

Bank's clarification on Pre-bid Queries from Prospective Bidders for RFP- Selection of Service Provider for end-to-end implementation of Payment Reconciliation Application for Digital Banking Channels and Products.

RFP Reference: BCC:DOG:RECON:114:11-198 Dated 22nd November 2022

S. no.	General Queries related to RFP	Comments & Suggestions	Bank's Comment
1.	Through the previous RFP with Reference Number: BCC:DIGITAL:DOG:DCOT:114:343 Dated: 12.05.2022, the bank had asked Reconciliation of all incoming and outgoing transaction (debit/credit/PPI cards etc.) as per Page 13. Here also, Bank is asking Prepaid card Reconciliation on Page no.10. So Prepaid card seem to have reappeared here as new recon process.	Please clarify, if we have to consider Prepaid card as new recon process under this RFP?	Details are mentioned in the RFP as per point no.14 on page no. 36.
2.	Will the Bank provide access to Bank's Incident Management tool if any for onsite support purposes?		Depending upon the requirement, Bank may provide access to Bank's Incident management tool if any for onsite purpose after considering security aspect.
3.	For any remote troubleshooting post go live, will the Bank provide remote access via VPN, Webex to the production environment for our product engineering team based offsite?		Depending upon the requirement, Bank may provide access after considering security aspect.
4.	Will the Bank provided access to any application monitoring tool for monitoring purposes?		Depending upon the requirement, Bank may provide access after considering security aspect.
5.	What are the ongoing reporting requirements of the Bank from the onsite support team once the application goes live? Please specific clearly		Details will be shared during the time of implementation.
6.	Will the Bank setup a L1 helpdesk team to address all calls/emails from Bank's' internal teams or external entities once the application goes live?		Details regarding online / offline support are mentioned in the RFP document on page no.108.
7.	Will the Bank provide onsite support pertaining to Database, OS, Middleware, Network, Storage & Backup and Security support?		Depending on the infrastructure deployment, details will be shared during the time of implementation.
8.	What will be the payment terms for post implementation onsite support?		Details are mentioned in the RFP in section 8 Invoicing and Payments.
9.	Confidentiality	Bidder proposes to sign a mutual Non-Disclosure Agreement by both parties.	SLA and NDA document will be shared with the successful bidder. NDA, as per

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			bank's policy, to be signed by the successful bidder.
10.	General Queries	Suggest Bank may consider the proposed solution on transaction basis instead of License based model. We will provide the services at the banks site in order to keep the confidentiality.	No change in the RFP clause.

S.No.	Page no.	Point / Section #	Main Section Name	Clarification points as stated in tender document	Comment & Suggestions	Bank's Comment
1.	2	3 and 4	RFP Information and Important dates	Last date of written request for clarifications before the Pre-bid Meeting (through email) on 28th Nov,2022 Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) on 30th November, 2022 (Wednesday) at 03:00 PM.	Request for extension of pre-bid query timelines by 1 week (till 2nd dec), we are yet to receive comments from our Legal & risk team	No change.
2.	2	5	RFP Information and Important dates	Last date of submission of RFP response (closing date) is on 17th Dec,2022	Request to extend the closing date by 4 weeks i.e, 17th Jan,2023.	Please refer corrigendum-1 on bank's website.
	2	5	[A] RFP Information and Important dates:	Last date of submission of RFP response (closing date): 3:00 pm on 17th December 2022. Mode: Online	Request the bank to extend the Bid submission by 15 days from the date of publishing the pre-bid clarifications on the Banks website.	Please refer corrigendum-1 on bank's website.

