

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

S.No	Group	Page No	Para No.	Description	Query details	Bank's response/clarification
1	CERT In	12	89	CERT-IN	It Says CERT-IN empanelled auditor's report mentioning the clause, which clause to be mentioned? Does this also apply to Beyond Banking Solution providers?	Please refer the amendment notice for the related revised clause.
2	Submission	93	ANNEXURE-XV	Bid Security Form	Bid Security form to be submitted on letterhead or as a bank guarantee?	This form is project specific. Details will be shared with the selected bidder.
3	Average Turnover	26	8	The bidder must have an average turnover of minimum Rs.2 crores during last 03 (three) financial year(s) i. e. FY 2022-23, FY 2021- 22 and FY 2020-21 for its Indian operations	Our query is that is this cumulative turnover of 3 financial years or individual year wise turnover? for MSMEs / Startups with Udyam Certificate can this clause be relaxed? Due to COVID - 20-21 and 21-22 have been hit for a lot of edtech vendors in terms of revenue & profitability. Request your consideration on this.	RFP is self-explanatory. Please refer the amendment notice for the related revised clause.
4	Eligibility	28	Eligibility Criteria, Point-7	Bidder should have experience of minimum 2 years as on the date of RFP in providing similar services for which the bidder is submitting the bid	Some of the digital solutions are new in the market and are only implemented by NPCI initiatives. Our proposed solution is also under implementation and hence request you to kindly relax the clause and allow bidders with no experience to participate for this RFP.	No change.
5	Eligibility	28	Eligibility Criteria, Point-8	The proposed Fintech solution (Applied category of Fintech Solution – Section III) should have been implemented for at least one registered organisation/company/institution The platform should be in use /live as on date of publishing RFP	Some of the digital solutions are new in the market and are only implemented by NPCI initiatives. Our proposed solution is also under implementation and hence request you to kindly relax the clause and allow bidders with no experience to participate for this RFP.	No change.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

6	Scope of work				we seek clarification on whether our experience in Credit Co-operative Society solutions aligns with the specified category outlined in your RFP. We kindly request your guidance on whether we are eligible to proceed with our current experience and submit our application for consideration.	Kindly refer Section III- Scope of work. Solution similar to the sub-category applied for will be considered.
7	Eligibility	29	Point 10	The bidder should have at least 20 technical resources in India (10 Technical resources for start-up/MSE) on its roles across areas such as Technical Architecture, Engineering/ Development/ Testers, Design Engineers, Business Analyst (in Banking Domain etc.) – as on the date of RFP	The Solution that we are working on does not need such a large team, request a waiver on this, since the platform solution that we provide is common to all banks, hence we are able to have a very lean technology team.	No change.
8	Networth	27	Point 4	The net worth of the bidder should not be negative during last 3 Financial Years (i.e. 2020-21, 2021-22 and 2022-23). and also (ii) should not have eroded by more than 30% (thirty percent) in the last three financial years (i.e. 2020-21, 2021-22 and 2022-23) ending on 31.03.2023.	Since we don't have Positive network, is it possible to get a waiver, we are already providing services to 8 Banks in India, including 2 Nationalised Banks.	Please refer the amendment notice for the related revised clause.
9	Eligibility	28	Eligibility Criteria Point No- 7	Copy of the purchase order and / or Certificate of completion of the work. The Fintech company should also furnish letter from the institution quoting the period and nature of services provided. Details to furnished as per Annexure-XIII.	As per evaluation criteria point no -9 of page number 30 mentioned MSE and Start-ups are exempted for turnover and experience criteria. Please clarify Start-ups are 100% exempted from experience criteria.	Please refer the amendment notice for the related revised clause.
10	Turnover/ex perience	30	Evaluation Criteria Point No- 9	The condition of prior turnover and prior experience may be relaxed for MSE and Start-ups (as defined by Government guidelines) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document.		Please refer the amendment notice for the related revised clause.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

11	Submission	-	-	The bidder must have an average turnover of minimum Rs.2 crores during last 03 (three) financial year(s) i. e. FY 2022-23, FY 2021-22 and FY 2020-21 from its operations in India.	Our average turnover for 2020-2021 was less than 2 Crores as we started our business from Nov 2020. Other years our turnover was way more than 2 Crores	Please refer the amendment notice for the related revised clause.
12	CertIn	29	12	There should be adequate safeguards built in its IT systems to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data.	Please specify the documents required to be submitted	Please refer the amendment notice for the related revised clause.
13	Eligibility	29	11	The entity must demonstrate arrangements to ensure compliance with the existing regulations / laws on consumer data protection and privacy by RBI, SEBI, IRDAI and any other regulatory authority of India	Please specify the documents required to be submitted	RFP is self explanatory.
14	CertIn	29		There should be adequate safeguards built in its IT systems to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data.	1. We are applying for development category? Will CertIn audit certificate is applicable to us? 2. Softmate into service section , Do we required this certificate?	Please refer the amendment notice for the related revised clause.
15	Turnover/experience	30		The condition of prior turnover and prior experience may be relaxed for MSE and Startups (as defined by Government guidelines) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document.	1.Is turnover criteria applicable to start up? 2. Can we apply if we are startup?	Please refer the amendment notice for the related revised clause.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

16	MSE	24	3	MSE/ NSIC registered bidders are exempted from submitting the bid cost. Such bidders should submit the copy of registration certificate and other documents as proof which should be valid for the current period, along with declaration as per Annexure – VIII duly signed by company secretary/ Director of the concerned enterprise.	Please confirm if the below attached Udyam certificate qualifies to be considered under the pre-bid amount exemption i.e. INR 5000/-	RFP is self explanatory.
17	Scope of work	35	8	Fintech working as Aggregators	Clarity required if the expectation is for the fintech to be an Account Aggregator or Payment Aggregator	Fintech working as aggregators but not limited to Account Aggregator and Payment Aggregator.
18	Submission	89	6	Self-Declaration on Fintech company's Letterhead signed by the authorized signatory.	Clarity required on the expectation involved as the same requirement is updated under Pg 89, point (5)	RFP is self explanatory. Kindly refer ELIGIBILITY CRITERIA (Point 8)
19	Submission	89	13	GeM seller ID or Undertaking from the bidder on bidder's letterhead signed by the authorized signatory of the bidder.	Kindly elaborate on the requirement	RFP is self explanatory.
20	Submission			No Query	In continuation to the below email, we kindly request you to waive off Rs. 5,000/- (Pre-bid amount), considering our status as a Micro and Small Enterprise (MSE) and a startup company	Bid cost is exempted for MSE's only as per Govt guidelines subject to submission of valid documentary proof.
21	Scope of work	35	8	Fintech working as aggregator	It is requested to clarify is this category is for data aggregation and fintech analytics services	Kindly refer Section III- Scope of work. Solution similar to the sub-category applied for will be considered.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

22	Submission	6	II	Information regarding RFP will also be available on CPP Portal https://eprocure.gov.in/cppp/ and no paper publication will be done for Clarifications, Modifications and Date of Extensions. However, Clarifications, Modifications and Date of Extensions if any, will be published in website: https://www.indianbank.in and e-procurement portal https://www.tenderwizard.com/INDBANK only.	It is requested to clarify if we need to register and do online submission of bid via the portal: https://www.tenderwizard.com/INDBANK	RFP is self explanatory.
23	Eligibility			Implementation Experience (Purchase Order along with Completion certificate to be submitted) Total no. of projects executed/ implemented/ completed under the applied category as on date of RFP	Request relaxation on the clause as there are multiple Fintech ideas which have yet not been implemented. This clause will not allow us to suggest those clauses to the bank.	No Change.
24	Evaluation	25	4 Presentation / Demo	(iii) Demo on projects/use cases / solutions / products / services	It would be challenging for bidder's to get various stakeholders at mutual time for showcasing Demo/use cases of different solutions. Request the Bank to ask for demo later during category specific RFP/RFQ for by empanelled bidders.	No Change.
25	Evaluation	25	4 Presentation / Demo	(iv) Architecture - Deployment Type / System Compatibility / Infrastructure	Request the Bank to ask for Architecture later during various category specific RFP/RFQ for by empanelled bidders.	No Change.
26	Last Date of Submission	4	4	Last Date of Submission/ Closing Date in Online & Offline Mode: 26/12/2023 3:00PM for both online bid and offline document submissions.	Request the Bank to extend the submission date by 10 days from the date of publishing the pre-bid clarifications on the Banks website.	Please refer the amendment notice.
27	NDA	80	ANNEXURE-VI	Non-Disclosure Agreement	Trust that the NDA is to be provided later by the successfully empanelled bidder.	RFP is self explanatory. Kindly refer RFP Document Page No 17: Section 1 and Page No:42, Section III,Point No 13. Signing of Contract Form and NDA.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

28	Submission	89	ANNEXURE -XI	POA or certificate to the effect that the Authorized Signatory has authority to bind the company to be uploaded with BID.	Trust a Board Resolution authorising the Authorized Signatory will also serve the purpose.	RFP is self explanatory.
29	Submission	93	ANNEXURE-XV	BID SECURITY FORM	Trust this annexure is not applicable to this RFP.	This form is project specific.Details will be shared with the selected bidder.
30	Eligibility	19	2	"The successful empanelled Fintech company/vendor shall not be allowed to subcontract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority"	How will Indian Companies who purchase only hardware from China be treated under this clause ?	RFP is self explanatory.
31	Evaluation	25	2	Implementation Experience (Purchase Order along with Completion certificate to be submitted) Total no. of projects executed/ implemented/ completed under the applied category as on date of RFP Marks > 3 12 2 to 3 8 1 5	In case of multiple catagories being applied for having varied number of projects per catgy how will the overall marks be calculated ?	RFP is self explanatory.
32	Networth	27	4	The net worth of the bidder should not be negative during last 3 Financial Years (i.e. 2020-21, 2021-22 and 2022-23). and also (ii) should not have eroded by more than 30% (thirty percent) in the last three financial years (i.e. 2020-21, 2021-22 and 2022-23) ending on 31.03.2023	Request to remove the criteria of 30% erosion as due to the nature of business, we have to invest heavily into technology development from time to time	Please refer the amendment notice for the related revised clause.
33	Z	28			Please clarify for the points 9 and 10 – These are stated on page no 28 of RFP documents. There is no format given for these points, therefore, how should we go about this.	RFP is self explanatory.
34	Submission	6	10	Physical Copy of the Bid?	1. Only DD has to be submitted physically and no Bid Documents/Annexures are needed to be sent offline?2. If the Cost of the Bid has been paid digitally, the proof of transfer can be mailed on fintech@indianbank.co.in or it has be sent offline?	RFP is self explanatory,please refer Page No - 5,6, 'schedule A' point no 9 and 10.Bid Documents need to be uploaded through online mode only.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

35	Submission	62	1	Section-V: Technical & Functional Requirements	In this Annexure, the "Project Name" can be what the fintech is proposing or is there any list where it has to be chosen from?	Please refer the amendment notice for the related revised clause.
36	Submission	72	1	Annexure-IV: Performance Security Format	Is this applicable for this RFP?	RFP is self explanatory.
37	Submission	73	1	Annexure-V: Pre-Contract Integrity Pact	Is this applicable for this RFP?	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
38	Submission	89	6	Annexure-XI: Checklist for the RFP	Point 6: Self-Declaration on Fintech company's Letterhead signed by the authorized signatory. Is there any format?	RFP is self explanatory.
39	Submission	89	9	Annexure-XI: Checklist for the RFP	Point 9: Bidder should specifically certify OEM/Make in India in this regard on company letter head. Is there any format?	RFP is self explanatory.
40	Submission	89	10	Annexure-XI: Checklist for the RFP	Point 10: Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder. What does this undertaking pertain to?	RFP is self explanatory. Kindly refer ELIGIBILITY CRITERIA (Point 8)
41	Submission	89	11	Annexure-XI: Checklist for the RFP	Point 11: Self- undertaking on company's letter head and demo/presentation during the evaluation. What does this self-undertaking pertain to?	RFP is self explanatory. Kindly refer ELIGIBILITY CRITERIA (Point 8)
42	Submission	89	12	Annexure-XI: Checklist for the RFP	Point 12: Cert-in Empanelled auditor's report mentioning the clause. Which clause?	RFP is self explanatory. Kindly refer ELIGIBILITY CRITERIA (Point 8)
43	Submission	89	13	Annexure-XI: Checklist for the RFP	Point 13: GeM seller ID or Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder.	RFP is self explanatory. Kindly refer ELIGIBILITY CRITERIA (Point 8)

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

44	Submission	89	14	Annexure-XI: Checklist for the RFP	Point 14: POA or certificate to the effect that the Authorized Signatory has authority to bind the company to be uploaded with BID. What is BID here?	RFP is self explanatory. Kindly refer ELIGIBILITY CRITERIA (Point 8)
45	Eligibility	28	S. no-8	The bidder to submit copy of the purchase order & satisfactory letter to the effect that the solution is implemented and working satisfactorily from the respective organisation / company/ institution	Do we need to submit both PO and satisfactory letter or PO is enough?	RFP is self explanatory.
46	Evaluation	25	S. no -2	(purchase order along with completion certificate to be submitted)	Can project complete sign-off email be submitted as proof in case the certification is not available?	Latest Satisfactory letter/email to the effect that the solution is implemented and working satisfactorily from the respective organisation/company/institution can be submitted.
47	Evaluation	25	S. no -3	Employees on rolls (domain professionals) self-declarations to be submitted.	Pls define domain professionals for SaaS product company ? is this limited only to product developers ? or even implementation employees? Customer success?	Please refer the amendment notice for the related revised clause.
48	Evaluation	25	S. no-4	Presentation / Demo	This presentations copy has to be submitted now as a part of empanelment or to be submitted later on shortlisting?	Presentation/Demo is the part of evaluation process.
49	Evaluation	NA	NA		Will there be separate Technical RFP for the selected domain?	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

50	NDA	17	3	All selected vendors from the empanelled list shall be required to execute an agreement for being empanelled and a non-Disclosure agreement as per Annexure VI.	Does this mean the NDA to be signed only after empanelling or do we need to submit the signed NDA as part of this RFP?	RFP is self explanatory. Kindly refer RFP Document Page No 17: Section 1 and Page No:42, Section III,Point No 13. Signing of Contract Form and NDA.
51	NDA	80	NDA		Can we suggest changes in NDA if required?	No change.
52	Scope of work	34		Digital journey based on local languages	How many languages (need specific language confirmations)	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
53	Scope of work	34		Consent & Communication management solution.	Which are the channel of outbound communications	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
54	Scope of work	34	Section-III	Digital journeys solution provider	Do we need to submit any compliance to this? Or provide any product details? What is expected as a deliverable to this scope? Or this is only for reference?	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
55	Submission	42	13-signing of contract form and NDA		Understanding is this has to be signed post empanelment and need not to be submitted as part of this RFP submission ? pls reconfirm.	RFP is self explanatory.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

56	Submission	33	Point 17- registration in GeM Portal	Non-registered bidders must register themselves in GeM portal within 30 days from the date of empanelment and an undertaking for the same is to be submitted with the bid document of this RFP	Understanding is the bidder need not register on GeM portal until shortlisted by the bank? Pls reconfirm	Empanelled Fintech Companies need to share the seller id of Gem Portal and if not registered in GeM portal , Empaneled Fintech companies need to register themselves in the Gem Portal within 30 Days of empanelment.
57	Submission	60	Print c& e	c. all supporting documents and product literature in support of technical specifications.d. relevant brochures. compliance to technical specifications as per technical bid .	Point C & E , there is no technical specification mentioned in this RFP Understanding is this will be done as domain specific RFQ for shortlisted vendor.	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
58	Submission	60	2.5 offline submission	In addition to uploading the documents in our e-tendering portal, bidders should also submit the following in a sealed envelope	Do we need to also do offline submission or online is enough?	RFP is self explanatory,please refer Page No - 5,6, 'schedule A' point no 9 and 10. Bid Documents need to be uploaded through online mode only.
59	Submission	62		Section-V technical and functional requirements	Since this is empanelled RFP, the technical and functional requirements are not mentioned in here. Do we need to still submit this?If YES, we are not aware of the payment terms, project timelines, etc. so how do we confirm to this.	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
60	Submission	67	Empanelment category		Is it yes / no response for the category? Or do we need to provide explanation?	Corresponding Sub Category/ies to be specified against which the bidder is submitting the bid.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

61	Submission	93	Bid security form		Is this applicable for this RFP?	This form is project specific. Details will be shared with the selected bidder.
62	Eligibility	28	point no. 7	Bidder should have experience of minimum 2 years as on the date of RFP in providing similar services for which the bidder is submitting the bid	Request the bank to modify this criteria to "The bidder Should have implemented and go-Live with the proposed solution in atleast one nationalised bank"	No change.
63	Eligibility	28	8. Eligibility Criteria Point No:08	The proposed Fintech solution (Applied category of Fintech Solution – Section III) should have been implemented for at least one registered organisation/company/institution. The platform should be in use /live as on date of publishing RFP	Requesting the bank to accept a satisfactory performance certificate/Purchase order in the name of the bidder or its wholly-owned subsidiary company or group company. As per stated in the clause no: 13 Bid and Proposal Ownership If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion: a) Bids submitted by holding company and its subsidiary company; b) Bids submitted by two or more companies having common director/s c) Bids submitted by partnership firms / LLPs having common partners d) Bids submitted by companies in the same group of promoters/management etc. We have the relevant work experience, some are in the name of the bidder or some are its wholly-owned subsidiary company and some are in name of group company. So, We hereby accept a satisfactory performance certificate/Purchase order in the name of the bidder or its wholly-owned subsidiary company or group company. Bidder will provide the self-declaration about its wholly-owned subsidiary company or group company.	Please refer the amendment notice for the related revised clause.
64	Eligibility	30	10. General Evaluation Criteria Point (d)	Bidders can apply for empanelment under either one sub-category, multiple subcategories or all the sub-categories from the Section –III, depending on the eligibility/ experience of the bidder.	To achieve empanelment in a specific category, must the entity meet the evaluation criteria exclusively for that sub-category/Use case, or will it be evaluated comprehensively particular categories?	Presentation/Demo will be evaluated based on sub-category/ies for which they have submitted bid.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

