0. Eligibility Criteria	115	4The Bidder must have an average annual turnover of minimum Rs.150 crores during last 03 (three) financial year(s) i.e. FY 2020-21, FY 2019-20 and FY 2018-19.	Request the bank to relax to 45Cr Average Turnover	Please visit bank's site for Addendum.
357	SECTION-V 5.0. Eligibility Criteria	115	5The net worth of the Bidder should be positive for the previous three financial years. i.e. FY 2020-21, FY 2019-20 and FY 2018-19 and minimum average should be more than Rs.150 Crores.	Request the bank to relax to 45Cr Average Turnover	Please visit bank's site for Addendum.
358	SECTION-V 5.0. Eligibility Criteria	115	9.Bidder should have experience of minimum 5 years in providing Financial Inclusion Solution.	Financial inclusion, Can it be FI gateway solution, Please clarify.	FI Gateway is included in FI Solution
359	SECTION-V 5.0. Eligibility Criteria	116	10. The Bidder should have experience of implementing and managing Financial Inclusion Solution for at least one	We have completed the project, we have submit PO for the same.	As per RFP
360	SECTION-V 5.0. Eligibility Criteria	116	Scheduled Commercial Banks in India / Payment Banks in India having a total business of more than 1,00,000 crores rupees as on 31.03.2022 having minimum 500 Branches and presence in more than 5 States.	We have completed the project, we have submit PO for the same.	As per RFP
361	SCHEDULE-A Important Dates and Information on RFP Submission - :Point 5	12	Bid Security (EMD) for Rs.2,00,00,000 (Rupees Two Hundred Lakh Only) to	Request the bank to exempt us from payment of EMD as an MSE/NSIC registered Bidder	Please visit bank's site for Addendum.
362	SECTION-V 5.0. Eligibility Criteria	115	4The Bidder must have an average annual turnover of minimum Rs.150 crores during last 03 (three) financial year(s) i.e. FY 2020-21, FY 2019-20 and FY 2018-19.	Request the bank to relax to Rs.45 Crores Average Turnover during the last 3 financial years	Please visit bank's site for Addendum.
363	SECTION-V 5.0. Eligibility Criteria	115	5The net worth of the Bidder should be positive for the previous three financial years. i.e. FY 2020-21, FY 2019-20 and FY 2018-19 and minimum average should be more than Rs.150 Crores.	Request the bank to relax to Rs.45 Crores minimum average network	Please visit bank's site for Addendum.
364	SECTION-V 5.0. Eligibility Criteria	116	10. The Bidder should have experience of implementing and managing Financial Inclusion Solution for at least one Scheduled Commercial Banks in India / Payment Banks in India having a total business of more than 1,00,000 crores rupees as on 31.03.2022 having minimum 500 Branches and presence in more than 5 States.	We have completed the project. Can we submit only the PO for the same?	As per RFP
365	Annexure-XVII - PRE- CONTRACT Integrity Pact	169	3. If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.	This clause of the RFP suggests that Consortium approach to participation in the Bid is permitted. Please confirm	No, Consortium is not permitted as part of this RFP.
366	SCHEDULE-A Important Dates and Information on RFP Submission - :Point 5	10	Cost of RFP	Our understanding is that the MSE/NSIC registered bidders are exempted from payment of cost of RFP. Please confirm	Exemption are there as per Guidelines

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367	Section I - Invitation for Bid	32	Point (e) Margin of Purchase Preference	Not clear. Kindly provide example	As per RFP, Guidelines in respect of Make in India
368	SECTION -IV - 4.0 Terms and Conditions of contract	89	Item 14 of Payment Terms table	Our understanding is that the final 20% that remains as balance will be paid along with the 5% of project cost shown as apayble on 'successful running of 12 months'. Please confirm.	Please see Addendum