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3.	8	1	Introduction	At the bank's discretion, the same would also need to be implemented at Regional Rural Banks (RRBs) of Bank of Baroda & foreign subsidiaries / territory branches on CAPEX (Capital expenditure) model.	Will the infrastructure and setup be used for global BOB branches and RRB or same solution with a different database instance be used?	The expectation is same solution with customization with a different database instance.
4.	9	3	Scope of work	NA	There should be a detailed requirement gathering session during the 1st phase of the project for better clarity of the overall ecosystem	Broad scope is already provided in the RFP document. More details will be shared with successful bidder.
5.	15	4.3	Technical and Functional Specifications	NA	For any material change in the solution, will mutually discuss and align on the scope and efforts	Broad scope is already provided in the RFP document. More details will be shared with successful bidder
6.	46	6	Technical Criteria Evaluation	NA	Nothing is mentioned on the supporting documents/formats for the various criteria mentioned.	Copy of the purchase / work order and Certificate of satisfactory completion and management of the work including integration & running successfully, by the authorized official of the Bank served along with self – declaration.
7.	46	4	Technical Criteria Evaluation	Solution having DC/DR capability (10 marks)	Can a solution based on cloud/AWS for reduced cost and a competitive alternative overall be proposed? If yes, please clarify on marking scheme	The bidder should have provision for a cloud native solution as given in the scope. The solution should have the capability to be built, deployed and managed in Bank private cloud environment.
8.	48	8	Invoicing and Payments	For payment purpose and as per the scope of the RFP, it is proposed to implement 20 modules/products The	There are only 15 modules/products given in the scope of work that needs to be	We have proposed to implement total of -20- modules out of which -15- are mentioned in the Scope of

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				license cost will be equally divided among the 20 modules/products.	included in the application. Also, technical and functional specification under point 4 mentions 21 products/modules. Please clarify on the exact number of modules/products that need to be considered	RFP. Apart from -15- modules, application / solution capability and detailed requirement is mentioned in the technical and functional specification i.e. Section 4 and Table-1.
9.	48	8	Invoicing and Payments	The one time license cost (also includes UAT and production license cost) would be divided equally among the modules to be delivered as a part of the solution and payment will be released module-wise within 90 days of going live of each module subjected to final sign off and acceptance by Bank team.	Hardware procurement is not feasible in 90 days as delivery time is around 5-6 months.	It is expected from the bidder to factor the hardware sizing and requirements clearly in their technical proposal. The bidder should develop and submit a detailed project implementation plan indicating milestones and deliverables to Bank. The bidder has to provide IT infrastructure (Hardware), network & other infra support. Bidder to provide the technical specification of the hardware and cost of all individual components. The hardware and infrastructure sizing requirement has to be provided by the bidder. The Bank may or may not procure the IT infrastructure and other supporting hardware, if it is already available with the Bank. Bank at its own discretion may swap the Bidder proposed component with component which Bank already have. Hardware procurement and

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						other timelines will be shared with the successful bidder.
10.	48	8	Invoicing and Payments	NA	No payment milestone is provided in case of any hardware procurement. Everything depends on the module integration. Please elaborate	It is expected from the bidder to factor the hardware sizing and requirements clearly in their technical proposal. The bidder should develop and submit a detailed project implementation plan indicating milestones and deliverables to Bank. The bidder has to provide IT infrastructure (Hardware), network & other infra support. Bidder to provide the technical specification of the hardware and cost of all individual components. The hardware and infrastructure sizing requirement has to be provided by the bidder. The Bank may or may not procure the IT infrastructure and other supporting hardware if it is already available with the Bank. Bank at its own discretion may swap the Bidder proposed component with component which Bank already have. Hardware procurement and other timelines will be shared with the successful bidder. Hardware Payment (if procured from the bidder):

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						<p>a.50% payment of hardware components supplied by the vendor on delivery at Bank's site (DC / DR, Mumbai / Hyderabad).</p> <p>b.30% payment of the hardware components supplied by the vendor will be made on successful installation / testing of the hardware at Bank's premises.</p> <p>c. Balance 20% payment of the hardware components supplied by the vendor will be made after successful implementation and against performance bank guarantee of an equivalent amount.</p>
11.	48	7	Delivery Schedule	The products and/or Systems and/or Services covered under this invitation are to be supplied, installed and commissioned within timeline mentioned in RFP- 90 days.	This is not feasible to implement in case the hardware procurement process is involved as delivery of hardware takes around 5-6 months. Also, can we look for alternate cloud solution with competitive required results	UAT setup at the discretion of the Bank may be made available to the successful bidder to start the development, deployment and testing of the solution. If Bank does not procure the hardware from the bidder and if no hardware is procured from the bidder the solution to be made live within 90 days as stated in the RFP.
12.	NA	NA	NA	NA	Can a bidder participate as an IP (intellectual property) or a consortium/JBR can be formed? If yes, please provide details on limitations, if any.	Details are mentioned in the eligibility criteria.