65	Evaluation	25	7. Evaluation CriteriaPoint 03	Implementation Experience	We request bank to accept the experience of delivering technology services in instances where it was bundled with other services.For example, providing eKYC solutions integrated with financial inclusion and doorstep banking solutions	Bidder need to submit Relevant documentary proof against the category/sub category for which bid has been submitted.
66	Evaluation	25	7. Evaluation Criteria Point 03	Employees on Rolls (Domain Professionals) Self declaration to be submitted. HR strength- % of Skillset (Domain Professional on Payroll/Total employees on Payroll)	In the expansive organizational structure, individuals contribute across various divisions, resulting in a relatively lower overall percentage of domain professionals. Instead of quantifying this in terms of a percentage of domain professionals, we propose an alternative approach, suggesting that the evaluation criteria be based on the number of employees involved, specifically advocating for recognition when a minimum threshold, such as 30 to 40 domain-specific professionals, is met. Given that the implementation of digital solutions often does not necessitate a large team size and can be efficiently executed with a smaller group, we kindly request the bank to consider awarding full marks for teams with a size of at least 25 members.	Please refer the amendment notice for the related revised clause.
67	Evaluation	25	7. Evaluation CriteriaPoint 02	Implementation Experience	We understand that if any case if satisfactory execution certificate not obtained, bidder can provide the statement of self declaration for the same along other supporting document such as Purchase Orders, User Acceptance Sign-offs etc.	RFP is self explanatory.
68	Evaluation	NA	General Query	General Query	We hereby request that kindly accept all the supporting documents related to the preliminary evaluation, Technical evalution etc. submitted by either Bidder/Group company/ its wholly-owned subsidiary company	Please refer the amendment notice for the related revised clause.
69	Evaluation	NA	General Query	General Query	Is it permissible to bid for a specific category in which the company lacks experience but has the corresponding product outlined in its roadmap? Kindly confirm.	Please refer the amendment notice for the related revised clause.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

70	Networth	27	8. Eligibility Criteria Point No:04	The net worth of the bidder should not be negative during last 3 Financial Years (i.e. 2020-21, 2021-22 and 2022-23). and also (ii) should not have eroded by more than 30% (thirty percent) in the last three financial years (i.e. 2020-21, 2021-22 and 2022-23) ending on 31.03.2023.	Request the bank not to consider this as an eligibility criteria since being fintech company, building a positive net worth takes some time	Please refer the amendment notice for the related revised clause.
71	Scope of work	34	SECTION – IIIBroad Scope of Work – Empanelment of Fintech companies for providing software applications/solutions & support services	Digital Payment Solution provider	Will it be close loop wallet, that will only be use to top-up the amount on the wallet to future uses	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
72	Scope of work	34	SECTION – III Broad Scope of Work – Empanelment of Fintech companies for providing software applications/solutions & support services	Digital Payment Solution provider	what are the different type of mode to fund the wallet?	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
73	Scope of work	34	SECTION – IIIBroad Scope of Work – Empanelment of Fintech companies for providing software applications/solutions & support services	Digital Payment Solution provider	Will all the mode to fund the wallet example PG will be provided by Bank ?	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

74	Scope of work	34	SECTION – III Broad Scope of Work – Empanelment of Fintech companies for providing software applications/solutions & support services	Digital Payment Solution provider	will Bank provide settlement API to settlement of fund from wallet to Account?	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
75	Scope of work	34	SECTION – III Broad Scope of Work – Empanelment of Fintech companies for providing software applications/solutions & support services	Digital Payment Solution provider	Will the solution be hosted on the Bank premise (data center)	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
76	Scope of work	34	SECTION – III Broad Scope of Work – Empanelment of Fintech companies for providing software applications/solutions & support services	Digital Payment Solution provider	May I know the database which will be used by Bank?	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

77	Scope of work	34	SECTION – III Broad Scope of Work – Empanelment of Fintech companies for providing software applications/solutions & support services	Digital Payment Solution provider	All the required infra and software licenses provided by the Bank ?	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
78	Scope of work	34	SECTION – III Broad Scope of Work – Empanelment of Fintech companies for providing software applications/solutions & support services	Digital Payment Solution provider	Will the SMS gateway provided by the Bank ?	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
79	Scope of work	35	SECTION – III Broad Scope of Work – Empanelment of Fintech companies for providing software applications/solutions & support services	Marketplace connector solutions	Does the bank will provide the licence and infra for third party components such as CMS, Database and OS etc ?	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

80	Scope of work	35	SECTION – III Broad Scope of Work – Empanelment of Fintech companies for providing software applications/solutions & support services	Merchant Solution Provider	Will the Bank AUA Pipe will be used for Aadhar based on boarding ?	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
81	Scope of work	35	SECTION – III Broad Scope of Work – Empanelment of Fintech companies for providing software applications/solutions & support services	Merchant Solution Provider	Will the PAN Validation API will be provided by the Bank?	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
82	Submission	60	2.5. OFFLINE SUBMISSIONS	The bidder is requested to submit the required original documents in a Sealed Envelope on or before 26/12/2023, 03.00 PM to the address mentioned under point no. 4 of [A] (Important Dates and Information on RFP Submission) of schedule of this tender.	Is this need to be an physical submission or bidder can courier the same? Kindly confirm.	RFP is self explanatory, please refer Page No - 5,6, 'schedule A' point no 9 and 10. Bid Documents need to be uploaded through online mode only.
83	Submission			NA	1. As a group company with multiple subsidiaries, we are yet to arrive at a decision of participating company, in line with that can we procure a single tender document and participate in the pre bid meeting ?	Please refer the amendment notice for the related revised clause.
84	Eligibility	28	7	Bidder should have experience of minimum 2 years as on the date of RFP in providing similar services for which the bidder is submitting the bid.	Request the bank to keep minimum experience of 1 year	Please refer the amendment notice for the related revised clause.
85	MSE	24	6	MSE/ NSIC registered bidders are exempted from submitting the bid cost	Request Bank to waive off bid cost for Startup companies, who has DPIIT certificate	No change.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

86	Eligibility	28	Eligibility Criteria	The proposed Fintech solution (Applied category of Fintech Solution – Section III) should have been implemented for at least one registered organisation/company/institution The platform should be in use /live as on date of publishing RFP	Since there are some recent requiriment / use case in Digtial Solution for emerging product & banking process automation in financial insititution. Many bidder will be under the implementation phase . We request bank to consider The proposed Fintech solution (Applied category of Fintech Solution – Section III) should have been implemented / under implementation / under developement - prototype	No change.
87	Scope of work	36	Beyond Banking Solution Provider	Software solutions (web based or mobile or both) for Societies, Temples/trust, Dairy, Fees collection, HRM, Educational institutions, Tourism etc	We have provided software for credit societies i.e CBS, Mobile App etc. please confirm what exactly the requiriment could be for societies?	Kindly refer Section III- Scope of work. Solution similar to the sub-category applied for will be considered.
88	Scope of work	36	Beyond Banking Solution Provider	Digital Campus solution	We would like to understand the requiriment on this . We request bank to clarify it?	Kindly refer Section III- Scope of work. Solution similar to the sub-category applied for will be considered.
89	Scope of work	34	Digital Journeys Solution Provider	Bank's digital journeys (Asset & liability)	We assume this Digital journey (Assest & Liability) is nothing but financial inclusion solution. Please confirm our understanding is correct?	RFP is self explanatory.
90	Scope of work	35	Omnibus Workflow solutions provider	Development, customization, integration and maintenance of omnibus workflow solutions such as, · Customer on-boarding solution. · Customer Engagement Solution. · Customer Authentication solution	We assume that the bank is looking for dynamic work flow configuration, Approval configuration, Field configuration and form building platform. Please confirm our understanding is correct?	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
91	Scope of work	35	Marketplace connector solutions	Fintech providing integration with the Marketplace like National Portals, GST Sahay, PSB Loans, e-commerce etc. Enable bank to build own/ in-house marketplaces for sale and purchase	we assume PSB Loans are loan products under Janasamart portal. Please confirm our understanding is correct?	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

92	Submission	60	2.5. OFFLINE SUBMISSIONS	In addition to uploading the documents in our e-Tendering portal, Bidders should also submit the following in a sealed envelope, super scribing with the tender Reference number, due date, Name of the Bidder, etc.a) DD towards Cost of bid document (Bidders may also remit the amount in the account number mentioned in Schedule 8)	For the online payment of the bid cost, what documents need to be submitted?	RFP is self explanatory, please refer Page No - 5,6, 'schedule A' point no 9 and 10. If payment is made online, payment details to be submitted along with the bid documents through online mode only.
93	Submission	60	2.5. OFFLINE SUBMISSIONS	The bidder is requested to submit the required original documents in a Sealed Envelope on or before 26/12/2023, 03.00 PM to the address mentioned under point no. 4 of [A] (Important Dates and Information on RFP Submission) of schedule of this tender. The envelope shall be super scribed as "Request for Proposal for Empanelment of Fintech companies for providing software applications/solutions & support services."	Is bid submission for this empanelment required both online and offline? Must the bid be uploaded on the Tender wizard and a physical copy also sent to the bank? Please clarify	RFP is self explanatory, please refer Page No - 5,6, 'schedule A' point no 9 and 10. If payment is made online, payment details to be submitted along with the bid documents through online mode only. Bid Documents need to be uploaded through online mode only.
94	Submission	89	CHECKLIST FOR THE RFP AS PER ELIGIBILITY CRITERIA (Point 9.1)	GeM seller ID or Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder.	Kindly specify the document to be provided for this particular point.	RFP is self explanatory.
95	MSE	84		ANNEXURE-VII Declaration For MSE Benefits	if we are seeking MSE benefits do we still have to submit Declaration For MSE Benefits Annexure	RFP is self explanatory.
96	NDA	80		ANNEXURE-VI Non-Disclosure Agreement	Do we need to submit the Non-Disclosure Agreement on judicial Stamp paper ?	Details will be shared with the selected bidder.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

97	Scope of work	39		<p>Limitation of LiabilitySuccessful empaneled Fintech company's' aggregate liability under the contract shall be at actual and limited to a maximum of the particular 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 fora. IP Infringement indemnityb. Bodily injury (including death) and damage to real property and tangible property caused by vendor' or its employee/ agents.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.</p>	<p>Kindly replace original clause with below mentioned text Limitation of LiabilityLicensor's liability under this contract is limited to the amount of fees considerations received by it reduced by the associated costs, till such time as the Software Solution is under warranty from Licensor. After expiry of warranty and provided the Client has entered into an Annual Maintenance Contract (AMC) for maintenance and support of the Software Solution, such liability will be limited to the amount of AMC fees paid to Licensor during the calendar year of such claim. Under no circumstances shall the liability of Licensor regardless of the nature of claim whether in contract, tort, strict liability or any other theory of liability, exceed the amount mentioned above.The aforesaid limitation does not apply to any liability of the Licensor towards violation of third-party Copyrights / Intellectual Property Rights or for any loss or damages caused to the Bank's premises or property, solely attributable due to the acts of the Licensor/ Licensor 's employees, representatives.The Licensor shall not be liable for any special, indirect, incidental or consequential damages of any kind including but not limited to loss of use, data, profit, income, business, anticipated savings, reputation, and more generally, any loss of an economic or financial nature, which may be deemed as consequential incident of the claim.The foregoing states and constitutes the entire obligations and liabilities of Licensor to Licensee.</p>	No change.
----	---------------	----	--	--	--	------------

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

98	Submission	39		<p>Indemnity clauseWith regard to confidentiality obligations, 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.Further, if at the time of the supplying the goods or services or 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 right claimed by any third party in India or abroad, then in respect of all costs, charges, expenses, losses and other</p>	<p>Kiindly replace original clause with below mentioned text Following clause is missing. Please include:a. IndemnificationThe Licensor hereby indemnifies Licensee from costs and expenses arising from infringement of unaffiliated third party rights by the Software Solution provided that: (1) Licensor is given prompt notice of the claim; (2) Licensor is given immediate and complete control over defence and/or settlement of claim, and Licensee fully cooperates with Licensor in such defence and/or settlement; (3) Licensee does not prejudice in any manner Licensor's conduct of such claim; and (4) the alleged infringement is not based upon use of Software Solution in a manner prohibited under this Contract, in a manner for which Software Solution was not designed, or in a manner not in accordance with Specifications.b. Altered VersionThe Licensor shall have no liability for any claim of infringement based on (a) use of a superseded or altered version of Software Solution if infringement would have been avoided by use of a current or unaltered version of Software Solution which Licensor made available to Licensee or (b) combination, operation or use of Software Solution with software, hardware or other materials not furnished by Licensor.c. LiabilityThe foregoing states Licensor's entire obligation and liability with respect to infringement of any intellectual property right.</p>	<p>No change.Details of Project specific terms and conditions will be informed to empanelled bidder for the particular category as per Bank's requirement.</p>
----	------------	----	--	---	--	--

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

99	Submission	42	<p>Intellectual Property Rights (IPR) While the successful empanelled Fintech company/ OEM shall retain the intellectual property rights for the application software, it is required that successful empanelled Fintech company shall grant user-based annual subscription license/perpetual license to the bank for the bank's exclusive use without limitation on the use of those licenses. 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. Fintech company warrants that the inputs provided and/or deliverables supplied by them does not and shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, Fintech company shall at its choice and expense: [a] procure for 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 the bank for any amounts paid to Fintech company for such deliverables, along with the replacement costs incurred by Bank for</p>	<p>Please include below mentioned text Under Intellectual Property Rights : Intellectual Property Rightsa. the Licensor hereby confirms that:i. to the best of Licensor's knowledge, the Software Solution does not infringe upon any intellectual property of any third party.ii. All Intellectual Proprietary Rights in Software Solution, Updates, Confidential Information and Trademarks belong to Licensor and have been duly procured by Licensor from authorised sources.b. the Licensee hereby states that;i. The Licensee hereby expressly disclaims any and all Intellectual Proprietary Rights in the Software Solution.ii. The Licensee shall promptly notify the Licensor of any unauthorized third-party duplication, distribution or use of Software Solution which comes to attention of Licensee and shall provide the Licensor with whatever reasonable assistance as necessary to (i) stop such activities and (ii) recover and / or destroy such unauthorized copies.iii. The Licensee shall not attempt to register any of Trademarks, company names or trade names or any logo used or associated with Software Solution nor shall the Licensee attempt to develop or in any way develop any products, which is similar to any portion of Software Solution.iv. All Intellectual Property Rights in respect of Software Solution delivered to Licensee under this Contract and subsequent support and services including but not limited to product fixes, modifications or enhancements that are either release generally (such as commercial product service packs) or that are provided to Licensee when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) shall belong exclusively to Licensor.</p>	No change.
----	------------	----	--	--	------------

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

				<p>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 Fintech company 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. The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt 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. The Fintech company acknowledges that business logics, workflows, delegation and decision-making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors.</p>		
100	CertIn	29	12	<p>There should be adequate safeguards built in its IT systems to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data.</p>	<p>G+D is a high-security technology provider that serves multiple global customers from banking/finance, government, central banks, mobile network operators, and enterprises for high-security applications and services. Our sites as well as security standards and processes are permanently audited and certified by private sector as well as government security authorities. We will provide the Cert-In empanelled auditor report at the time of real RFP</p>	<p>Please refer the amendment notice for the related revised clause.</p>

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

101	Eligibility	28	7	Bidder should have experience of minimum 2 years as on the date of RFP in providing similar services for which the bidder is submitting the bid.	The Adaptive authentication solution which we will offer is based on open industry standards. Some global banks have already implemented this standard, while many others are still in early implementation phases. Our solution is fully certified by industry bodies and is also complinat to RBI's DPSC guidelines on authenitcation. We request RFP committee to give us a waiver on this eligibility criteria.	Please refer the amendment notice for the related revised clause.
102	Eligibility	28	8	The proposed Fintech solution (Applied category of Fintech Solution – Section III) should have been implemented for at least one registered organisation/company/institution The platform should be in use /live as on date of publishing RFP	The Adaptive authentication solution which we will offer is based on open industry standards. Some global banks have already implemented this standard, while many others are still in early implementation phases. Our solution is fully certified by industry bodies and is also complinat to RBI's DPSC guidelines on authenitcation. We request RFP committee to give us a waiver on this eligibility criteria.	Please refer the amendment notice for the related revised clause.
103	Eligibility	25	xii	xii. Any intellectual property arising during the course of the execution under the contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank.	Any IP rights specifically created for bank which is unique and novel and is separately paid for can be given to the bank but any IP even though created for bank but generic in nature shall be the property for Fintech solution provider.	No change
104	Evaluation	24	1	Office Location - At Chennai, Mumbai, Bengaluru, Kolkata, Pune, Hyderabad & Delhi-NCR	How points will be calculated? Having office in any of the listed city or offices in all the cities listed here. Please clarify.	Points will be calculated based on office location in any of the listed cities as per the RFP.
105	NDA	80		POA or certificate to the effect that the Authorized Signatory has authority to bind the company to be uploaded with BID.	We request Bank to accept Board Resolution adopted in this regard, in case POA is not available.	RFP is self explanatory.
106	NDA	82		Termination	We request bank to limit the term to 2 years post termination of Agreement	No change

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

107	Scope of work	34	2	Prepaid Instruments/Card Solutions (NCCM Travel Card, General Purpose Card, Gift Card etc.)	Is this category for physical cards or solution or both?	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
108	Submission	39	8	Indemnity clause	Bank shall also indemnify Bidder for any claim that may arise on bidder for the reason attributable to Bank	No change. Details of Project specific terms and conditions will be informed to empanelled bidder for the particular category as per Bank's requirement.
109	Submission	41	12	Intellectual property Rights	Please clarify specifically whether there is "user-based annual subscription license or perpetual license" and "without limitation on the use of those license"	Details of Project specific terms and conditions will be informed to empanelled bidder for the particular category as per Bank's requirement.
110	Submission	44	15	"Termination for default" : "before any such termination Bank shall provide notice for rectification of any material breach and is such material breach is not rectified / corrected in that event Bank may terminate contract with 90 days notice.	Kindly consider the following: Bank will allow Fintech solution provider sufficient time to rectify the defect before invoking termination for default clause.	No change.
111	Submission	41/42	12		We request bank to modify the clause as per below: following wording needs to be deleted from 4th para "along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank." Instead of replacement cost, excess amount to procure similar solution can be recovered from the service provider as bank is already recovering original amount from the fintech solution provider.	No change.
112	Submission	70 and 80		ANNEXURE-III and ANNEXURE-VI	What should be the value of stamp paper?	Details will be shared with the selected bidder.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

113	Submission	32	15	RFP Response	Bank should not disclose proprietary or confidential information to competitor / make public. Ideally such information should be used by Bank officer (need to know basis) for evaluation purpose only	This RFP is for empanelment of Fintech companies for providing software applications/solutions & support services.
114	Submission	47	19	k	How cost will be calculated for reputational loss?	Details of Project specific terms and conditions will be informed to empanelled bidder for the particular category as per Bank's requirement.
115	Submission	86		ANNEXURE-IX Certificate of Local Content as per Make in India Guidelines	As currently specific project scope is not available for empanelment categories, so it is not feasible to determine cost of the project. In such circumstance, we request bank to waive local content certificate requirement.	No change.
116	Scope of work	34	2	Payment Processing	We request bank to please elaborate on this usecase.	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
117	Scope of work	34	2	Payment Solution for Sub Member Banks	We request bank to elaborate more on this requirement with help of an usecase.	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
118	Scope of work	35	3	Offline Payment Solution	We request bank to elaborate and provide more information on the types of offline payment solution.	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

119	Scope of work	35	5	Foreign Inward / Outward remittance solutions for ETB / NTB customers.	Please confirm if bank is looking for end to end Forex system or only for the customer frontend?	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
120	Average Turnover	27	8/Eligibility Criteria	The bidder must have an average turnover of minimum Rs.2 crores during last 03 (three) financial year(s) i. e. FY 2022-23, FY 2021 22 and FY 2020-21 for its Indian operations	We are a " STARTUP " and our company was incorporated in November 2021 with average annual turnover 1 crore + in last 2 years. What are the deviation applicable for startup's? Please advise us if we can participate for empanelment.	Please refer the amendment notice for the related revised clause.
121	Eligibility	27	7/Eligibility Criteria	Bidder should have experience of minimum 2 years as on the date of RFP in providing similar services for which the bidder is submitting the bid. <i>Supporting Document:</i> Copy of the purchase order and / or Certificate of completion of the work. The Fintech company should also furnish letter from the institution quoting the period and nature of services provided. Details to furnished as per Annexure-XIII.	Any deviation for Startups's in this clause. The clause may present a challenge for startups due to their relatively recent establishment. This clause may potentially limit the participation of startups despite their competence in offering suitable and innovative solutions. It could be beneficial to reconsider or amend this clause to encourage participation despite limited their operational history.	Please refer the amendment notice for the related revised clause.
122	Scope of work	34	Section III/Broad Scope of Work	Broad Scope of Work – Empanelment of Fintech companies for providing software applications/solutions & support services	In the RFP document, there are 12 distinct categories outlined for Fintech Solutions, each containing various subcategories. Could you kindly clarify whether it is mandatory to have executed work encompassing all subcategories within each category, or if partial experience in certain subcategories is permissible?	Bidder can participate in one or more Sub-Category and not necessarily for all the Sub-Categories under a given Category.
123	Submission	4 & 6	Page no. 4 SCHEDULE [A]:	Page no. 4 SCHEDULE [A]: IMPORTANT DATES AND INFORMATION ON RFP SUBMISSION Page no. 6 Documents to be submitted physically by Bidders (Offline Mode)	could you please confirm whether we are required to send a hardcopy of the complete proposal along with supporting documents, or if only the demand draft is necessary?	RFP is self explanatory, please refer Page No - 5,6, 'schedule A' point no 9 and 10. Bid Documents need to be uploaded through online mode only.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

124	Eligibility	29	Point No 10	The bidder should have at least 20 technical resources in India (10 Technical resources for startup/MSE) on its roles across areas such as Technical Architecture, Engineering/ development/ Testers, Design Engineers, Business Analyst (in Banking Domain etc.) – as on the date of RFP.	Need clarity on the roles that are specified here.	RFP is self explanatory.
125	Eligibility	31	Point no 12.Liabilities of the Bank	The introduction paragraph states that this is an RFP for empanelment of Fintech companies hence no Integrity Pact will be signed. On the contrary the third bullet point on page No.50 states that the Bidders shall submit signed Pre-Contract integrity pact as per Annexure V. Those bids which are not containing the above are liable for rejection.	Is the Pre-Contract integrity pact required or not to be signed and submitted?	Pre-contract integrity pact is not required for this RFP.
126	Evaluation	25	Point no 3	Employees on Rolls (Domain Professionals) Self declaration to be submitted	Need clarity with the meaning of Domain Professional herein.	Please refer the amendment notice for the related revised clause.
127	Submission	31	Point No 13.Bid and Proposal Ownership	If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion	As OCL (For QR, Soundbox, PoS & offline payment solution) & PPSL (For New online payment solutions) a whole owned subsidiary of OCL are applying for different suite of products as per the RFP will this affect the selection process.	Please refer the amendment notice for the related revised clause.
128	CertIn	29	8. Eligibility Criteria, Point No.12	There should be adequate safeguards built in its IT systems to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data.Cert-in Empanelled auditor's report mentioning the clause	Can we submit CA Certificate for this Criteria. Please clarify	Please refer the amendment notice for the related revised clause.
129	Evaluation	24	7. Evaluation Criteria	Office Location Marks	Is it any one location is sufficient to score 4 marks. Please clarify	Points will be calculated based on office location in any of the listed cities as per the RFP.
130	Submission	70	ANNEXURE–III	Contract Form	Do we have to submit in stamp paper at the time of BID submission or just a letter head.	Details will be shared with the selected bidder.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

131	Submission	72	ANNEXURE-IV	Performance Security Format (Project Specific/NA for this RFP)	Do we have to submit this annexure in RFP Submission. Please clarify	RFP is self explanatory.
132	Submission	92	ANNEXURE-XIV	(Fintech companies have to submit photocopies of Audited Balance Sheet / P&L)	Can we submit 2 years of FY statements and CA Certificate.	Please refer the amendment notice for the related revised clause.
133	Submission	93	ANNEXURE-XV,	BID SECURITY FORM,	Do the Fintech company should provide BID security For Fintech empanelment process as there is no value. Please suggest.	This form is project specific.Details will be shared with the selected bidder.
134	Evaluation	24	4	Years of Operation	In case of startup, how many years of operations are required	Please refer the amendment notice for the related revised clause.
135	Scope of work	34	2	Digital Solution	Can the FinTech bid for any one of the categories or sub-categories of solutions listed	Bidder can participate in one or more Sub-Category and not necessarily for all the Sub-Categories under a given Category.
136	Scope of work	35	5	Merchant Solution Provider Digital Merchant Onboarding / Acquisition Solution Customized Merchant Payment Solution Collection Solution (i.e fees, charges, bills etc.) Merchant Aggregator Merchant Catalogue Management Merchant ERP solution provider SI and e-Mandate Solution	Being an eGovernance solution provider on ASP basis with ePayment integration, can we participate for all the sub categories mentioned in Category no. 5	Bidder can participate in one or more Sub-Category and not necessarily for all the Sub-Categories under a given Category.
137	Scope of work	35	7	Marketplace connector solutions	Being an eGovernance solution provider & integrated our solution with NIC portal, can we participate for build own/ in-house marketplaces for sale and purchase.	Kindly refer Section III- Scope of work. Solution similar to the sub-category applied for will be considered.
138	CertIn	29	2	The entity must demonstrate arrangements to ensure compliance with the existing regulations / laws on consumer data protection and privacy by RBI,SEBI,IRDAI and any other regulatory authority of India	What supported documents are required	RFP is self explanatory.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

139	CertIn	29	3	There should be adequate safeguards built in its IT systems to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data.	What supported documents are required	Please refer the amendment notice for the related revised clause.
140	MSE	18	2	Bank will also provide benefits to Micro and Small Enterprises (MSEs) as per the guidelines of public procurement policy issued by Government of India. The Fintech companies to submit declaration for claiming MSE Benefits as per Annexure-VII	This comes under Make In India need more explanation on the same .Only Declaration document with UDYAM CERTIFICATE is required or any other document required for the same .	RFP is self explanatory.
141	MSE	24	3	MSE/ NSIC registered bidders are exempted from submitting the bid cost. Such bidders should submit the copy of registration certificate and other document as proof which should be valid for the current period, along with declaration as per Annexure – VIII duly signed by company secretary/ Director of the concerned enterprise	Celusion is registered under Udyam as an MSME and have a UDYAM MSME Certificate. Request clarification if companies having MSME Certified by UDYAM are exempted from the tender cost/Application Money.Also apart from this if any other document required for the same .	Bid cost is exempted for MSE's only as per Govt guidelines subject to submission of valid documentary proof.
142	Networth	27	4	The net worth of the bidder should not be negative during last 3 Financial Years (i.e. 2020-21, 2021-22 and 2022-23). and also (ii) should not have eroded by more than 30% (thirty percent) in the last three financial years (i.e. 2020-21, 2021-22 and 2022-23) ending on 31.03.2023.	Please explain the same	Please refer the amendment notice for the related revised clause.
143	Submission	Page 52	Last para	All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorized Signatory (Power of Attorney (POA) proof to be submitted). A certificate of authorization should also be attached along with the bid.	Bidder request bank to consider the the undertaking on letterhead for authorized signatory. In case of closed RFP, bidder may share the (POA) Power of Attorney for Authorized Signatory.	RFP is self explanatory.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

144	Submission	Pg 49	Point 22	Amalgamation 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.	Bidder request bank to consider the same point for bidder. In case if the bidder undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., bank may consider the assignment of this RFP work to the new entity and such an act shall not affect the ongoing relationship of the successful bidder with the bank	RFP is self explanatory.
145	Submission	Pg 50	Para 6	The Pre-Contract Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.	Bidder request bank for clarification if the said pre-contract integrity pact need to be signed while submission of RFP. If yes, request you to confirm the stamp duty which would be required for the said agreement.	Details will be shared with the selected bidder.
146	CertIn	29	8. Eligibility Criteria	There should be adequate safeguards built in its IT systems to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data.	Request the Bank to clarify if a source code review (SCR) or equivalent report from a CERT-IN empanelled auditor for the proposed solution would be acceptable	Please refer the amendment notice for the related revised clause.
147	Eligibility	28	8. Eligibility Criteria	The proposed Fintech solution (Applied category of Fintech Solution – Section III) should have been implemented for at least one registered organisation/company/institution	Our understanding is that the registered organisation/company/institution mentioned in the clause can be outside India as well. Pls confirm.	The solution should be implemented in India.
148	Scope of work	37	Section - III	Digital Solution for Corporates / Partnerships- • Purchase / Expenses management	Please elaborate on the requirement for expense management	RFP is self explanatory.
149	Scope of work	37	Section - III	Digital Solution for Corporates / Partnerships- •Product / inventory management	Please elaborate on the requirement from perspective of Corporate/Partnership	RFP is self explanatory.
150	Scope of work	37	Section - III	Digital Solution for Corporates / Partnerships- • Credit card program managers	Please elaborate on the requirement from perspective of Corporate/Partnership	RFP is self explanatory.
151	Scope of work	38	Point No 4	Sub contracting	Request Bank not withhold or deny any such request for subcontracting unreasonably. Any related refusal(s) must be detailed with reasons.	No change.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

152	Scope of work	38	Point No 5	Jurisdiction	Bank to consider Courts of Mumbai for the jurisdiction	No change.
153	Scope of work	34	Section - III	Broad Scope of Work - Empanelment of Fintech companies for providing software applications/ solutions & support services	Considering there are multiple sub-categories/ use cases under each Category of Fintech Solution, trust the bidder can participate in one or more of the use cases under each sub-category and not necessarily for all the use cases under a given category	Bidder can participate in one or more Sub-Category and not necessarily for all the Sub-Categories under a given Category.
154	Scope of work	34	Section - III	Section III - Broad Scope of Work – Empanelment of Fintech companies	How many vendors is the bank planning to empanel for each category / sub-category?	Eligible bidders will be empanelled.
155	Scope of work	34	Section - III	Digital Solution for emerging products and Banking process automation - • Govt. Schemes	Please clarify the requirement of Government schemes	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
156	Submission	39	Point No 7	Limitation of liability	The limitation of liability should be mutual The maximum liability of Bidder under this agreement shall be limited to 10% of the monthly billing (i.e. 10% of the the aggregate value of the purchase orders placed by bank)	No change.
157	Submission	39	Point No 8	Indemnity	The total indemnity under this agreement to be capped to 10% of monthly billing.	No change. Details of Project specific terms and conditions will be informed to empanelled bidder for the particular category as per Bank's requirement.
158	Submission	43	Point No 14 c	Arbitration	Sub clause (c) Arbitration shall be held in Mumbai	No change.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

159	Submission	44	Point No 15, 16, 17, 19	Termination	Bank as well as Bidder should have the right to terminate the project. The termination rights should be at par as provided to Bank.	No change.
160	Submission	48	Point No 20	Confidentiality & Non Disclosure Agreement (Annexure VI)	Confidentiality and NDA shall be mutual and obligations under this clause / NDA shall survive for 2 years post expiry/ termination of this agreement	No change.
161	Submission	49	Point No 23	Pre Contract Integrity Pact	Kindly specify the stamp paper value	Details will be shared with the selected bidder.
162	Submission	57	Point No 25.7	Non - Solicitation	This clause should be mutual	No change.
163	NDA	80	ANNEXURE-VI	Non-Disclosure Agreement	Please confirm amount of stamp paper for NDA	Details will be shared with the selected bidder.
164	NDA	83	ANNEXURE-VI, Clause 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.	We request bank to consider the revised clause :- All disputes arising in relation to or pertaining to or under this Agreement or any part thereof shall be resolved in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996, including amendments thereof by a sole arbitrator. In the event the Parties fail to concur in appointing the sole arbitrator, the arbitrator shall be appointed in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The language of such proceeding shall be English. The Place of Arbitration shall be Pune.	No change

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

165	Submission	39	Limitation of Liability	Successful empaneled Fintech company's' aggregate liability under the contract shall be at actual and limited to a maximum of the particular 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 IP Infringement indemnity. Bodily injury (including death) and damage to real property and tangible property caused by vendor' or its employee/ agents. 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.	Request bank to consider the revised clause as mention below : Successful empanelled Fintech company's' aggregate liability under the contract shall be strictly restricted to the amount actually earned by empanelled Fintech company under this Agreement for the current month in which the event leading to liability has taken place. This limit shall not apply to third party claims for IP Infringement indemnity. Bodily injury (including death) and damage to real property and tangible property caused by vendor' or its employee/ agents. 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.	No change.
166	Submission	40	SECTION-III Clause 9:- Disclaimer	· The Bank and/or its officers and employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.	We request bank to consider the revise clause - To the extent it is attributable to the Bank, The Bank and/or its officers and employees shall be liable arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.	No change. Details of Project specific terms and conditions will be informed to empanelled bidder for the particular category as per Bank's requirement.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

167	Submission	41	SECTION-III Clause 10:- Patent Rights	The empanelled vendor (empanelled Fintech Company) 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. In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the empanelled vendor shall act expeditiously to extinguish such claims. If the empanelled vendor fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the empanelled vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the Fintech company of such claims, if it is made, without delay by fax/e-mail/registered post.	We request bank to consider the revised clause- To the extent it is attributable to the empanelled vendor, the empanelled vendor (empanelled Fintech Company) shall indemnify the Bank against all third-party claims of proven infringement of patent, trademark or industrial design rights arising from use of the Goods or software or hardware or any part thereof. In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the empanelled vendor shall act expeditiously to extinguish such claims. In the event the Bank infringes the Intellectual property Rights of the empanelled vendor, the Bank shall be liable to indemnify the empanelled vendor for the same. If the empanelled vendor fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the empanelled vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the Fintech company of such claims, if it is made, without delay by fax/e-mail/registered post.	No change.Details of Project specific terms and conditions will be informed to empanelled bidder for the particular category as per Bank's requirement.
168	Submission	60	SECTION - IV	Please take care to scan documents so that total size of documents to be uploaded remains minimum. All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document. Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.	Request bank to give approval to upload documents in pdf format only.	RFP is self explanatory.
169	Submission	72	ANNEXURE-IV	Performance Security Format	PI confirm our understanding towards ANNEXURE-IV not applicable for Eoi	RFP is self explanatory.
170	Submission	89	ANNEXURE -XI pointb14	POA or certificate to the effect that the Authorized Signatory has authority to bind the company to be uploaded with BID.	Please clarify this point	RFP is self explanatory.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

171	CertIn	29	8.eligibility criteria point 12	There should be adequate safeguards built in its IT systems to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data.	Request bank to consider said requirement before implementation of the said solution rather than RFP stage itself.	Please refer the amendment notice for the related revised clause.
172	Eligibility	28	8.eligibility criteria point 7	Bidder should have experience of minimum 2 years as on the date of RFP in providing similar services for which the bidder is submitting the bid.	Request bank to consider email, or reference letter for customer which is in customers format as usually customers have their own method of issuing same	Latest Satisfactory letter/email to the effect that the solution is implemented and working satisfactorily from the respective organisation/company/institution can be submitted.
173	Evaluation	25	2	Implementation Experience (Purchase Order along with Completion certificate to be submitted)	Request bank to consider Purchase order only for said requirement	No Change.
174	Scope of work	34	Section 3,	Broad Scope of Work – Empanelment of Fintech companies for providing software applications/solutions & support services	Please clear our understanding - Bidder can participate in section that is most relevant to his experience, all criteria in that section does not require solution compliance E.g one can have solution of colending in section in digital solution for emerging products and banking process automation and not for rest, still bidder can participate in that section, please clarify	Bidder can participate in one or more Sub-Category and not necessarily for all the Sub-Categories under a given Category.
175	Scope of work	34	1	Digital Journeys Solution provider	Pertaining to Digital Journeys (Asset side) could you let us know what are all the product lines to which these Digital Journeys have to be made available e.g PL, HL, Agri etc)	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
176	Scope of work	34	1	Digital Journeys Solution provider	Do the bank intend to integrate the Digital Journeys with the emerging Technologies such as Block chain, DLT technology based solutions, Virtual Reality / Metaverse / AI and Generative AI / Machine Learning and Analytical model for Banking from third party providers based on Bank's choice.	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