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13.	NA	NA	NA	NA	Can we provide sub-contracted resources for support and maintenance?	Please refer clause on Subcontracting at page no. 67.
14.	38	15	PAPL Operations	<p>1. System should perform reconciliation of PAPL Operations transactions to be reconciled by following 2-way reconciliation based on CBS Report File, Eretail report file with Qlik file on T+1 basis.</p> <p>2. System to generate output files for match transactions, failed transactions, Account wise recon summary and detailed reconciled report as required.</p> <p>3. System should generate report on Reconciliation Settlement, refund and cancellation Account, and Subvention Account based on output files.</p>	Can we get detailed process flow of PAPL	Broad requirement in the form of source input files and expected outputs are clearly mentioned in the RFP. Further details will be shared with the successful bidder.
	38	15	PAPL Operations	<p>1. System should perform reconciliation of PAPL Operations transactions to be reconciled by following 2-way reconciliation based on CBS Report File, Eretail report file with Qlik file on T+1 basis.</p> <p>2. System to generate output files for match transactions, failed transactions, Account wise recon summary and detailed reconciled report as required.</p> <p>3. System should generate report on Reconciliation Settlement, refund and cancellation Account, and Subvention Account based on output files.</p>	Request the Bank to provide more clarity on PAPL.	Broad requirement in the form of source input files and expected outputs are clearly mentioned in the RFP. Further details will be shared with the successful bidder.

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15.	38	16	Digital Lending	<p>1. System should be capable to carry out the reconciliation of collection account debited on T day and settlement Account credited on T+1 basis.</p> <p>2. System should carry out 3-way reconciliation between data from DLP platform, source (IPG) settlement report and CBS accounting entries extract on daily basis and generate report for pending transaction to be settled for a specific transaction date.</p> <p>3. Stamp Duty Reconciliation: System should carry out reconciliation of the Stamp duty account as per the details provided by bank.</p>	Can we get detailed process flow of Digital Lending	Broad requirement in the form of source input files and expected outputs are clearly mentioned in the RFP. Further details will be shared with the successful bidder.
16.	44	4	Eligibility	The solution offered must be already be implemented in Private/Public Sector Undertaking Bank in India having minimum business mix of 4 lac crore as on 31st March, 2022.	We request bank to relax this criteria for MSME member.	The solution scope involves a large scale complex, huge transaction volume and comprehensive implementation and prior expertise is required.
17.	21	NEFT	Financial Specification	System should have capability to carry out reconciliation of NEFT transactions to be reconciled by following 3-way reconciliation based on CBS File, QNG file and SFMS file on T+1/2 basis.	Please let us know what is QNG file?	These are industry standard payment application names. However, this refers to the NEFT middleware application file.
18.	23	RTGS	Financial Specification	System should have capability to carry out reconciliation of RTGS transactions to be reconciled by following 3-way reconciliation based on (CBS, QLIK File), QNG file and SFMS file on T+1/2 basis.	Please let us know what is QLIK file?	This is CBS file extracted from Bank's data-warehouse application.

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19.	27	UPI Part III	Financial Specification	1. System should read support / switch source file and generate output file in the format as required by the bank to be e-mailed to the aggregator. 2. System should read the aggregator / master merchant/ switch file/ CBS file.	Please elaborate what are the files to be matched as part of Recon process?	Details will be shared with the successful bidder.
20.	36	IPG Reconciliation	Financial Specification	System should perform reconciliation of NTRP transaction by using the file from the aggregator PayU, IPG application & CBS.	Please elaborate the term NTRP.	One of the source input file for reconciliation.
21.	38	PAPL Operations	Financial Specification	System should perform reconciliation of PAPL Operations transactions to be reconciled by following 2-way reconciliation based on CBS Report File, Eretail report file with Qlik file on T+1 basis.	Please let us know if PAPL operations transaction pertains to Pre-approved personal loan transactions or something else?	The bidder's understanding is correct. PAPL refers to Pre-approved personal loan.
22.	38	PAPL Operations	Financial Specification	Stamp Duty Reconciliation: System should carry out reconciliation of the Stamp duty account as per the details provided by bank.	Please let us know that at this stage, if it is possible for the bank to reveal input source participating in this recon process?	Details will be shared with the successful bidder.
23.	39	Other modules like - Aadhar Enabled Payment System	Financial Specification	c) FIG Files (Bank Domain): FIG will generate the raw data file and push the same in SFTP Server/ Service provider location.	Please elaborate more on the term FIG.	One of the source input file for reconciliation.
24.	9	First bullet point	Scope of Work	The solution should be implemented at Bank, and at the Bank's discretion, at RRBs of Bank, foreign subsidiaries and	a) Please let us know total number of RRBs, foreign subsidiaries, etc., that will require this Recon solution to be deployed as a part of the	a) 3 RRBs, application can be used by the entities with separate database instances.