177	Scope of work	34	1	Digital Journeys Solution provider	what ae the Integrations required as part of the Digital On-Boarding Journey.	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
178	Scope of work	34	1	Digital Journeys Solution provider	Is the Bank expecting Digital Journeys on the Mobile App ?	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
179	Scope of work	34	1	Digital Journeys Solution provider	What are the differnet languages the Bank need for Digital Journeys	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
180	Scope of work	34	2	Digital Solution for emerging products and Banking process automation	Do Bank intend to have Origination of BNPL to be handeled by Digital Journey or would acquire the BNPL limit from third party orginations and the servicing would happen from the Banks Side?	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
181	Scope of work	34	2	Digital Solution for emerging products and Banking process automation	Could you eloborate on Government schemes specific to lending E.g PMAY etc..	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
182	Scope of work	34	2	Digital Solution for emerging products and Banking process automation	could you elaborate on POS specific to lending	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

183	Scope of work	34	2	Digital Solution for emerging products and Banking process automation	Do Bank intend to have Co-Lending Both the models 1&2? With 3 repayment schedules and blended rate? How many Co-lending partners do the Bank currently have? Do servicing of the Co-lendign Loans also to be handeled in the system (LMS)?	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
184	Submission	39	7	Limitation of LiabilitySuccessful empaneled Fintech company's' aggregate liability under the contract shall be at actual and limited to a maximum of the particular 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 fora. IP Infringement indemnityb. Bodily injury (including death) and damage to real property and tangible property caused by vendor' or its employee/ agents.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.	We request to consider the following revision - Successful empaneled Fintech company's' aggregate liability under the contract shall be at actual and limited to a maximum of the particular contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders for purchase of license fee placed by bank on the vendor that gave rise to claim, under this tender.This limit shall not apply to third party claims fora. IP Infringement indemnityb. Bodily injury (including death) and damage to real property and tangible property caused by vendor' or its employee/ agents.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.	No change.
185	Submission	39	8	Indemnity Clause With regard to confidentiality obligations, the receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.	We request deletion of this point. At any given point of time, we do not require access to any of your customer data/sensitive information and post implementation for the purpose of production support, we require the transactional data which cannot be attributed to any specific customer	No change.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

186	Submission	39	8	Indemnity Clause Further, if at the time of the supplying the goods or services or 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 right claimed by any third party in India or abroad, 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.	We request to consider the following revision -Further, if at the time of the supplying the goods or services or 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 intellectual property right claimed by any third party in India or abroad , then in respect of all court awarded 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.	No change.
187	Submission	41	12	Fintech company warrants that the inputs provided and/or deliverables supplied by them does not and shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.	We cannot warrant that "inputs" will not infringe any third party IP as during the term Bank shall be providing specifications and data for any form of customization; However, we can warrant that the Software Product delivered as part of this RFP will not infringe any third party IP. . We request to consider the following revision -Fintech company warrants that the inputs software product provided and/or deliverables supplied by them does not and shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.	No change.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

188	Submission	41	12	<p>In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, Fintech company shall at its choice and expense: [a] procure for 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 the bank for any amounts paid to Fintech company 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 Fintech company 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>We request to consider the following revision - In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, Fintech company shall at its choice and expense: [a] procure for 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 the bank on pro-rata basis based on a 60 month amortization schedule for any amounts paid to Fintech company 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 Fintech company 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>No change.</p>
-----	------------	----	----	--	--	-------------------

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

189	Submission	41	12	The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt 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.	It seems there is some typo issue in the latter part of the section. Please refer the change -The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt 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 indemnifying ied party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.	No change.
190	Submission	45	16	Termination for Default The Bank, without prejudice to any other remedy for breach of contract, by 90 days' or as per project requirement written notice of default sent to the Supplier, may terminate this Contract in whole or in part	We request to consider the following revision - The Bank, without prejudice to any other remedy for breach of contract , by 90 days' or as per project requirement written notice of default sent to the Supplier, may terminate this Contract in whole or in part	No change.
191	Submission	47	19 (c)	The empanelled vendor does not participate in consecutive 3 RFQs for which he is otherwise eligible	Please provide clarity on this point	Empanelled vendor to participate in the eligible RFQ.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

192	Submission	32	5	<p>Responsibility for completenessAny supplies and services, which might not have been specifically mentioned in this tender but, are necessary for the installation, configuration, testing, commissioning, performance or completeness of the order, in accordance with the scope of work mentioned herein, shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the system under Indian conditions. The bidder shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him/them, irrespective of whether these have been approved, reviewed or otherwise, accepted by the Bank or not. The Bidder shall take all corrective measures arising out of discrepancies, errors and omissions in drawing and other information as mentioned above within the time schedule and without extra cost to the Bank.</p>	<p>We request to consider the following revision -Any supplies and services, which might not have been specifically mentioned in this tender but, are necessary for the installation, configuration, testing, commissioning, performance or completeness of the order, in accordance with the scope of work mentioned herein, shall be provided / made available at cost and as per the time schedule for smooth and efficient operation and maintenance of the system under Indian conditions. The bidder shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him/them, irrespective of whether these have been approved, reviewed or otherwise, accepted by the Bank or not. The Bidder shall take all corrective measures arising out of discrepancies, errors and omissions in drawing and other information as mentioned above within the time schedule and without extra cost to the Bank.</p>	<p>No change.</p>
-----	------------	----	---	--	---	-------------------

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

193	Submission	44	15	<p>Terminate for ConvenienceThe Bank, by 90 days' or as per project requirement written notice sent to the Successful empaneled Fintech company, 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 the performance of the Successful empaneled Fintech company under the Contract is terminated, and the date upon which such termination becomes effective.The Goods that are complete and ready for shipment within ninety (90) days or as per project requirement 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:a. to have any portion completed and delivered at the Contract terms and prices; and / orb. 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>We request to consider the following revision -The Bank, by 90 days' or as per project requirement written notice sent to the Successful empaneled Fintech company, 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 the performance of the Successful empaneled Fintech company under the Contract is terminated, and the date upon which such termination becomes effective.The Goods that are complete and ready for shipment within ninety (90) days or as per project requirement 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:a. to have any portion completed and delivered at the Contract terms and prices; and / orb. 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>	No change.
194	Submission	45	16	<p>if the successful empaneled Fintech company fails to perform any other obligation(s) under the Contract</p>	<p>We request to consider the following revision - if the successful empaneled Fintech company fails to perform any other obligation(s) under the Contract after repeated notice to cure it.</p>	No change.
195	Submission	45	16	<p>If the successful empaneled Fintech company, in the judgement of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p>	<p>We request to consider the following revision -If the successful empaneled Fintech company, in the judgement of the Purchaser and substantiated with documentary evidence, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p>	No change.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

196	Submission	45	16	In the event the Bank terminates the Contract in whole or in part with empaneled Fintech company, the Bank may procure the Goods or Services similar to those undelivered, upon such terms and in such manner as it deems appropriate, and the Supplier shall be liable to the Bank for any excess costs paid/ to be paid by the Bank for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated	We request to consider the following revision - In the event the Bank terminates the Contract in whole or in part with empaneled Fintech company, the Bank may procure the Goods or Services similar to those undelivered, upon such terms and in such manner as it deems appropriate, and the Supplier shall be liable to the Bank for any excess costs paid/ to be paid by the Bank for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated	No change.
197	Submission	47	19	Termination of Empanelment Bank shall serve the notice of termination to the empaneled vendors at least 30 days prior, of its intention to terminate services. The Bank will be entitled to terminate this empanelment, without any cost to the Bank and recover expenditure incurred by Bank , on the happening of any one or more of the following:	We request to consider the following revision -Bank shall serve the notice of termination to the empaneled vendors at least 30 days prior, of its intention to terminate services. The Bank will be entitled to terminate this empanelment, without any cost to the Bank and upon payment of services delivered by vendor recover expenditure incurred by Bank , on the happening of any one or more of the following:	No change.
198	Submission	47	19 (a)	The empanelled vendor commits a material breach of any of the terms and conditions of the bid	We request to consider the following revision - The empanelled vendor commits a material breach of any of the terms and conditions of the bid which remains uncured.	No change.
199	Submission	47	19 (b)	The empanelled vendor goes into liquidation voluntarily or otherwise. In such case, the source code and other developments in software, etc. will become proprietary of the Bank.	The release of source code will be in accordance with the escrow. We request to consider the following revision - The empanelled vendor goes into liquidation voluntarily or otherwise. In such case, the source code and other developments in software, etc. will become proprietary of be arranged to the Bank in accordance with escrow agreement.	No change.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

200	Submission	47	19 (e)	The progress regarding the execution of the order accepted by the empanelled vendor is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the empanelled vendor is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled	We request to consider the following revision -The progress regarding the execution of the order accepted by the empanelled vendor is found to be unsatisfactory or delay in execution of the contract not in accordance with the agreed SOW, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the empanelled vendor is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled	No change.
201	Submission	47	19 (f)	Non-satisfactory performance of the empanelled vendor during implementation and operation	We request to consider the following revision - Non-satisfactory performance of the empanelled vendor during implementation and operation is not in accordance with the agreed SOW	No change.
202	Submission	47	19 (g)	An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract	We request to consider the deletion of this point as we are not participating as a consortium.	No change.
203	Submission	47	19 (h)	Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP	We request to consider the following revision -Failure to integrate/implement the Project as per the agreed SOW requirements of the Bank as stated in this RFP	No change.
204	Submission	47	19 (i)	Material discrepancies in the Deliverables and Services noted in the implementation of the Project. Bank reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the empanelled vendor	We request to consider the following revision - Despite repeated notice to cure there is Material discrepancies in the Deliverables and Services noted in the implementation of the Project. Bank reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the empanelled vendor	No change.
205	Submission	47	19 (k)	The bank suffers a reputation loss on account of any activity of empanelled vendor or penalty is levied by regulatory authority	We request to consider the following revision - The bank suffers a reputation loss on account of any activity of empanelled vendor or penalty is levied by regulatory authority, provided it is solely attributable due to the empanelled vendor	No change.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

206	Submission	48	21	In connection with the work or contravenes the provisions of Terms, if the selected 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, in such eventuality, the Bank may after giving notice in writing to the selected 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 selected 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 selected bidder.	The term "deemed reasonable" is open for interpretation. We request to replace it with "mutually agreed" timeline and consider the following proposed revision -In connection with the work or contravenes the provisions of other Terms, if the selected 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, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable mutually agreed and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the proven damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.	No change.
207	Submission	55	12	Any intellectual property arising during the course of the execution under the contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank	During the course of the contract, the development will be related to the software product. Hence, we request to consider the following revision -Any intellectual property product excluding the software that forms part of the proprietary software product of bidder arising during the course of the execution under the contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank.	No change.
208	Submission	87	2	We hereby undertake that the proposed solution / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)	We request to consider the following revision - We hereby undertake that the proposed solution / software to be supplied will not introduce any virus or malware, bugs, covert channels in the source code (of the version of the application being delivered as well as any subsequent versions/modifications done)	No change.

**Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023**

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

209	CertIn	29	8. Eligibility Criteria Point 12	There should be adequate safeguards built in its IT systems to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data. Cert-in Empanelled auditor's report mentioning the clause	A self signed certificate mentioning the clause can be submitted now. Certificate from Cert-in certified auditor can be submitted, if contracted. Is this acceptable? We understand the cost of certification shall be borne by the bank, please confirm.	Please refer the amendment notice for the related revised clause. Any required certification cost to be borne by the respective bidder only.
210	Average Turnover	27	Eligibility Criteria Clause 3	The bidder must have an average turnover of minimum Rs.2 crores during last 03 (three) financial year(s) i. e. FY 2022-23, FY 2021-22 and FY 2020-21 for its Indian operations	Request bank to please accept the provisional financial statement for FY2022-23.	Please refer the amendment notice for the related revised clause.
211	Average Turnover	27	Eligibility Criteria Clause 3	The bidder must have an average turnover of minimum Rs.2 crores during last 03 (three) financial year(s) i. e. FY 2022-23, FY 2021-22 and FY 2020-21 for its Indian operations	Request bank to please accept the provisional financial statement for FY2022-23.	Please refer the amendment notice for the related revised clause.
212	CertIn	29	Eligibility Criteria Clause 12	Eligibility Criteria :There should be adequate safeguards built in its IT systems to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data. Document Required : Cert-in Empaneled auditor's report mentioning the clause	Request bank to provide the clarification on the Eligibility Criteria and the document required at this stage.	Please refer the amendment notice for the related revised clause.
213	CertIn	29	Eligibility Criteria Clause 12	Eligibility Criteria :There should be adequate safeguards built in its IT systems to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data. Document Required : Cert-in Empaneled auditor's report mentioning the clause	Request bank to provide the clarification on the Eligibility Criteria and the document required at this stage.	Please refer the amendment notice for the related revised clause.
214	Evaluation	30	e	General Evaluation Criteria	How many vendors per service line is the Bank planning to empanel? Can a single vendor be empanelled across multiple service lines?	Eligible bidders will be empanelled. Bidder can participate in one or more Sub-Category.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

215	Scope of work	35	SECTION – III 5. Merchant Solution Provider	Digital Merchant Onboarding / Acquisition Solution	which card schemes/Interchanges would be supported by bank.Eg:VISA,Mastercard etc. Kindly list the channels supported.eg:Web,Mobile etc.	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
216	Scope of work	35	SECTION – III 5. Merchant Solution Provider	Customized Merchant Payment Solution	what would be merchant payment cycle.on which day transaction file would receive to merchant system.	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
217	Scope of work	35	SECTION – III5. Merchant Solution Provider	Customized Merchant Payment Solution	What will be source of transaction to merchant system.	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
218	Scope of work	35	SECTION – III 5. Merchant Solution Provider	Customized Merchant Payment Solution	how the transactions would receive to merchant system, file based or API.	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
219	Scope of work	35	SECTION – III 5. Merchant Solution Provider	Customized Merchant Payment Solution	Please let us know if any data to be migrated in FSS merchant system.	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

220	Scope of work	35	SECTION – III5. Merchant Solution Provider	Customized Merchant Payment Solution	Kindly share dispute management flow at bank end.	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
221	Scope of work	35	SECTION – III 5. Merchant Solution Provider	Customized Merchant Payment Solution	Kindly confirm if all QR code based transactions follow EMVCo specifications.	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
222	Scope of work	35	SECTION – III5. Merchant Solution Provider	Customized Merchant Payment Solution	1. What are the Onus interfaces ? Are there separate interfaces for Credit and Debit cards ?2. Please provide the detailed transaction and settlement flow for Purchase using Reward points.3. Understanding is that Bank has own Loyalty/Rewards points management application for the e-comm channel to interface with. Please confirm. 4. Understanding is that Purchase using token instead of card is based on Network tokenization. Please confirm	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
223	Scope of work	35	SECTION – III 5. Merchant Solution Provider	Customized Merchant Payment Solution	Request bank to please confirm the number of institutions	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

224	Scope of work	35	SECTION – III5. Merchant Solution Provider	Digital Merchant Onboarding / Acquisition Solution	which card schemes/Interchanges would be supported by bank.Eg:VISA,Mastercard etc.Kindly list the channels supported.eg:Web,Mobile etc.	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
225	Scope of work	35	SECTION – III 5. Merchant Solution Provider	Customized Merchant Payment Solution	what would be merchant payment cycle.on which day transaction file would receive to merchant system.	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
226	Scope of work	35	SECTION – III 5. Merchant Solution Provider	Customized Merchant Payment Solution	What will be source of transaction to merchant system.	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
227	Scope of work	35	SECTION – III5. Merchant Solution Provider	Customized Merchant Payment Solution	how the transactions would receive to merchant system, file based or API.	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
228	Scope of work	35	SECTION – III 5. Merchant Solution Provider	Customized Merchant Payment Solution	Please let us know if any data to be migrated in FSS merchant system.	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

229	Scope of work	35	SECTION – III 5. Merchant Solution Provider	Customized Merchant Payment Solution	Kindly share dispute management flow at bank end.	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
230	Scope of work	35	SECTION – III5. Merchant Solution Provider	Customized Merchant Payment Solution	Kindly confirm if all QR code based transactions follow EMVCo specifications.	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
231	Scope of work	35	SECTION – III 5. Merchant Solution Provider	Customized Merchant Payment Solution	1. What are the Onus interfaces ? Are there separate interfaces for Credit and Debit cards ? 2. Please provide the detailed transaction and settlement flow for Purchase using Reward points. 3. Understanding is that Bank has own Loyalty/Rewards points management application for the e-comm channel to interface with. Please confirm. 4. Understanding is that Purchase using token instead of card is based on Network tokenization. Please confirm	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
232	Scope of work	35	SECTION – III5. Merchant Solution Provider	Customized Merchant Payment Solution	Request bank to please confirm the number of institutions	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

233	Scope of work	35	SECTION – III 5. Merchant Solution Provider	Customized Merchant Payment Solution	1. What are the Onus interfaces ? Are there separate interfaces for Credit and Debit cards ? 2. Please provide the detailed transaction and settlement flow for Purchase using Reward points. 3. Understanding is that Bank has own Loyalty/Rewards points management application for the e-comm channel to interface with. Please confirm. 4. Understanding is that Purchase using token instead of card is based on Network tokenization. Please confirm	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
234	Scope of work	35	SECTION – III5. Merchant Solution Provider	Customized Merchant Payment Solution	Request bank to please confirm the number of institutions	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
235	Scope of work	34	2	Solutions for Sub Member Bank-On boarding, Integration, Switching (RTGS/NEFT/IMPS/UPI/ATM & Other Digital channels), Reconciliation and Accounting.	Please let us know if Reconciliation is required only for Sub Member banks or for Main bank also?	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
236	Scope of work	34	2	Solutions for Sub Member Bank-On boarding, Integration, Switching (RTGS/NEFT/IMPS/UPI/ATM & Other Digital channels), Reconciliation and Accounting.	Apart from RTGS/NEFT/IMPS/UPI/ATM & Other Digital channels, please let us know what other reconciliation processes are required by Indian Bank?	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

237	Scope of work	34	2	Solutions for Sub Member Bank-On boarding, Integration, Switching (RTGS/NEFT/IMPS/UPI/ATM & Other Digital channels), Reconciliation and Accounting.	Does the bank require dispute management and chargeback life cycle to be maintained for customer's complaint received?	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
238	Scope of work	34	2	Solutions for Sub Member Bank-On boarding, Integration, Switching (RTGS/NEFT/IMPS/UPI/ATM & Other Digital channels), Reconciliation and Accounting.	For migrating existing Reconciliation application to a new system, migration of old data is required as part of the process. Please confirm if Bank is also looking for migration of old data here?	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
239	Scope of work	34	2	Solutions for Sub Member Bank-On boarding, Integration, Switching (RTGS/NEFT/IMPS/UPI/ATM & Other Digital channels), Reconciliation and Accounting.	Please let us know if Reconciliation is required only for Sub Member banks or for Main bank also?	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
240	Scope of work	34	2	Solutions for Sub Member Bank-On boarding, Integration, Switching (RTGS/NEFT/IMPS/UPI/ATM & Other Digital channels), Reconciliation and Accounting.	Apart from RTGS/NEFT/IMPS/UPI/ATM & Other Digital channels, please let us know what other reconciliation processes are required by Indian Bank?	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

241	Scope of work	34	2	Solutions for Sub Member Bank-On boarding, Integration, Switching (RTGS/NEFT/IMPS/UPI/ATM & Other Digital channels), Reconciliation and Accounting.	Does the bank require dispute management and chargeback life cycle to be maintained for customer's complaint received?	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
242	Scope of work	34	2	Solutions for Sub Member Bank-On boarding, Integration, Switching (RTGS/NEFT/IMPS/UPI/ATM & Other Digital channels), Reconciliation and Accounting.	For migrating existing Reconciliation application to a new system, migration of old data is required as part of the process. Please confirm if Bank is also looking for migration of old data here?	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
243	Submission	39	7	Limitation of Liability Successful empaneled Fintech company's' aggregate liability under the contract shall be at actual and limited to a maximum of the particular 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.	Bidder requests to modify the liability as "In no event will the bidder's total aggregate liability to the Bank for any damages solely attributable to the Bidder, during the term of Agreement, whether in contract or tort, exceed the amount actually paid for the past 12 months (i.e the upfront amount paid shall be prorated to annual billing value of the applicable Attachment) by the Bank to the bidder under Agreement. The said liability limit shall be subject to deduction of total amount of penalties and/or liquidated damages paid (if any) under this Agreement. In no event will the bidder be liable for any damages attributable to the action or inaction of the Bank or its subcontractors/vendors."	No change.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

244	Submission	39	7	Limitation of LiabilitySuccessful empaneled Fintech company's' aggregate liability under the contract shall be at actual and limited to a maximum of the particular 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.	Bidder requests to modify the liability as "In no event will the bidder's total aggregate liability to the Bank for any damages solely attributable to the Bidder, during the term of Agreement, whether in contract or tort, exceed the amount actually paid for the past 12 months (i.e the upfront amount paid shall be prorated to annual billing value of the applicable Attachment) by the Bank to the bidder under Agreement. The said liability limit shall be subject to deduction of total amount of penalties and/or liquidated damages paid (if any) under this Agreement. In no event will the bidder be liable for any damages attributable to the action or inaction of the Bank or its subcontractors/vendors."	No change.
245	Submission	44	15	15. Termination for ConvenienceThe Bank, by 90 days' or as per project requirement written notice sent to the Successful empaneled Fintech company, 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 the performance of the Successful empaneled Fintech company under the Contract is terminated, and the date upon which such termination becomes effective.	Bidder also request the bank to make the termination of convenience clause be mutually applicable for both parties.	No change.
246	Submission	44	15	15. Termination for ConvenienceThe Bank, by 90 days' or as per project requirement written notice sent to the Successful empaneled Fintech company, 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 the performance of the Successful empaneled Fintech company under the Contract is terminated, and the date upon which such termination becomes effective.	Bidder also request the bank to make the termination of convenience clause be mutually applicable for both parties.	No change.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

247	Submission	53	25.2	Representation and Warranties	Bidder proposes to add: xiii) Warranty period - 90 days warranty periodxiv) No virus warranty - to the best of its knowledge, the Software Program provided to the Bank, at the time of delivery, shall not contain any known virus or other computer software routines or components designed to disable or damage the Bank's systems.xv) No implied warranty - Software product is provided on "as is" basis without any representations, warranties or conditions of any kind, other than those expressly mentioned above.	No change.
248	Submission	53	25.2	Representation and Warranties	Bidder proposes to add: xiii) Warranty period - 90 days warranty period xiv) No virus warranty - to the best of its knowledge, the Software Program provided to the Bank, at the time of delivery, shall not contain any known virus or other computer software routines or components designed to disable or damage the Bank's systems. xv) No implied warranty - Software product is provided on "as is" basis without any representations, warranties or conditions of any kind, other than those expressly mentioned above.	No change.
249	Submission	57	25.7	Solicitation of EmployeesThe 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.	Bidder request the Bank to make this clause mutual. Bidder also proposes following clause:During the term of this Agreement and for a period of two years thereafter, neither Party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other Party, or aid any third person to do so, without the specific written consent of the other Party	No change.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

250	Submission	57	25.7	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.	Bidder request the Bank to make this clause mutual. Bidder also proposes following clause: During the term of this Agreement and for a period of two years thereafter, neither Party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other Party, or aid any third person to do so, without the specific written consent of the other Party	No change.
251	Submission	64	7	Service Level Agreement (SLA)Project specific SLA will be shared with the Successful bidder along with Purchase order.Dependent on the project specific requirements, respective agreements/contracts, SLA, NDA and Pre-Contract Integrity Pact shall be executed between the Bank and successful bidder(s) a part of the contract. Depending on the requirement, Bank may enter into a Tri-partite agreement among Bank, successful bidder (Fintech Company) and the customer who is being offered the solution/service.	Bidder seeks clarity from the bank to confirm on the products/scope of services that would require tri-partite agreement being signed with the customer.	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
252	Submission	64	7	Service Level Agreement (SLA) Project specific SLA will be shared with the Successful bidder along with Purchase order. Depending on the project specific requirements, respective agreements/contracts, SLA, NDA and Pre-Contract Integrity Pact shall be executed between the Bank and successful bidder(s) a part of the contract. Depending on the requirement, Bank may enter into a Tri-partite agreement among Bank, successful bidder (Fintech Company) and the customer who is being offered the solution/service.	Bidder seeks clarity from the bank to confirm on the products/scope of services that would require tri-partite agreement being signed with the customer.	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

253	Submission	34-37		Broad Scope of Work	In the 12 service lines identified, we did not find specific mention of solutions / services pertaining to the following products/ services: a) EFT Switch, b) Debit Card management, c) Bespoke Web Development of various applications, d) Generic and Specialized Testing Services (ATM Switch testing, PRM Integration testing, etc), e) Analytics Services. As an organization specializing in these areas, under which Service Line can the vendor position all of the above services? Or can the Bank create a 13th Service line, wherein vendor can showcase all such services that are not covered in the identified 12 service lines in the RFP? Kindly confirm on the above.	Kindly refer Section III- Scope of work. Solution similar to the sub-category applied for will be considered.
254	Average Turnover	26	3	The bidder must have an average turnover of minimum Rs.2 crores during last 03 (three) financial year(s) i. e. FY 2022-23, FY 2021-22 and FY 2020-21 for its Indian operations	Request for consideration of average turnover of minimum Rs.2 crores during last 03 (three) financial year(s) i. e. FY 2022-23, FY 2021-22 and FY 2020-21 for its Indian operations	Please refer the amendment notice for the related revised clause.
255	Eligibility	29	10	The bidder should have at least 20 technical resources in India (10 Technical resources for start- up/MSE) on its roles across areas such as Technical Architecture, Engineering/Development/ Testers, Design Engineers, Business Analyst (in Banking Domain etc.) – as on the date of RFP.	Request for consideration of Technical resources at the time of RFQ	No change.
256	CertIn	29	Point no: 12	There should be adequate safeguards built in its IT systems to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data.	Do we need to submit VAPT reports for services against which we are submitting our bid ?	Please refer the amendment notice for the related revised clause.
257	Eligibility	28	Point no: 7	Copy of the purchase order and / or Certificate of completion of the work. The Fintech company should also furnish letter from the institution quoting the period and nature of services provided. Details to furnished as per Annexure-XIII.	Kindly confirm if the Annexure- XIII needs to be signed by the authorized signatory of bidder.	Annexure- XIII needs to be signed by the authorized signatory of the bidder

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

258	Eligibility	28	Point no.; 8	The proposed Fintech solution (Applied category of Fintech Solution – Section III) should have been implemented for at least one registered organization/company/institution The platform should be in use /live as on date of publishing RFP	We request you to change the criteria as below: The proposed Fintech solution (Applied category of Fintech Solution – Section III) should have been implemented or in the process of implementation for at least one registered organization/company/institution.	No change.
259	Eligibility	88	ANNEXURE -XI	CHECKLIST FOR THE RFP AS PER ELIGIBILITY CRITERIA (Point 9.1)	We wanted to confirm apart from checklist of 14 points mentioned in Annexure -XI , is there any additional technical or solution document expected from the bidder , kindly confirm?	RFP is self explanatory.
260	Evaluation	25	Point no 4	Presentation/Demo : The presentation/Demo to cover the following areas:(i) Company Profile(ii) Specific area as mentioned in the scope of work(iii) Demo on projects/use cases / solutions / products / services(iv) Architecture - Deployment Type / System Compatibility / Infrastructure(v) Support services – Service Level Agreements (SLAs) / Troubleshooting / Customer Service / IT resilience.(vi) Technology Channels(vii) IT security & Data protection.(viii) Payment security mechanism(ix) HR strength focusing on skillset/domain(x) Any other relevant areas	kindly clarify if the bidder needs to submit presentation as part of the proposal with the points mentioned or this can be submitted at later stage during the DEMO.	Presentation/Demo is the part of evaluation process.
261	Scope of work	35	Sr. no: 5	Merchant Solution Provider	Is bank considering merchant onboarding for its ONDC initiatives OR this onboarding is purely for regular Merchant Acquisition drive for its payment services ?	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

262	Scope of work	35	Sr. no: 7	Marketplace connector solutions	IS bank considering ONDC based market-places ? If bank is proposing its in-house marketplace for sale / purchase - what kind of products / services are being considered here?	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
263	Scope of work	36	Sr. no: 11	Adaptive Authentication Solution - Providing adaptive authentication solution based on various attributes like device fingerprint, geo-location, behavioural data etc. Biometric authentication (finger print/IRIS Scan/ Face recognition etc.) solution for Digital Channels.	Kindly confirm , Aadhaar based Authentication and verification services that come under the eKYC scope can be considered for this category.	Kindly refer Section III- Scope of work. Solution similar to the sub-category applied for will be considered.
264	Scope of work	34	Sr. no: 1	Account Aggregator	For the account aggregator we assume the services are towards Consent Management ,Kindly confirm?	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
265	Submission	51	Last Para	All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorized Signatory (Power of Attorney (POA) proof to be submitted). A certificate of authorization should also be attached along with the bid.	"We understand that any one of the documents is sufficient as proof for the Authorized Signatory: Copy of the board resolution mentioning the name of the Authorized Signatory. OR Power of Attorney (POA) document. Kindly clarify."	RFP is self explanatory.
266	Submission	78	Point no: 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.	Kindly clarify if the bidder can enter into consortium ? Can the bidder partner with 3rd party and offer the solution ? Does the bidder need to hold IP of the solution ?	RFP is self explanatory.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

267	Average Turnover	27	Eligibility Criteria	Point 3; average turnover	The average turnover asked is for Rs. 2 Cr for the past 3 years. Is there any relaxation in it for the DIPP registered startups? Can lower revenue startup apply for the RFP?	Please refer the amendment notice for the related revised clause.
268	Scope of work	36	Beyond Banking Solution Provider	Agri-tech Solution	What kind of Agri-tech solution is the bank seeking?? Can we apply if we provide Agri-fintech solution for the BFSI sector targeting the rural population?	Kindly refer Section III- Scope of work. Solution similar to the sub-category applied for will be considered.
269	Scope of work	36	Beyond Banking Solution Provider	Credit Score	We have our own patented Credit scoring model. Will the bank be interested to do a PoC with the same?	No change.
270	Submission	Page 38	Clause 5	5. JURISDICTION AND APPLICABLE LAW 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 sole responsibility of the supplier/ service provider at their cost.	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 New Delhi. Compliance with labour and tax laws, etc. will be the sole responsibility of the supplier/service provider at their cost.	No change.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

271	Submission	Page 39	Clause 7	<p>7. LIMITATION OF LIABILITY</p> <p>Successful empaneled Fintech company's' aggregate liability under the contract shall be at actual and limited to a maximum of the particular 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' or its employee/ agents. 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</p>	<p>Successful empaneled Fintech company's' aggregate liability under the contract shall be 25% of the particular 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' or its employee/ agents. 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</p>	No change.
-----	------------	---------	----------	---	---	------------

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

272	Submission	Page 41	Clause 10	10. PATENT RIGHTS The empaneled vendor (empaneled Fintech Company) 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. In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the empaneled vendor shall act expeditiously to extinguish such claims. If the empaneled vendor fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the empaneled vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the Fintech company of such claims, if it is made, without delay by fax/e-mail/registered post.	Each Party shall indemnify the other Party 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. In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the Parties shall act expeditiously to extinguish such claims.	No change.
273	Submission	Page 44	Clause 15, 16, 17	15. Termination for Convenience, Termination for Default, Termination for Insolvency The Bank, by 90 days' or as per project requirement written notice sent to the Successful empaneled Fintech company, may terminate the Contract, in whole or in part, at any time for its convenience.	The Parties, by 90 days' written notice sent to the other Party, may terminate the Contract, in whole or in part, at any time for its convenience. The termination clause should be mutual.	No change.
274	Submission	4	4	online bid and offline document submissions	It is Mandatory to submit both online and offline Bid or any one mode,	Bid Documents need to be uploaded through online mode only.
275	Submission	74	1	Non - Judicial Stamp Paper	Need to get it from Chennai or the company's registered office address	Details will be shared with the selected bidder.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

276	Evaluation	25	7- Evaluation Criteria	Total no. of projects executed/ implemented/ completed under the applied category as on date of RFP	Will the count of projects include the Sub-Categories / Use Cases or the broad category in itself - please clarify	The projects executed/implemented/completed in that respective subcategory for which bidder has applied, will be considered.
277	Scope of work	35	7 - Scope	Marketplace connector solutions	Please elaborate on the scope of market place connector	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
278	Scope of work	35	6 - Scope	Customer Engagement Solution.	What encompasses in customer engagement solutions - just feedbacks options or chat bots in this case or if the requirement is different kindly elaborate	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
279	Scope of work	35	3- Digital Payment Solution provider	Payment gatewaysOffline Payment Solutions etc	OEM comes with hands on experience of integrating with other payment systems will be considered as a project for evaluation criteria	RFP is self explanatory.
280	Scope of work	37	12- Digital Solution for Corporates / Partnerships	Prepaid card program managers Credit card program managers Beneficiary management, Fund transfer and Fund management	Please provide details on the mentioned requirement	RFP is self explanatory.
281	Scope of work	34	1- Section 3	Account Aggregator	If OEM come with third party partner for features like account aggregators, CKYC, E-KYC solution etc - will this still be considered for eligibility or not	RFP is self explanatory.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

282	Scope of work	34	1- Digital Journeyssolution provider	API's and SDK's for Digital Journeys.	Please clarify what is the purpose of mobile app for eg will it be used in initiation of application through customers, DSA agents or if others please specify	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
283	Scope of work		NA	Generic Query	What all product lines are being considered in the scope?	Kindly refer Section III- Scope of work. Solution similar to the sub-category applied for will be considered.
284	Submission	34 to 37	1 to 12 - Scope	As discussed in the Pre Bid Meeting, kindly help us understand the below clarification.	Kindly onfirm if the scope is limited to providing only the FinTech APIs only. Or is the Bank expecting the Complete solution in respective areas of scope as mentioned.For EgS No 1 :Bank's digital journeys (Asset & liability).There are digital Journeys end to end which are implemented. Do we consider Journey also or only the FinTech Integration?S No 1 :On-boarding of customersWe have implementeed End to End On-boarding of customer solution.Is the Bank expecting End to End Solution or only the API for PAN Validation & Aadhar Valudation . Kindly confirm.S No 2:Banking process automationThere are multiple processes Implemented across Many Banks. Do we provide end to End Process or Only the Integration related APIs S No 4:Forex Solutions:Trade Finance & solution for Corporates.:Is Bank Expecting End to End Automation of Trade Finance Department including the IRM/ORM/LC/BG etc.,Or is it only the API integration?If the Bank is expecting the End to End Solution, will this need to be integrated with existing Solution or to be as an alternate solution. Kindly confirm	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
285	Submission		NA	Generic Query	Can subcontractors or partnerships be involved, and if so, are there any restrictions? Are there any specific requirements or qualifications for subcontractors/partners?	RFP is self explanatory.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

286	Submission		NA	Generic Query	Are there any preferences or priorities that should be considered in the proposal?	RFP is self explanatory.
287	Submission		NA	Generic Query	What potential risks are associated with the POC/Project, and how should they be addressed?	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
288	Scope of work	35	Section III - Point NO.3	Digital Payment Solution provider : · Payment gateways· Offline Payment Solutions· Digital Wallet / New Online Payment solutions· CBDC (Central Bank Digital Currency) based solutions· Web/Mobile based solution for Business/ corporates· OCR, pattern recognition, Wet signature solution, Passport and VISA verification etc· Solution / Application for Crowdfunding · Smart Payment solutions via NFC/RFID/Blockchain· Virtual Account	Do we need to provide complete switch or connect with existing banking switch to provide the services	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
289	Scope of work	35	Section III - Point NO.7	Marketplace connector solutions: Fintech providing integration with the Marketplace like National Portals, GST Sahay, PSB Loans, e-commerce etc. Enable bank to build own/ in-house marketplaces for sale and purchase	Multivendor-Multi e-com system, is this ok?	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