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				or any subsidiary / branch / office of this Bank	scope? b) for foreign subs, will the solution be hosted in India or in the respective foreign subsidiary's country?	b) Details will be shared with successful bidder.
25.	103	xi	Annexure 08– Service Level	In case uptime falls below the guaranteed level, Bank will impose a penalty as given below	This may please be noted that since Bank is providing hardware and hardware maintenance too, the downtime due to any hardware failure shall not be passed on to the successful bidder. Please clarify.	The bidder has to provide IT infrastructure (Hardware), network & other infra support. Bidder to provide the technical specification of the hardware and cost of all individual components. The hardware and infrastructure sizing requirement has to be provided by the bidder. The Bank may or may not procure the IT infrastructure and other supporting hardware if it is already available with the Bank. Bank at its own discretion may swap the Bidder proposed component with component which Bank already have. Hardware procurement and other timelines including downtime incidents/ penalty/ uptime depending upon the incidents will be discussed with the successful bidder.
26.	12	Bullet point	Scope of Work	The live data would be provided to the selected service provider for running the processes during testing period. The selected service provider will confirm that functionality provided is as	Please confirm if any data migration from the legacy system will be part of the scope of this work?	Application should have the capability to read and store old / legacy date/period data and perform reconciliation, generate

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				per the RFP scope, data migration and processing speed is proper, the results produced by their application are correct.		and store outputs with the data for old date/period.
27.	8	2.Project Objective	2.Project Objective	Presently, Bank is processing a volume of 3 crore transactions on daily basis. Assuming that the volume of transaction will grow by 2x, 3x, 4x, 5x, 6x times for the subsequent years on daily basis, the hardware sizing and other infrastructure requirement has to be properly factored in the technical proposal submitted by the bidder.	Request bank to confirm if the following volumes can be considered for arriving at day to day Business Operations commercials. A:Year 1 : 6 crore transactions per day B:Year 2: 9 crore transactions per day C:Year 3: 12 crore transactions per day D:Year 4: 15 crore transactions per day E:Year 5: 18 crore transactions per day	The projections are provided keeping in view upper threshold. Bidder may note that the present daily volume is approx. 3 crore. Presently, each product recon requires 3 input files for performing the reconciliation. The three input files will almost consist of same / or more number of records. For example: UPI recon would require three input file and each input file will consist of 2.5 crore or more records. Bidder to size the solution and infrastructure accordingly.
28.	8	2.Project Objective	2.Project Objective	Presently, Bank is processing a volume of 3 crore transactions on daily basis. Assuming that the volume of transaction will grow by 2x, 3x, 4x, 5x, 6x times for the subsequent years on daily basis, the hardware sizing and other infrastructure requirement has to be properly factored in the technical proposal submitted by the bidder.	Request bank to provide the dispute volumes to be considered for the engagement.	Average daily dispute volume is 0.1-0.5% of the daily transaction volume.
29.	45	6.Elibility	6.Elibility Criteria Point 13	Eligibility Criteria: The reconciliation application having an uptime > 99%.	Request bank to specify the documentary proof that is required	Yes, bidder to provide declaration.