290	Scope of work	36	Section III - Point NO.10	Beyond Banking Solution Provider: Agri-tech Solution	Please elaborate	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
291	Scope of work	37	Section III - Point NO.12		You are asking for a core banking connected ERP system. Please confirm our understanding and request to elaborate	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
292	Scope of work	34	Section III - Point NO.1	Digital Journeys solution provider: Digital Journeys and use cases based on emerging technology such as Block chain, DLT technologybased solutions, Virtual Reality / Metaverse / AI and Generative AI / Machine Learning and Analytical model for Banking. Account Aggregator Digital Journeys based on local languages. Consent & Communication management solution. Application can be accessible from Web Mobile, Tablet, etc. Web application should be compatible with all browsers. API's and SDK's for Digital Journeys.	Does all option required on any one or combination 1-2 is fine for digital journey – e.g.: Generative AI based onboarding is fine or we need to merge with other provided option - with AI+ blockchain also important	Bidder can participate in one or more Sub-Category and not necessarily for all the Sub-Categories under a given Category.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

293	Scope of work	34	Section III - Point NO.2	Digital Solution for emerging products and Banking process automation: · Buy now Pay Later, Travel now Pay Later.· QR code (dynamic or static).· e-RUPI. Prepaid Instruments/Card Solutions (NCMC Travel Card, General Purpose Card, Gift Card etc.).· Embedded Finance.· Clearing house.· POS.· Fastag. Govt. Schemes.· Co-lending.· Payment processing.· Video KYC.· CKYC, eKYC Solutions.· Clearing solutions (i.e NACH).· CTS Solution for Sub Member Banks · Payment solution for Sub Member Banks.· Banking process automation.· Solutions for Sub Member Bank-On boarding, Integration, Switching (RTGS/NEFT/IMPS/UPI/ATM &Other Digital channels), Reconciliation and Accounting	Do you need an open banking type system layer above existing core banking system or only application which will connect with existing layer of provided services	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
294	Average Turnover	27	3	The bidder must have an average turnover of minimum Rs.2 crores during last 03 (three) financial year(s) i. e. FY 2022-23, FY 2021- 22 and FY 2020-21 for its Indian operations	Can this clause be relaxed for Startups	Please refer the amendment notice for the related revised clause.
295	Evaluation	25	1	Implementation Experience (Purchase Order along with Completion certificate to be submitted)	As we don't have PO can we provide service agreement with our clients	RFP is self explanatory.
296	CertIn	29	8. Eligibility Criteria	There should be adequate safeguards built in its IT systems to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data.	Our servers are hosted at a Data Center which is cert-in certified will that certificate serve the purpose?	Please refer the amendment notice for the related revised clause.
297	Eligibility	26	8. Eligibility Criteria	The bidder must be a registered Company (Public / Private) / PSU / PSE / Partnership Firm / LLP in India and been in operation in India for at least 3 years as on date of publishing RFP.	We are an MSME and having two years experience. Will you allow us to participate?	Please refer the amendment notice for the related revised clause.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

298	MSE	24	2nd	MSE/ NSIC registered bidders are exempted from submitting the bid cost. Such bidders should submit the copy of registration certificate and other document as proof which should be valid for the current period, along with declaration as per Annexure – VIII duly signed by company secretary/ Director of the concerned enterprise.	We are an MSME, are we exempted?	Bid cost is exempted for MSE's only as per Govt guidelines subject to submission of valid documentary proof.
299	Scope of work	34	SECTION – III	Broad Scope of Work / sub category	Can we bid any particular sub category ?	Bidder can participate in one or more Sub-Category and not necessarily for all the Sub-Categories under a given Category.
300	Submission	34 to 37	Section III Broad Scope of Work	Upon thorough review of your EOI, we have noticed that the current scope does not explicitly include the Governance, Risk & Compliance domain. Given the increasing importance of robust Governance Risk and Compliance (GRC) requirements in the financial sector, we believe that incorporating this area into your vendor selection process would be beneficial for the bank.	GRC is vital for banks as it serves as a strategic tool for compliance with RBI regulations, fostering a culture of transparency, accountability, and ethical conduct. The RBI places a strong emphasis on risk management to protect financial institutions from various threats, including credit, market, and operational risks. With the increasing frequency of cyber threats, IT GRC frameworks also play a pivotal role in fortifying Information Security, aligning with the RBI's focus on data security and customer protection. GRC practices shall enable to navigate the complex regulatory environment, ensuring compliance with guidelines. By integrating GRC, it will help not only meet regulatory expectations but also enhance operational efficiency, mitigate risks, and sustain the trust of stakeholders in a rapidly evolving financial landscape.	Kindly refer Section III- Scope of work. Solution similar to the sub-category applied for will be considered.
301	Average Turnover	27	3	The bidder must have an average turnover of minimum Rs.2 crores during last 03 (three) financial year(s) i. e. FY 2022-23, FY 2021-22 and FY 2020-21 for its Indian operations	We are an MSME with 1+ years of operational existence. What is the MSME relaxation for this clause?	Please refer the amendment notice for the related revised clause.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

302	Eligibility	26	4	The bidder must be a registered Company (Public / Private) / PSU / PSE / Partnership Firm / LLP in India and been in operation in India for at least 3 years as on date of publishing RFP.	What is the relaxation for MSME?	Please refer the amendment notice for the related revised clause.
303	Evaluation	24	1	Evaluation Criteria (Company profile)	Marking scheme for MSME?	RFP is self explanatory.
304	Evaluation	25	2	Evaluation Criteria (Implementation Experience)	Marking scheme for MSME?	RFP is self explanatory.
305	Evaluation	25	3	Evaluation Criteria (Employees on Rolls)	Marking scheme for MSME?	RFP is self explanatory.
306	Average Turnover	27	3	The bidder must have an average turnover of minimum Rs.2 crores during last 03 (three) financial year(s) i. e. FY 2022-23, FY 202122 and FY 2020-21 for its Indian operations	Request to change this clause can be relaxed for MSMEs and Changed to "The bidder must have minimum average turnover of 50 Lacs for last 3 financial Years' or "The bidder must have minimum average turnover of 1 crore for last 2 financial Years"	Please refer the amendment notice for the related revised clause.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

307	Submission				1. Technical and Functional requirements not specified in the RFP document.2. Client reference satisfactory letter format not mentioned.3. Can we expect any receipt or payment received confirmation for Cost of Bid	1.This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.2.Latest Satisfactory letter/email to the effect that the solution is implemented and working satisfactorily from the respective organisation/company/institution can be submitted. 3.RFP is self explanatory, please refer Page No - 5,6, 'schedule A' point no 9 and 10.If payment is made online, payment details to be submitted along with the bid documents through online mode only.
308	Evaluation	24	7. Evaluation Criteria		We understand considering the size & stature of Indian Bank, the Bank is looking is for stable & reliable partners, which is well established and there is no threat of insolvency. Considering the same we would request the Bank to consider Turnover of more than Rs. 50 Crores and networth of more than Rs. 10 Crores as a part of evaluation criteria too, in addition to eligibility criteria	No Change.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

309	Scope of work	34	Section III - Broad Scope of Work		We understand that the Bank is engaging with multiple Fintech service providers to provide various digital solutions to customers and the RFP has been published. However we observed that a few of the key products/ services used across by multiple Banks and Financial institutions aren't part of the list. We would request Banks to add the following solutions too to the list.1. Digital underwriting solutions - Bank statement Analysis, GST analysis, ITR/ Financial statement analysis, Salary Slip Analysis, MCA data fetch, Credit Assessment Memo (CAM)2. KYC Authentication - Retail (Aadhaar, PAN, DL, Voter ID, Passport etc.), Commercial (GST, Company search, FDA, FSSAI, Udyam, LEI etc.), Professional (CA, ICWAI, NMC, UDIN etc.), Utility Bills (Electricity, LPG, PNG, Mobile, Email Authentication etc.), Employment & Income Authentication, Vehicle RC Authentication, Penny drop, KYC OCR, Cheque OCR etc.3. Risk/ Fraud checks - Fraud check utility, Litigation suite, Defaulter, AML checks etc.4. Monitoring - EWS checks, Skip Tracing, Asset tracing etc.	Kindly refer Section III- Scope of work. Solution similar to the sub-category applied for will be considered.
310	Submission	49	23. Pre-Contract Integrity Pact	This is an RFP for empanelment of Fintech companies hence no Integrity Pact will be signed. However, project specific Integrity Pact wherever applicable to be executed at the time of engaging the fintech companies for the respective project.	However in the next page, it is mentioned as 'The Bidders shall submit signed Pre-Contract integrity pact as per the Annexure-V. Those Bids which are not containing the above are liable for rejection.' PI clarify if it has to be submitted by all bidders or only by the successful bidders. If to be submitted, is it physical or online submission	RFP is self explanatory.
311	Submission	60	2.5 Offline Submission	-	PI confirm, if the Cost of bid is transferred online and the payment details are shared over mail, still any document to be submitted physically.	RFP is self explanatory, please refer Page No - 5,6, 'schedule A' point no 9 and 10. If payment is made online, payment details to be submitted along with the bid documents through online mode only.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

312	Eligibility			We would like to state that as per your defined financial eligibility to take part in the RPT, it is required avg. turn over of 03CR for last three years.	However we have below 1CR turnover BUT we are quite interested to participate if this financial eligibility criteria is relaxed.	Please refer the amendment notice for the related revised clause.
313	Average Turnover	27	8.3	The bidder must have an average turnover of minimum Rs. 2 crores during last 03 (three) financial year(s) i.e. FY 2022-23, FY2021-22 and FY2020-21 for its Indian operations	Is it mandatory even for a start-up to have an average turnover of minimum Rs. 2 crores during the last 3 financial years for applying in this RFP? Generally, other PSU banks exempt this requirement for a start-up who has received "certificate of recognition from the ministry of commerce and industry (department of industry department of industrial policy and promotion)	Please refer the amendment notice for the related revised clause.
314	CertIn	29	8.12	There should be adequate safeguard built in its IT system to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data.	We have not undergone Cert-in audit till now. Will it suffice if we give an undertaking to submit the requisite audit reports before the release of RFP for specific scope?	Please refer the amendment notice for the related revised clause.
315	Eligibility	26	8.1	The bidder must be a registered company (public/ private) / PSU / PSE/ Partnership Firm / LLP in India and been in operation in India for at least 3 years as on date of publishing RFP	Is it mandatory even for a start up to have operations of at least 3 years for applying in this RFP? Generally, other PSU banks exempt this requirement for a start-up who has received "certificate of recognition from the ministry of commerce and industry (department of industry department of industrial policy and promotion)	Please refer the amendment notice for the related revised clause.
316	Eligibility	28	8.7	Bidders should have experience of minimum 2 years as on the date of RFP in providing similar services for which the bidder is submitting the bid	Is it mandatory even for a start-up to have minimum experience of Rs. 2 years in providing similar services for which the bidders is submitting the bid? Generally, other PSU banks exempt this requirement for a start-up who has received "certificate of recognition from the ministry of commerce and industry (department of industry department of industrial policy and promotion)	Please refer the amendment notice for the related revised clause.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

317	Networth	27	8.4	The net worth of bidder should not be negative during the last 3 financial years (i.e. 2020-21 , 2021-22, 2022-23). And also (ii)should not have eroded by more than 30% (thirty percent) in the last three financial years (i.e. 2020-21, 2021-22, 2022-23) ending on 31.03.2023	Is it mandatory even for a start-up to have: (i) Non-negative net worth during the last 3 financial years (ii) Net worth erosion by less than or equal to 30% For applying in this RFP? Generally, other PSU banks exempt this requirement for a start-up who has received “ certificate of recognition from the ministry of commerce and industry (department of industry department of industrial policy and promotion)	Please refer the amendment notice for the related revised clause.
318	source code audit	87	ANNEXURE-X	Declaration of source code audit (Project specific / NA for this RFP)	Requesting Indian bank to confirm that this annexure is not required to be submitted for this RFP	RFP is self explanatory.
319	Submission	58	2.1.1	Bidders should be in possession of digital certificate in the name of company / bidders with capability of signing and encryption for participating in e-tender. Bidders may use Digital certificate issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from bank officials. bidders are advised to verify their digital certificates with the service providers at least two days before due date of submission and confirm back to bank.	Kindly confirm from whom and how do we need to take approval from in case company want to use digital certificates issued in the name of individuals.	RFP is self explanatory.
320	Submission	62	Section v	Technical and Functional Requirements the detailed technical requirements with marking scheme for each of the feature is as follows :	Requesting Indian bank to confirm what details need to be submitted in this section	This form is project specific.Details will be shared with the selected bidder.
321	Submission	72	ANNEXURE-IV	Performance security format (Project specific / NA for this RFP)	Requesting Indian bank to confirm that this annexure is not required to be submitted for this RFP	RFP is self explanatory.
322	Submission	74	ANNEXURE-V	Pre –contact integrity pact (project specific / NA for this RFP)	Requesting Indian bank to confirm that this annexure is not required to be submitted for this RFP	RFP is self explanatory.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

323	Submission	89	ANNEXURE-XI	GeM seller ID or undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder.	Kindly confirm what details need to be mentioned in this undertaking.	RFP is self explanatory.
324	Submission	93	ANNEXURE-XV	Bid security form	Kindly confirm what details need to be mentioned in this Annexure and when do we need to submit this Annexure?	Details will be shared with the selected bidder.
325	Average Turnover	3	3	The bidder must have an average turnover of minimum Rs.2 crores during last 03 (three) financial year(s) i. e. FY 2022-23, FY 2021-22 and FY 2020-21 for its Indian operations	We request you to kindly amend the following clauses: a) As per Ministry of Micro Small and Medium Enterprises Policy Circular No. 1(2)(1)/2016-MA dated 10th March 2016 : "In exercise of Para 16 of Public Procurement Policy for Micro and Small Enterprises Order 2012, it is clarified that all Central Ministries/Departments/ Central Public Sector Undertakings may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to meeting of quality and technical specifications". Therefore we request you to kindly make relaxation of the yearly turn over and experience of the bidder.	Please refer the amendment notice for the related revised clause.
326	Evaluation	Generic	Evaluation Criteria	Evaluation criteria	While the marking is mentioned on the number of areas of interest by the Fintech Partner, we wanted the Bank to Clarify whether it will be based on Individual sub category or on the main category	Bidders will be evaluated based on sub-category/ies for which they have submitted bid.
327	Submission	38/94	3 (c)	De-empanelment The Bank at its discretion may remove any of the bidders from its panel based on the review. Bank shall also have the right to cancel the panel at any time during the empanelment period. However, termination of any contract accorded to the bidder post empanelment will be as per the terms and conditions of the contract or SLA of the particular project.	Bidder submits that any such de-empanelment shall be due to any material breach by Bidder and which has not been rectified after the cure period provided. Requesting the Bank to please confirm.	RFP is self explanatory.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

328	Submission	39/94	8	Indemnity clause With regard to confidentiality obligations, 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.	Bidder seeks deletion of this indemnity. Requesting the Bank to please confirm	No change.
329	Submission	41/94	10	10. Patent RightsThe empaneled vendor (empaneled Fintech Company) 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. In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the empaneled vendor shall act expeditiously to extinguish such claims. If the empaneled vendor fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the empaneled vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the Fintech company of such claims, if it is made, without delay by fax/e-mail/registered post.	Bidder proposes that if a third party asserts a claim against Client that Services acquired under the Agreement infringes a patent or copyright, Bidder will defend Client against that claim and pay amounts finally awarded by a court against Client or included in a settlement approved by Bidder. To obtain Bidder's defense against and payment of infringement claims, Client must promptly: i) notify Bidder in writing of the claim; ii) supply information requested by Bidder; and iii) allow Bidder to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts. Requesting the Bank to please confirm	No Change.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

330	Submission	41/94	12	12. Intellectual Property Rights (IPR) While the successful empanelled Fintech company/ OEM shall retain the intellectual property rights for the application software, it is required that successful empanelled Fintech company shall grant user-based annual subscription license/perpetual license to the bank for the bank's exclusive use without limitation on the use of those licenses.	Bidder seeks replacement of the first para of Clause 12 as under: Service Deliverables Ownership and Licensing a. When Bidder provides deliverables as specified under this RFP/Contract, Client will own the copyright in works of authorship that Bidder develops for Client (Project Materials). Project Materials exclude Existing Works. Existing Works are works of authorship delivered to Client, but not created, under the RFP/Contract and includes any modifications or enhancements of such works made during the performance of the Services. Some Existing Works may be subject to a separate license agreement (Existing Licensed Works). A software program is an example of an Existing Licensed Work and is subject to its licensing terms. b. Bidder grants Client an irrevocable (subject to Client's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works that are not Existing Licensed Works. Bidder retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Project Materials.	No change.
331	Submission	41/94	13	13. Signing of Contract Form and NDA The successful bidder shall sign the contract form (Annexure-III), Non-Disclosure Agreement (Annexure-VI) and return it to the Bank.	Bidder is submitting revisions to the said Annexures and understands that all the deviations and the final proposal submitted by the Bidder shall form part of the contract and the commencement of services shall begin only after the contract with mutually acceptable terms are signed by the parties. Requesting the Bank to please confirm.	RFP is self explanatory.
332	Submission	42/94	14	14. Settlement of Disputes Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek redressal/ other legal recourse	The RFP provides that the appointment of arbitrators shall be governed by the Act. As such, Bidder seeks deletion of the portions giving IBA the rights to appoint arbitrators Further, Bidder seeks deletion of the highlighted portion Requesting the Bank to please confirm	No change.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

333	Submission	44/94	15	15. Termination for Convenience	As this is only the empanelment process, we suggest that this clause to be discussed and agreed at the mutually based on the solution offered in the subsequest RFP / RFQ post empanelment.	No change.
334	Submission	44/94	16	16.Termination for Default	Bidder submits that any such termination shall be post a cure period of 30 days. Further, this clause shall apply for material breaches by Bidder. Requesting the Bank to please confirm Additionally Kyndryl should have the right to Suspend and or Terminate in the event of any non payment with 30 days notice Requesting the Bank to please confirm	No change.
335	Submission	46/94	18	18. Force Majeure	Bidder submits that Client shall not be relived of its payment obligations under the contract. Requesting the Bank to please confirm	No change.
336	Submission	47/94	19 (e)	The progress regarding the execution of the order accepted by the empanelled vendor is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the empanelled vendor is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.	Bidder seeks deletion of the highlighted portion (risk purchase)	No change.
337	Submission	47/94	19 (g)	g. An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.	Bidder seeks deletion as this is very broad and ambiguous. Requesting the Bank to please confirm	RFP is self explanatory.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

338	Submission	48/94	20	The supplier 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.	Bidder submits that all information (oral/written) must be identified as Confidential Information. There shall be no deemed treatment as Confidential Information. Requesting the Bank to please confirm	RFP is self explanatory.
339	Submission	49/94	22	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.	Bidder seeks clarity that any such assignment to new entity is subject to there being no change to scope/commercials to the detriment of the Bidder. Requesting the Bank to please confirm	RFP is self explanatory.
340	Submission	53/94	25.1 (iv)	If the RFP and any of the terms and conditions stipulated in the document are not accepted by the authorized representatives of the bidder.	Pricing Suggests to propose Term and conditions to be discussed and agreed mutually during each RFP / RFQ stage depending on the requirement / solution. Requesting the Bank to please confirm	RFP is self explanatory. Details of Project specific terms and conditions will be informed to empanelled bidder for the particular category as per Bank's requirement.
341	Submission	56/94	25.4	In case the Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under the agreement to the Bidder for any payments receivable under and in accordance with that business.	Suggest that Bank should have no right of set off as well in lieu with Kyndryl interest as that may affect the other project deliverables and ensure its not linked with each other. Requesting the Bank to please confirm	No change.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

342	Submission	63/94	Section VI	vi. Penalty & Liquidated Damages vii. Earnest Money Deposit viii. Performance Bank Guarantee terms ix. Service Level Terms and Conditions xii. Payment terms xiv. Exit Clause	Suggest these clause should be discussed and mutually agreed. 1. For respective requirement (RFP / RFQ): Team to ensure SLA / Penalty / LD is capped within 10% and not exceeding beyond of the respective month / supply invoice value 2. EMD / PBG appropriate approvals in place 3. Payment Terms :Please ensure to propose Standard Billing and payment terms 4. Exit Clause : This needs to be reviewed and discussed mutually on the individual proposal(s) post empanelment Requesting the Bank to please confirm	RFP is self explanatory.
343	Submission	24/94	Evaluation Criteria	Company Profile	In View of the above clause, we are requesting the Bank to consider us in the category of More than 3 years.	RFP is self explanatory.
344	Submission	26/94	Eligibility Criteria Point No.1	The bidder must be a registered Company (Public / Private) / PSU / PSE / Partnership Firm / LLP in India and been in operation in India for at least 3 years as on date of publishing RFP.	We wish to inform the bank that Our organisation got Split/Novated from the Parent Company IBM 2 Years Back and our Organisation got Registered in India in January 2021 . We will be completing 3 Years in Our Name-Kyndryl- in january 2024. hence requesting the bank to Consider all relevant docuemtns including Financial reports for 3 year eligibility - Our Parent comany docuemnts for 1 year and Kyndryls Docuemtns for 2022 and 2023.	Please refer the amendment notice for the related revised clause.
345	Submission	30/94	10 (c)	Prior to the detailed evaluation, the bank will determine the substantial responsiveness of bid documents. The quote shall conform to all the terms and conditions of the bid documents without material deviations.	Bidder understands that the all the deviations and the final proposal submitted by the Bidder shall form part of the contract and the commencement of services shall begin only after the contract with mutually acceptable terms are signed by the parties. Requesting the Bank to please confirm.	RFP is self explanatory.
346	Submission	70/94	Annexure III	ANNEXURE–III Contract Form	Bidder understands that the all the deviations and the final proposal submitted by the Bidder shall form part of the contract and the commencement of services shall begin only after the contract with mutually acceptable terms are signed by the parties. Requesting the Bank to please confirm.	No change. Details of Project specific terms and conditions will be informed to empanelled bidder for the particular category as per Bank's requirement.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

347	Submission	80/94	Annexure VI	ANNEXURE-VI Non-Disclosure Agreement	Bidder understands that the NDA shall be mutually discussed and agreed upon	RFP is self explanatory.
348	Submission			Successful empaneled Fintech company's' aggregate liability under the contract shall be at actual and limited to a maximum of the particular contract value	Bidder seeks replacement of the RFP clause with the below: Bidder's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Client up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the Services that is the subject of the claim, regardless of the basis of the claim. Kyndryl will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings. These limitations apply collectively to Kyndryl, its affiliates, contractors, and suppliers. Requesting the Bank to please confirm	No change.
349	Average Turnover			a clause stating that the firm must have a turnover of 2 crores in the past two financial years.	Unfortunately, as a registered start-up, our company does not meet this requirement. I want to highlight that we are registered under Start Up India and Kerala Start Up Mission. I would like to bring to your attention that our unique product, the Temple Management Solution, has proven to be an excellent fit for temples, earning the trust of more than 70 temples in Kerala. Given our track record and expertise in this field, I am writing this email to inquire if there are any possible ways to grant us some flexibility regarding the mentioned criteria, enabling us to participate in the opportunity.	Please refer the amendment notice for the related revised clause.
350	Scope of work	35	3-Digital Payment Solution provider	• Web/Mobile based solution for Business/Corporates	What is the Banks expectation from Fintech for this sub categories	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

351	Scope of work	35	7- Marketplace connectorsolutions	Fintech providing integration with the Marketplace like National Portals, GST Sahay, PSB Loans, e-commerce etc. Enable bank to build own/ in-house marketplaces for sale and purchase	Is ONDC part of this sub-category?	RFP is self explanatory.
352	Scope of work	34	2- Digital Solution for emerging products and Banking process automation	<ul style="list-style-type: none"> Embedded Finance Co-lending 	What is the Banks expectation from Fintech for these sub categories	RFP is self explanatory.
353	Scope of work	34	2- Digital Solution for emerging products and Banking processautomation	<ul style="list-style-type: none"> POS 	Is fintech required to give software application for this or hardware supply is also part of scope	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
354	Submission	34-37	Section 3: Broad Scope of Work	– Empanelment of Fintech companies for providing software applications/solutions & support services	Can bank share a road map of expected developments for the next 3 years for each of the categories?	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
355	Submission	34-37	Section 3: Broad Scope of Work	– Empanelment of Fintech companies for providing software applications/solutions & support services	Is the fintech required to have solutions for all sub categories of /use cases within an individual category? Or Fintech with products in selected su-categories can also apply for particular category	Bidder can participate in one or more Sub-Category and not necessarily for all the Sub-Categories under a given Category.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

356	Submission	34-37	Section 3: Broad Scope of Work	– Empanelment of Fintech companies for providing software applications/solutions & support services	In fintech required to create platform or also setup 3 rd party integrations as well. E.g.sub categories BNPL requires integrations with Issuers/NBFCs with the platform.	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
357	Eligibility	29	8. Eligibility Criteria - Last Para No.3 under sub-heading Note:	The proposed solution quoted in this RFP need not be the proposed version of the solution implemented in other Banks	Kindly elaborate this point	Please refer the amendment notice for the related revised clause.
358	MSE	84	NA	Annexure – VII - Declaration for MSME benefits	As per the instruction stated in this Annexure, it needs to be signed by the Director / Secretary of the Company. Kindly clarify & confirm whether alternatively this Annexure can be signed by the Authorised Signatory appointed for signing all the RFP documents of the company as per Company Board Resolution.	RFP is self explanatory.
359	NDA	80	NA	Annexure-VI-Non-Disclosure Agreement	Whether NDA needs to be submitted along with this RFP as it is mentioned in Section-I (RFP) on the Page#17, in 3 rd Para, that all selected vendors from the empanelled list shall be required to execute an Agreement and Non-Disclosure Agreement as per Annexure VI. What should be the Denomination of Stamp Paper?	RFP is self explanatory. Kindly refer RFP Document Page No 17: Section 1 and Page No:42, Section III, Point No 13. Signing of Contract Form and NDA. Details will be informed to successful bidder
360	Submission	4 & 6	Point No.4 & Point No.10	SCHEDULE [A]: Important Dates & Information on RFP Submission: For Offline submission of documents listed in Sl. No. 10 below, the sealed envelope shall be addressed to the Bank and to be delivered at the address below.	On the Page No.6 - under Sl No.10-Documents to be submitted physically by Bidders (Offline Mode) is stated as DD towards Cost of bid document . Kindly confirm apart from DD is there any other Bid document that needs to be submitted Physically/ offline Mode?	Bid Documents need to be uploaded through online mode only.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

361	Submission	42 & 70	Point No.2 in Annexure-III – Contract Form & Point No.13 under Section-III (Broad Scope of Work)	Annexure-III – Contract Form- Point#2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:a) the Bid Form submitted by the Fintech company;b) the RFP including Addendum/s & corrigendum/s.c) the Conditions of Empanelment;d) the Conditions of Contract;e) the Purchaser's Notification of Award/letter of inten 13.Signing of Contract Form and NDAThe successful bidder shall sign the contract form (Annexure-III), Non-Disclosure Agreement (Annexure-VI) and return it to the Bank.	Whether Contract Form needs to be submitted along with this RFP or Post-Empanelment? As in Section-III (Broad Scope of Work) on the Page# 42, Point# 13, under the heading Signing of Contract Form and NDA it is stated that the successful bidder shall sign the contract form (Annexure-III), Non-Disclosure Agreement (Annexure-VI) and return it to the Bank. Also the list of deemed documents stated under Point# 2 of Annexure-III-contract Form Agreement are relevant to post empanelment period & are subject to proper review & understanding of the terms-conditions of respective documents before signing. What should be the Denomination of Stamp Paper?	RFP is self explanatory.
362	Submission	33	Point No.17	Registration in Tender wizard portal and GeM portal	Is there any format for the submission of GeM Seller ID details for already Registered GeM Bidders.	Empanelled Fintech Companies need to share the seller id of Gem Portal and if not registered in GeM portal , Empaneled Fintech companies need to register themselves in the Gem Portal within 30 Days of empanelment.
363	Submission	62	1st Para	Section -V, Technical & Functional Requirements	Whether this Technical & Functional Requirement Form needs to be submitted along with this RFP? As per the format Project Specific Name & technical details are asked for in this form which can be stated only in case of Tender/Bid for specific project whereas this RFP is for Empanelment purpose only. If yes, what technical detail are expected at this stage where no specific projects are being offered for bid.	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
364	Submission	86	1	Annexure-IX- Certificate of Local Content as per Make in India Guidelines	Is this clause also applicable for Local Indian Software Development/IT-ITEs services companies operating only in india with 100% Indian content.	RFP is self explanatory.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

365	Submission	89	Point No.14	Annexure-XI, Checklist for the RFP as per Eligibility Criteria: POA or certificate to the effect that the Authorized Signatory has authority to bind the company to be uploaded with BID.	In case of Private Limited Company, as per general practice a Board Resolution is issued Authorizing Specific Official from the company to Sign & Execute RFP Document on behalf of the company which is binding on the company. Whether this Board Resolution is sufficient for the purpose.	RFP is self explanatory.
366	Submission	93	3rd Para	Annexure-XV- Bid Security Form	Whether this form is applicable at this stage as RFP is only for the Empanelment of the Fintechs & No Monetary Transactions/Contracts are being executed/entered into at this stage. If yes, What should be the Denomination of Stamp Paper? What is the requisite Amount to be stated in the blank space provided for Sum of Rs..... in the 3rd Para of this Bid Security Form.	This form is project specific. Details will be shared with the selected bidder.
367	CertIn	29	8.12	There should be adequate safeguards built in its IT systems to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data.	Certificate from cert-in empanelled vendor attracts huge costs and takes time to receive the same. Request bank to allow latest PCI DSS/SAR/Self Declaration on Bidder's letter head as all the checks for IT systems are already covered in PCI DSS Audits	Please refer the amendment notice for the related revised clause.
368	Eligibility	28	8.7	Bidder should have experience of minimum 2 years as on the date of RFP in providing similar services for which the bidder is submitting the bid.	In PoS business, the Services are ongoing in nature and live. Hence, completion certificates should not be applicable. Request bank to consider bank agreements to consider as performance and completion proof.	Documentary proof stating minimum experience as per RFP and its addendums in providing similar services to be submitted.
369	Eligibility	28	8.8	The proposed Fintech solution (Applied category of Fintech Solution – Section III) should have been implemented for at least one registered organisation/company/institution. The platform should be in use /live as on date of publishing RFP	In PoS business, the Services are ongoing in nature and live. Hence, completion certificates should not be applicable. Request bank to consider bank agreements to consider as performance and completion proof.	Documentary proof stating minimum experience as per RFP and its addendums in providing similar services to be submitted.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

370	Evaluation	25	7- Evaluation Criteria	Total no. of projects executed/ Marks implemented/ completed under	In PoS business, the Services are ongoing in nature and live. Hence, completion certificates should not be applicable. Request bank to consider bank agreements to consider as performance and completion proof.	Documentary proof from the respective organisation to be submitted.
371	Networth	27	8- Eligibility Criteria. 4	The net worth of the bidder should not be negative during last 3 Financial Years (i.e. 2020-21, 2021-22 and 2022-23). and also (ii) should not have eroded by more than 30% (thirty percent) in the last three financial years (i.e. 2020-21, 2021-22 and 31.03.2023.2022-23) ending on	Positive Networth of Bidder in the last 3 years should be sufficient for meeting eligibitliy of bidder. As the for hardware (POS Terminals), there is a depreciation of 30-40% which we need to account every year. Hence, Request to remove the clause related to erodation of more than 30% in the last three finanacial years	Please refer the amendment notice for the related revised clause.
372	Submission	39	7	Limitation of Liability	This clause should be made mutual for both parties.	No change.
373	Submission	44	15	Termination for Convenience	This clause should be made mutual for both parties.	No change.
374	Submission	44	16	Termination for Default	This clause should be made mutual for both parties.	No change.
375	Submission	45	17	Termination for Insolvency	This clause should be made mutual for both parties.	No change.
376	Submission	47	19	Termination of Empanelment	This clause should be made mutual for both parties.	No change.
377	Submission	48	20	Confidentiality	This clause should be made mutual for both parties.	No change.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

378	Submission	70	ANNEXURE-III Contract Form		This should be not Applicable as contract cannot be signed between parties without confirmation of SOW, Also, it asks to confirm regarding the Bill of Material etc. which is not applicable for the empanelment EOI	Details will be shared with the selected bidder.
379	Submission	74	Pre-Contract Integrity Pact (Project Specific/NA for this RFP)		Kindly clarify if this is applicable to this RFP and should be submitted along with the bid documents .	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
380	Submission	74	(To be submitted on Non - Judicial Stamp Paper)		Kindly clarify specific amount of non judicial stamp paper	Details will be shared with the selected bidder.
381	Submission	93	BID SECURITY FORM		The mentioned format should not be applicable for this RFP as there is no EMD	This form is project specific.Details will be shared with the selected bidder.
382	CertIn	29	12	There should be adequate safeguards built in its IT systems to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data. Cert-in Empanelled auditor's report mentioning the clause	As per our Cert-in empanelled vendor, they wont be providing such report certificate as the data will reside on Bank premise in the engagement. Request you to please exempt from this requirement.	Please refer the amendment notice for the related revised clause.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

383	Eligibility	28	8	8. Eligibility Criteria The proposed Fintech solution (Applied category of Fintech Solution – Section III) should have been implemented for at least one registered organisation/company/institution. The platform should be in use /live as on date of publishing RFPThe bidder to submit copy of the Purchase Order & Satisfactory letter to the effect that the solution isimplemented and working satisfactorily from the respective organisation/company/institution	Can we just submit the PO & Go-Live Certificate. It has become really difficult to get letters for every RFP/RFE, as there were many RFPs, RFEs in the last 1 year.	Latest Satisfactory letter/email to the effect that the solution isimplemented and working satisfactorily from the respective organisation/company/institution can be submitted. RFP reference is not required to be mentioned.
384	Scope of work	34		Category of Fintech Solution	Request the Bank to add a category for " Treasury Management Solution "	Kindly refer Section III- Scope of work. Solution similar to the sub-category applied for will be considered.
385	Average Turnover	27	3 (point no.3)	The bidder must have an average turnover of minimum Rs.2 crores during last 03 (three) financial year(s) i. e. FY 2022-23, FY 2021-22 and FY 2020-21 for its Indian operations	Waiver requested as we are a recently formed start up.	Please refer the amendment notice for the related revised clause.
386	Eligibility	28	3 (point no. 7)	Bidder should have experience of minimum 2 years as on the date of RFP in providing similar services for which the bidder is submitting the bid.	Waiver requested as we are a recently formed start up.	Please refer the amendment notice for the related revised clause.
387	Eligibility	29	2 (point no.10)	The bidder should have at least 20 technical resources in India (10 Technical resources for start-up/MSE) on its roles across areas such as Technical Architecture, Engineering/ Development/ Testers, Design Engineers, Business Analyst (in Banking Domain etc.) – as on the date of RFP.	Waiver requested as we are a recently formed start up.	No change.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

388	Networth	27	4 (point no.4)	The net worth of the bidder should not be negative during last 3 Financial Years (i.e. 2020-21, 2021-22 and 2022-23). and also (ii) should not have eroded by more than 30% (thirty percent) in the last three financial years (i.e. 2020-21, 2021-22 and 2022-23) ending on 31.03.2023.	Waiver requested as we are a recently formed start up.	Please refer the amendment notice for the related revised clause.
389	Eligibility	28	7	Bidder should have experience of minimum 2 years as on the date of RFP in providing similar services for which the bidder is submitting the bid.	Relax Purchase Order under this clause.	Documentary proof stating minimum experience as per RFP and its addendums in providing similar services to be submitted.
390	Eligibility	28	8	The proposed Fintech solution (Applied category of Fintech Solution – Section III) should have been implemented for at least one registered organisation/company/institution The platform should be in use /live as on date of publishing RFP	Relax Purchase Order & Satisfactory letter on this clause.	No change.
391	Scope of work	35	8	Aggregator - Fintech working as aggregators	Please elaborate detail about the Aggregator. Can it be Payment Aggregator?	Fintech working as aggregators but not limited to Payment Aggregator.
392	Scope of work	34	General Scope		Bank may consider including category Robotic Process Automation(RPA) in the scope	Kindly refer Section III- Scope of work. Solution similar to the sub-category applied for will be considered.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