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		Criteria Point 13		Documents Required: Copy of documentary proof to be submitted.	to be submitted for the Eligibility criteria. The understanding is that bidder is expected to provide a declaration that the reconciliation application will have uptime of 99%. Please confirm.	
30.	92	Annexure 05- Commercial Bid	Annexure 05- Commercial Bid	7.Any Other cost	Please clarify the row in which the AMC of the softwares (such as database, webserver, proposed recon solution etc.) the following need to be entered. The understanding is that the same has to be in row 7.Any other cost. Please confirm	Yes, any other cost if deemed applicable or proposed by the bidder has to be entered by the bidder.
31.	72	Section 20	Information / cyber security measures for service providers	Information / cyber security measures for service providers	Since the Recon application is expected to be deployed within the Bank's DC, kindly clarify how points under this section such as network management, data leak prevention strategy, etc. form part of the responsibility of the vendor?	Bidder has to comply with Section 20.
32.	91	Annexure 05	Commercial Bid	Commercial Bid	What are the skills expected by the Bank against 3(a) Two onsite resources at Bank locations? 24 x 7	Details are mentioned in the RFP
33.	91	Annexure 05	Commercial Bid	Commercial Bid	What are the skills expected by the Bank against 3(b) Two onsite resources at Bank locations? 16 x 7	Details are mentioned in the RFP
34.	91	Annexure 05	Commercial Bid	Commercial Bid	What are the locations where the Bank expects to have the 2 onsite	Details are mentioned in the RFP i.e. Mumbai and Hyderabad and DC/DR and Vadodara.

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					resources? Please specific exact locations of the Bank.	
35.	91	Annexure 05	Commercial Bid	Commercial Bid	How does the Bank expect 2 resources to support a 24 x 7 window against requirement 3(a) given that as per Labour Laws, each resource is entitled to State mandated holidays, weekly offs, medical and other leaves?	Bidder has to provide the onsite services for smooth running, uptime and maintenance of the application as reconciliation is a 365 day activity as per the guidelines issued by RBI vide RBI circular no: RBI/2019-20/67 DPSS.CO.PD No.629/02.01.014/2019-20 dated 20th September 2019 on "Harmonisation of Turn Around Time (TAT) and customer compensation for failed transactions using authorised Payment Systems"
36.	91	Annexure 05	Commercial Bid	Commercial Bid	How does the Bank expect 2 resources to support a 16 x 7 window against requirement 3(b) given that as per Labour Laws, each resource is entitled to State mandated holidays, weekly offs, medical and other leaves?	Bidder has to provide the onsite services for smooth running, uptime and maintenance of the application as reconciliation is a 365 day activity as per the guidelines issued by RBI vide RBI circular no: RBI/2019-20/67 DPSS.CO.PD No.629/02.01.014/2019-20 dated 20th September 2019 on "Harmonisation of Turn Around Time (TAT) and customer compensation for failed transactions using authorised Payment Systems"

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37.	12	3	Scope of Work	Costs for the Escrow arrangement will be borne by the Bidder	Bidder request the bank to bear the cost for escrow arrangements.	No change in the RFP clause.
38.	42	4	Technical and Functional Specifications	The list of functional specifications given above is not exhaustive and bidders must support all regulatory, network, Govt., IBA, NPCI change requests at no extra cost, all the reconciliation needs of the Bank that arise during tenure of the contract.	Costs towards Additional Services can be mutually agreed between the parties, bidder request the bank to park the clause for negotiation. "Additional Services" shall mean any changes, additions or modifications in scope of services, quality, or involve additional efforts, cost and expenses thereto that were mutually agreed through a change request. (for example: costs pertaining to implementation of new mandates from the regulators, change in security framework requirements such as PCI Software Security Framework (SSF) certification). Fees applicable for the Additional Services shall be mutually agreed between the parties	No change in the RFP clause.
39.	49	9	Liquidated damages (LD)	In the event of delay in performance relating to the scope of work and where the bidder is solely responsible, penalty (Liquidated Damages - LD) will be applicable. Implementation Phase If there is any delay in implementation of project or new requirement from the	Bidder proposes to change "5% of the total cost" to "5% of the costs applicable for the implementation phase"	No change in the RFP clause.