393	Submission	5	7	No Commercial quotes are to be submitted for this RFP. Commercial quotes shall be obtained from the Empaneled vendors during the selection/engagement for specific project through closed commercials or reverse auction process or QCBS or any other process as decided by the Bank at that point of time.	Kindly confirm your preferred mode of tendering: QCBS Bid or Least Cost based (L1) bid for this tender.	Details of Project specific terms and conditions will be informed to empanelled bidder for the particular category as per Bank's requirement.
394	Submission	62	SECTION-V	Technical and Functional Requirements	Do we have to submit this letter now.	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
395	Submission	89	ANNEXURE -XI Eligibility Criteria	SI No. 6 - Self-Declaration on Fintech company's Letterhead signed by the authorized signatory.	What kind of declaration we need to submit	RFP is self explanatory. Kindly refer ELIGIBILITY CRITERIA (Point 8)
396	Submission	89	ANNEXURE -XI Eligibility Criteria	SI No. 7 - Copy of the purchase order and / or Certificate of completion of the work. The Fintech company should also furnish letter from the institution quoting the period and nature of services provided. Details to furnished as per Annexure-XIII.	Very difficult to get such letters from the Banks.	Latest Satisfactory letter/email to the effect that the solution is implemented and working satisfactorily from the respective organisation/company/institution can be submitted.
397	Submission	89	ANNEXURE -XI Eligibility Criteria	SI No. 8 - The bidder to submit certificate from the Bank along with the copy of Purchase Order to the effect that the solution is implemented and working satisfactorily.	Banks will not provide any such certificates	Latest Satisfactory letter/email to the effect that the solution is implemented and working satisfactorily from the respective organisation/company/institution can be submitted.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

398	Submission	89	ANNEXURE -XI Eligibility Criteria	SI No. 10 - Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder.	What kind of undertaking we need to submit	RFP is self explanatory. Kindly refer ELIGIBILITY CRITERIA (Point 8)
399	Submission	89	ANNEXURE -XI Eligibility Criteria	SI No. 11 - Self- undertaking on company's letter head and demo/presentation during the evaluation	What kind of undertaking we need to submit	RFP is self explanatory. Kindly refer ELIGIBILITY CRITERIA (Point 8)
400	Submission	89	ANNEXURE -XI Eligibility Criteria	SI No. 12 - Cert-in Empanelled auditor's report mentioning the clause	Which clause	RFP is self explanatory. Kindly refer ELIGIBILITY CRITERIA (Point 8)
401	Submission	93	ANNEXURE-XV	BID SECURITY FORM	Do we have to submit this letter now.	This form is project specific. Details will be shared with the selected bidder.
402	Evaluation	Pg 30	Point 10	General Evaluation Criteria	How many Vendors are expected to be empanelled in each category? any capping on the overall vendor empanelment?	Eligible bidders will be empanelled.
403	Scope of work	Pg 35	SECTION – III	Point 7 - Marketplace connector solutions	Besides integrating with these platforms, is the Marketplace platform a mandatory requirement?	Kindly refer Section III- Scope of work. Solution similar to the sub-category applied for will be considered.
404	Scope of work	Pg 36	SECTION – III	Point 10 - Beyond Banking Solution Provider - Digital Campus solution	Does this mean an Education ERP?	Kindly refer Section III- Scope of work. Solution similar to the sub-category applied for will be considered.
405	Scope of work	Pg 36	SECTION – III	Point 12 - Digital Solution for Corporates / Partnerships - PoS and other Digital Channel Integration	What other Digital channels are being referred to here?	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

406	Scope of work	Pg 36	SECTION – III	Point 12 - Digital Solution for Corporates / Partnerships - Credit card program managers	Is this about Credit Card issuance platform or only card distribution platform	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
407	Submission	Pg 28	SI no 9	The bidder shall be the OEM/ authorized implementation partner for supply of Licenses and solution implementation and maintenance support under warranty/ AMC of the proposed solution.	Is there any format for this Declaration?	RFP is self explanatory.
408	Submission	Pg 31	Point 13	Bid and Proposal Ownership	If related parties bid & qualify for different categories, will they be allowed to be empanelled in separate categories?	Please refer the amendment notice for the related revised clause.
409	NDA	80	1	ANNEXURE-VI Non-Disclosure Agreement	is this to be done on stamp paper/ is this required now or once the selection is done	Details will be shared with the selected bidder.
410	Submission	50	2	The Bidders shall submit signed Pre-Contract integrity pact as per the Annexure-V. Those Bids which are not containing the above are liable for rejection.	Pre-Contract Integrity Pact (Project Specific/NA for this RFP) .Is it applicable or not. In Annexure it say not required but as per the para 2 in Page 50 it is assumed to be a prerequisite for the bid	Details of Project specific terms and conditions will be informed to empanelled bidder for the particular category as per Bank's requirement.
411	Submission	60	3	All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document.	the upload site does not allow PDF only doc , image, zipped folder	RFP is self explanatory.
412	Submission	60	2	After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.	Where is this link , in the online etenderwizard there is no such link to any RFP	RFP is self explanatory.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

413	Submission	62	2	Technical and Functional Requirements -The detailed technical requirement with marking scheme for each of the feature is as follows: To be decided based on project requirement	When is this to be submitted	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
414	Submission	70	1	ANNEXURE–III Contract Form	is this required now or once the selection is done	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
415	Submission	86	para 5	ANNEXURE-IX Certificate of Local Content as per Make in India Guidelines	details of solution offered/ past project detail or proposed details	RFP is self explanatory.
416	Submission	89	POINT 8	The bidder to submit certificate from the Bank along with the copy of Purchase Order to the effect that the solution is implemented and working satisfactorily.	Will Annexure XIII satisfy this point or is another separate letter required. If yes kindly share the format for such letter	RFP is self explanatory.
417	Submission	89	POINT 9	Bidder should specifically certify OEM/Make in India in this regard on company letter head.	Will Annexure ix satisfy this point or is another separate letter required. If yes kindly share the format for such letter	RFP is self explanatory.
418	Submission	89	POINT 10	Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder.	Which Annexure is this referring to	RFP is self explanatory.Kindly refer ELIGIBILITY CRITERIA (Point 8)
419	Submission	89	POINT 11	Self- undertaking on company's letter head and demo/presentation during the evaluation	how is the demo to be submitted/ where will this evaluation take place. Is the understanding to be submitted same as the above point	Details will be shared with the selected bidder.
420	Submission	89	POINT 12	Cert-in Empanelled auditor's report mentioning the clause	Who is a Cert-in Empanelled auditor/ is a regular CA certification enough	RFP is self explanatory.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

421	Submission	89	POINT 13	GeM seller ID	Is a screenshot of the ID on the emarkatplace be enough as proof or anything else required	Empanelled Fintech Companies need to share the seller id of Gem Portal and if not registered in GeM portal , Empaneled Fintech companies need to register themselves in the Gem Portal within 30 Days of empanelment.
422	Submission	92	1	ANNEXURE-XIV /Turnover, Net Worth and P&L Details	Iss it the net profit before or after tax to be filled and submitted	RFP is self explanatory.
423	Submission	93	1	Bid security form	is this applicable for this RFP / Is it applicable for MSME /IF yes what is the value to be filled	This form is project specific.Details will be shared with the selected bidder.
424	Submission	93	1	ANNEXURE-XIII Experience Details	is this to be taken from our clients who have issued PO in their letter head/ will this also satisfy the Annexure -XI CRITERIA POINT8	Latest Satisfactory letter/email to the effect that the solution isimplemented and working satisfactorily from the respective organisation/company/ins titution can be submitted.
425	Submission	88/89	POINT3/4	Self-attested Copies of audited financial statements, duly certified by auditor along with the auditor's report to be enclosed.	Do 2 copies of financials need to be submitted as there is repeat in the checklist	RFP is self explanatory.Kindly refer ELIGIBILITY CRITERIA (Point 8)
426	Eligibility	30	2	In addition to the above, bidder shall arrange for site visits (if required) for Bank's team, where the bidder's software is already functional / implemented.	How much time will the fintech get to inform its client for site visit in case the Bank decides for one	Details will be shared with the empanelled bidder.
427	Evaluation	25	4	Presentation/Demo	Do you need a demo video during submission or will the Bank give a time slot for demonstration of actual product	Presentation/Demo is the part of evaluation process.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

428	Submission	60	2.5	Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Cost of Bid document.	in Addition to uploading do we also need to send the waiver proof via mail too	RFP is self explanatory, please refer Page No - 5,6, 'schedule A' point no 9 and 10. Bid Documents need to be uploaded through online mode only.
429	Scope of work	35	3	Digital Payment Solution provider	Pls clarify Web/Mobile based solution for Business/ corporates	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
430	Scope of work	35	5	Merchant Solution Provider	Does Merchant ERP solution provider means billing application	This RFP is for empanelment, Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
431	Scope of work	35	8	Aggregator	Any further details on scope of work as fintech as aggregators	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
432	Submission	33	17	Registration in Tender wizard portal and GeM portal	Those who have not registered for GeM portal, should they do it immediately or after shortlisting / empanelment	Empanelled Fintech Companies need to share the seller id of Gem Portal and if not registered in GeM portal, Empaneled Fintech companies need to register themselves in the Gem Portal within 30 Days of empanelment.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

433	Submission	60	2.5	Offline submission	Please clarify. Do we need to do offline as well as online submission	RFP is self explanatory, please refer Page No - 5,6, 'schedule A' point no 9 and 10. Bid Documents need to be uploaded through online mode only.
434	Turnover/experience				We have one small query We are a aggregator in travel insurance space where income is calculated on the basis of commission received and not on the basis of turnover. As you are also aware that during covid19 period, travel had come to virtual halt.	RFP is self explanatory.
435	CertIn	29	point 12	There should be adequate safeguards built in its IT systems to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data: Cert-in Empanelled auditor's report mentioning the clause	we will submit the cert in empanelled auditors report for our products.	Please refer the amendment notice for the related revised clause.
436	Eligibility	28	point 8	The proposed Fintech solution (Applied category of Fintech Solution – Section III) should have been implemented for at least one registered organisation/company/institution The platform should be in use /live as on date of publishing RFP	The proposed Fintech solution (Applied category of Fintech Solution – Section III) should have been implemented for at least one registered organisation/company/institution/Bank The platform should be in use /live as on date of publishing RFP	No change.
437	Evaluation	25	7/evaluation criteria point no.2	Implementation Experience: (Purchase Order along with Completion certificate to be submitted)	We request you to accept PO of Bank viz. Public sector/NBFC/Scheduled commercial Bank/DCCB/Coop. Bank. Additionally as a MSE, we request as per rfp page no 30 point c, Prior experience criteria be relaxed subject to meeting of quality & technical specifications during presentation	Please refer the amendment notice for the related revised clause.

**Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023**

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

438	z	Scop e of work		Addition of category/Subcategory	As part of Merchant Solution Provider (Page 35) in Section III, request if there can be addition of sub-category as Customer Loyalty & Merchant Loyalty.	Kindly refer Section III- Scope of work. Solution similar to the sub-category applied for will be considered.
439	Eligibility	26	1	A Fintech company/firm scoring 50% or more marks in evaluation criteria may be empanelled by the Bank for 3 (three) years from date of empanelment subject to fulfilment of all the eligibility criteria's and other terms of this RFP and its amendments. Bank will carry out empanelment as per the Bank's requirement.	We would request the bank to kindly consider changing the empanelment period from 3 years to 5 years.	No change.
440	Eligibility	28	8	8. Eligibility CriteriaThe bidder to submit copy of the Purchase Order & Satisfactory letter to the effect that the solution is implemented and working satisfactorily from the respective organisation/company/institution	Due to confidentiality issues, sometimes Banks does not agree to issue satisfactory letter to their vendors. We would request Indian Bank to consider emails from the official mail ids of Bank as satisfactory evidence of the implemented solutions.	Latest Satisfactory letter/email to the effect that the solution isimplemented and working satisfactorily from the respective organisation/company/ins titution can be submitted.
441	Eligibility	29	12	8. Eligibility Criteria	Requesting Indian Bank to consider ISO certification of the bidders as a mandatory eligibility criteria. Please consider below additional clause. Clause: Bidder should have ISO 9001:2015 & ISO 27001:2013 certificates to qualify in the RFP. Bidder should submit the valid certificate along with the bid.	Please refer the amendment notice for the related revised clause.
442	Evaluation	24	1	7. Evaluation Criteria Office Location At Chennai, Mumbai, Bengaluru, Kolkata, Pune, Hyderabad & Delhi-NCR	We assume that bidder need to have office in any of location listed to score the full marks. Please confirm.	Points will be calculated based on office location in any of the listed cities as per the RFP.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

443	Scope of work	35	4	SECTION – III Broad Scope of Work 4. Forex Solutions - Foreign Inward / Outward remittance solutions for ETB / NTB customers. - Trade Finance & solution for Corporates. - Forex prepaid card.	We would request bank to elaborate scope of work for 'Forex Prepaid Card' in this category. Is it related to the issuance of forex card?	Kindly refer Section III- Scope of work. Solution similar to the sub-category applied for will be considered.
444	Scope of work	34	1	SECTION – IIIBroad Scope of Work – Empanelment of Fintech companies for providing software applications/solutions & support services	Can a fintech apply in a different category RFQ other than the one in which they are empanelled, if they develop the new product or solution in future.	RFP is self explanatory. Please refer section III, scope of work, point no 3B.
445	Scope of work	34	1	SECTION – III Broad Scope of Work – Empanelment of Fintech companies for providing software applications/solutions & support services	Requesting Indian Bank to clarify whether a vendor can participate in any category if they have the capability of any one of the sub-category / use cases.	Bidder can participate in one or more Sub-Category and not necessarily for all the Sub-Categories under a given Category.
446	Submission	74	1	ANNEXURE-V Pre-Contract Integrity Pact (Project Specific/NA for this RFP) (To be submitted on Non - Judicial Stamp Paper)	We assume that bidder has to submit the integrity pact in 100 Rs. stamp paper.	Details will be shared with the selected bidder.
447	Submission	39	2	Limitation of Liability : Maximum liability is limited to the contract value. Except for IP breach and wilful default	Can we have the maximum liability reduced to 50% of the total contract value? Please confirm?	No change.
448	Submission	Generic	Generic	POA / Letter of authority	In some places POA and Letter of authority have been used interchangeably. Please confirm if a Board resolution or Letter of authority can suffice the requirement, instead of a POA?	RFP is self explanatory.
449	Submission	Generic	Generic	Non-solicitation	Non-solicitation is unilateral. We need to have the non-solicitation clauses applicable to both parties. Please confirm?	RFP is self explanatory.
450	Submission	Generic	Generic	Export Control Clause	Can we include the export control clause while submitting the bid?	No change.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

451	average Turnover	27	Point no. 3	Pre-qualification	1. Considering the volume of SOW, bidders qualifying turnover should be more (10cr – 12cr.)	Please refer the amendment notice for the related revised clause.
452	Combined	Combined			1. Net Worth: Is it possible to change the existing clause to 'Positive Net Worth in 2 out last 3 FYs' (Considering the Covid Scenario in last 3 years)2. Is Completion Certificate is mandatory or Purchase Order/Work Order from client is OK as work experience?3. To be empaneled, do we need any certificate as Fintech Company from RBI/SEBI/IRDA or any Regulatory Authority?4. Is Security Audit Certificate mandatory when registering/empanelment?	RFP is self explanatory, also Please refer the amendment notice for the related revised clause.
453	Eligibility	28	Point no. 7	Eligibility Criteria	1. Definition of “Similar Services” required in a more vivid manner.	RFP is self explanatory.
454	Eligibility	29	Point no. 11	Eligibility Criteria	Requirement about regulatory authority needs more clarity?	RFP is self explanatory.
455	Eligibility	29	Point no. 12	Eligibility Criteria	What is meant by 'empanelled auditor report in safe guard issues?	RFP is self explanatory.
456	Evaluation	25	Point no. 2	Evaluation Criteria (QCBS)	1. Private/corporate credential acceptable? 2. CC is mandatory? 3. Total no. of project executed does not require any project value?	RFP is self explanatory.
457	Evaluation	30	Point no. 9C	Evaluation Criteria	What is the exact relaxation for MSE's?	Please refer the amendment notice for the related revised clause.
458	Submission				Any Idea of total project cost?	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.
459	Submission				Any mobilization advance?	Details of Project specific requirement will be informed to empanelled bidder for the particular category as per Bank's requirement.

Response/Clarification to Pre-Bid queries - RFP for Empanelment of Fintech companies for providing Software Applications/solutions and support services
dated- 02.12.2023

Ref: CO/DB&FP/2481/R1/2023-24

Date: 03.01.2024

460	Generic	Generic		Generic Query	1. We have not paid non-refundable amt of Rs 5000 so can we do that now. 2. If possible could you please share the questions/answers sheet asked by the other vendors during pre bid meeting, and if we could figure out our doubts from that would help us.	Please refer section II point no 6 for the cost of bid to be paid.
461	Generic	Generic		Generic	As per the checklist in the RFP, there is an ask to provide supporting documents like - 1. Copy of the purchase order and / or Certificate of completion of the work. The Fintech company should also furnish letter from the institution quoting the period and nature of services provided. Details to furnished as per Annexure-XIII2. The bidder to submit copy of the Purchase Order & Satisfactory letter to the effect that the solution is implemented and working satisfactorily from the respective organisation/company/institution. We just wanted to check if the above documents are mandatory as part of the 26.12.2023 submission.	RFP is self explanatory.
462	Generic	Generic		Generic	Could you please clarify if we may propose deviations at this stage and that no liability shall be upon Q if there is failure of mutual agreement on terms proposed for individual projects ?	No change.
463	Submission	5	Point no. 9	Bid Submission	1. Online bid submission procedure is not clear? Is it through CPPP? 2. Only technical bid submission?	RFP is self explanatory. Bid needs to be uploaded in tender wizard portal.