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				stipulated time frame as given in scope of work the penalty of Rs.25000 per week will be applicable to the maximum of 5% of total cost		
40.	50	9	Support and Maintenance Phase	For every event, Liquidated damages at the rate 0.1% of the Annual maintenance cost will be applicable. The aggregate LD in a quarter is capped at 10% of the Annual maintenance cost (AMC) across multiple events (of type incidents). The Liquidated Damages will be calculated on a quarterly basis.	Bidder proposes to limit the liquidated damages to "10% of the AMC applicable for the quarter"	No change in the RFP clause.
41.	50	10	Contract period	The Contract with the selected bidder will be valid for a period of 5 years (additional 2 years extendable, on same rate, terms & conditions, as per Bank's discretion) from the contract date.	bidder request the bank to modify highlighted portion of the clause as follows: mutually agreed rates and terms and conditions at that point of time	No change in the RFP clause.
42.	50	11	Term and Renewal	Without prejudice to the right of termination, BOB may renew or extend the term of this Agreement, for a period of 2 Years after the initial Term of 5 years, on the same rate terms and conditions of this Agreement, as per its sole discretion.	bidder request the bank to modify highlighted portion of the clause as follows: mutually agreed rates and terms and conditions at that point of time	No change in the RFP clause.
43.	64	19	Dispute Resolution and Arbitration	This Agreement shall be governed and construed and enforced in accordance with the laws of India. Both parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms	Bidder requests the Bank to consider agreeing for arbitration at a neutral venue. Bidder proposes jurisdiction courts at Mumbai.	No change in the RFP clause.

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				of this Agreement, only the courts in Vadodara shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.		
44.	64	19	Dispute Resolution and Arbitration	All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. Arbitration will be carried out at Bank's office, Vadodara. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings	Bidder requests the Bank to consider agreeing for arbitration at a neutral venue.	No change in the RFP clause.
45.	65	19	Termination	1. Bank shall have option to terminate / cancel this RFP at any stage without any prior notice. In following events Bank shall terminate this assignment or	Bidder proposes to have locking period of 2 years prior to exercise right of termination. Bidder requests the bank to give an	No change in the RFP clause.

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				cancel any particular order if Bidder: 2. If deductions of penalty exceeds more than 10% of the total contract price or amount of total penalties exceed 20% of the quarterly payment in any quarter.	opportunity of hearing before invoking any provisions under this clause. Bidder also requests the bank for the mutual termination rights. "Either party may terminate the contract with 90 days prior written notice subject to lock-in period has been mutually agreed between the parties." Bidder requests the bank to include termination rights to the Vendor due to breach any committed by the Bank.	
46.	66	19	Contract Review and Effect of Termination	The validity of this contract shall be 5 years from date of its signing and can extend upto 2 years at the discretion of the Bank as stated above. Procedures for transition and migrating to the new bidder Time frame for parallel run Skill transfer mechanism and in specific cases the human resources requirement.	bidder to clarify on the highlighted portion of this clause. Any resource retention costs or absorption costs shall be mutually agreed between the parties	No change. Details will be shared with the successful bidder.
47.	67	19	Indemnity	The Bidder shall at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services	Bidder shall not be liable for any act or omission by the Bank or Bank dependencies or for any act beyond the reasonable control of Bidder and also indemnification has to be mutually covered for both Parties. If Service Provider receives notice of an infringement claim or otherwise concludes that	No change in the RFP clause.

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				are used, sold or received, notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim; and Cooperates with the Bidder in the defense and settlement of the claims.	the Software Products may infringe the Proprietary rights of a third party, the Bank shall allow the Provider, at Provider's option (i) to procure the right for the Customer to continue using the Software Products; or (ii) modify the Software Products or replace the Software Products with alternative software product without adversely affecting Customer operations; or (iii) terminate this Agreement	
48.	68	19	Property Rights	Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws. Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.	Bidder would like to mention that any customizations performed for the Bank shall be owned by the Bidder. Bidder also requests the Bank to modify the clause as follows: "Upon payment of the applicable fees for the customizations, the successful bidder shall deploy the customized software. At the end of the Agreement period, Bank shall return all the documentation to the Bidder and stop using the software. In case Bank engages new service provider or solution after the Contract period, the successful bidder shall perform transition support for a maximum period of 3	No change in the RFP clause

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					months based on the terms and costs mutually agreed in the transition plan"	
49.	69	19	Limitation of Liability	Bidder's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value. Bidder's liability in case of loss suffered by Bank on account of claims against the Bank resulting from Willful Misconduct or Gross Negligence arising due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.	Bidder also proposes to include limitation of liability clause in general cases other than infringement. Model clause: In no event will the Service Provider's total liability to the Customer in any action, whether in contract or tort, exceed the License Fee actually paid by the Bank initially to the Service Provider for the specific Software Program for the 1st year of the contract.	No change in the RFP clause
50.	69	19	Assignment	The bidder agrees that the bidder shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including bidder's affiliate without the prior written consent of the Bank.	Bidder request the bank to make the assignment rights mutual. bidder propose the clause as "Neither Party shall assign or otherwise transfer this Agreement without the prior written consent of the other Party. This Agreement or the relevant provisions shall be binding upon the executors, heirs, representatives, administrators and assigns of the Parties hereto".	No change in the RFP clause

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51.	70	19	Solicitation of Employees	<p>Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.</p> <p>The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.</p>	bidder the propose to modify the term from one year to two years.	No change in the RFP clause

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52.	2		RFP Information and Important Dates	Application Money - Rs.25,000/- Bid Security (Earnest Money Deposit) - Rs.25,00,000/-	Our organisation is registered as a "Medium" entity under MSME Act of Govt. of India, Request Bank to waive off the tender fee as per GFR 2017 Guidelines - Rule No. 161 wherein it is mentioned that MSME's should be exempted from payment of tender fees and EMD	Please refer bullet point under sub section "Bid Security / Earnest Money Deposit" on page 57.
53.	43	4	Eligibility Criteria	Copy of the purchase / work order and Certificate of satisfactory completion and management of the work including product, integration & running successfully, by the authorized official of the Bank served.	Request Bank to modify that clause as mentioned below: Copy of the purchase / work order/ Certificate of satisfactory completion and management of the work including product, integration & running successfully, by the authorized official of the Bank served.	No change in the RFP clause.
54.	44	11	Eligibility Criteria	Bidder should not be partially or fully owned/controlled/part of any financial institution or any payment platform. The bidder must be a non-Bank promoted entity.	We believe that the clause is discriminatory and intended to filter out competition. Request Bank to omit the mentioned clause.	No change in the RFP clause.
55.	45	14	Eligibility Criteria	The Bidder should be an ISO 9001: ISMS 27001 certified for the service and data security should be ISO 27001 certified and recently audited.	As per our understanding the Bank is expecting that the bidder should be ISO 27001 certified and the registration certificate should be valid for the RFP period. Request Bank to kindly confirm the same	The criteria is self-explanatory.
56.	45	20	Eligibility Criteria	Subsidiary or associate or holding company or companies having common	We believe that the clause is not a prerequisite to judge the	No change in the RFP clause.

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				director/s or companies in the same group of promoters/ management or partnership firms / LLPs having common partners should not participate in the bid process.	competency of bidder and irrelevant. Hence it should not be a part of the Eligibility Criteria. Request Bank to omit the mentioned clause.	
57.	45	22	Eligibility Criteria,	Bidder should have implemented an end-to-end reconciliation project for reconciliation of UPI, IMPS, NEFT, RTGS and BBPS with atleast any 2 of the aforesaid modules/ products in any of the scheduled commercial banks in India.	Request Bank to modify that clause as mentioned below: Copy of the purchase / work order/ Certificate of satisfactory completion and management of the work including product, integration & running successfully, by the authorized official of the Bank served.	No change in the RFP clause.
58.	46		Technical Criteria Evaluation	Experience in providing similar services, volumes handled and period * Experience More than 3 banks (25 marks) Between 2 to 3 banks (15 marks) for more than 1 year with average daily volume 2 crores	Request Bank to modify the clause as mentioned below: Experience in providing similar services, volumes handled and period * Experience More than 3 banks (25 marks) Between 2 to 3 banks (15 marks) for more than 1 year with average daily volume 1 crore Request Bank to also inform the marks allotted for experience for	No change in the RFP clause.

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					providing similar services, volumes handled between 1 to 2 Banks	
59.	49		Invoicing and Payments	License Cost It is proposed to implement 20 modules/ products The license cost will be equally divided among the 20 modules/products. Any additional module/ product, apart from the modules/ products listed in RFP, license cost will be released as and when they will be implemented.	License Cost should be payable on delivery of license	No change.
60.	49		Invoicing and Payments	One Time Implementation Cost	Rather than module wise payout, request Bank to modify the clause as mentioned below: 40% - On UAT sign-off 40% - On Go-live 20% - after three months of Go-live	No change in the RFP clause.
61.	49		Invoicing and Payments	One Time Implementation Cost	Request Bank to include the below mentioned clause in respect of Implementation cost as well: Payment for any left-out module not yet implemented will be released by the bank after the end of the contract.	No change in the RFP clause.

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62.	91		Annexure 05 - Commercial Bid, Clause 2	One time implementation cost (Cost of implementation will include end-to-end implementation of the proposed application with requisite software's like operating system, database, etc.)	Request Bank to kindly confirm whether Bank will provide the license for operating system, database and any third party software as there is no provision to provide costing for the same	Please refer page no. 49 point on One Time Implementation cost and page no.91 point no. 2.
63.	91		Annexure 05 - Commercial Bid, Clause 3(a)	Cost of on-site support two each at -2-locations as specified by Bank (24X7)	As per our understanding, for 24 x 7 support for 2 locations, Bank is looking for two support staff per shift, i.e. total 6 resources Request Bank to kindly confirm the same	Details are mentioned in the RFP and payment for onsite resource will be made on actual requirement and utilization.
64.	91		Annexure 05 - Commercial Bid, Clause 3(b)	Cost of on-site support two each at -2-locations as specified by Bank (16X7)	As per our understanding, for 16 x 7 support for 2 location, Bank is looking for two support staff per shift, i.e. total 4 resources Request Bank to kindly confirm the same	Details are mentioned in the RFP and payment for onsite resource will be made on actual requirement and utilization.
65.	92		Annexure 05 - Commercial Bid, Clause 6	AMC of Hardware	Request Bank to let us know how Bank intends to factor in the AMC cost of Recon Solution	AMC cost of recon solution will be part of one time and license cost and yearly payment will be made as per the invoices raised by the bidder and implementation of the respective module. Any other cost if deemed applicable or proposed by the bidder has to be entered by the bidder in "Any other cost" point of the Commercial bid template.

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66.	8	2	Project Overview	At Bank's discretion, bidder will also be required to support Bank and RRBs in integration of future solutions, which Bank/RRBs are going to procure.	In case of major changes required that will change the application logic or reconciliation process or the reporting formats, the successful bidder will follow the Change Management Process and place before the Bank the efforts estimates with applicable commercials that will be discussed with the Bank depending on the complexity of the change.	Please refer Commercial bid Template point 4.
67.	9	2	Project Overview	The bidder has to submit the source code review report to the Bank at regular intervals.	As requested earlier, request the Bank to consider transaction basis instead of licence basis.	No change in the RFP clause.
68.	10	2	Project Overview	Network connectivity, security and other infrastructure may be provided by the Bank depending on the availability with the bank.	Request the bank to modify this clause to "Network connectivity, security and other infrastructure will be provided by the Bank."	No change in the RFP clause.
69.	10	3	Scope of Work	The solution /application may be accessed from different locations. Solution provider (bidder) to ensure the same.	Whether the Bank can quantify the number of locations from where the solution will be accessed.	The application would be accessed from different locations of the Bank as per the requirement which would be discussed with the successful bidder.
70.	11	3	Scope of Work	Non-compliance penalty of NPCI or any other regulatory entity, applicable to Bank and Customer compensation for delayed reconciliation, delayed filings and beyond prescribed TAT (Turnaround time) will have to be borne by the bidder for reasons not attributing to the Bank and attributing	If it is not fault on the bidders side. Such penalty should not be levied on the successful bidder.	The clause is self-explanatory.

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				to the Bidder. Penalty amount and customer compensation for such incidences will be recovered from the bidder. This would be part of Liquidated Damages.		
71.	11	3	Scope of Work	At the end of contract period and / or as and when desired by the Bank, Bidder has to arrange for data / process reverse migration to Bank or to new service provider, as & when finalized by the Bank at free of cost.	The vendor can provide the raw Data on completion of contract. However in case the new vendor calls for certain specification it may attracted additional charges which may be discussed with the Bank.	No change in the RFP clause.
72.	12	3	Scope of Work	Escrow Mechanism:-The Bank and Bidder shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the Payment Reconciliation application / product supplied / procured in order to protect its interests in an eventual situation. The Bank and the successful Bidder shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow arrangement will be borne by the Bidder.	The source code will be kept in safe custody which can be operated jointly. i.e. by the bidder and the bank.	No change in the RFP clause.
73.		3	Scope of Work	Turnaround time: The proposed solution for any module / product reconciliation should take a maximum one-two hour to complete end-to-end	We can provide subject to availability of data on time.	The clause is self-explanatory.

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				reconciliation beginning from placing the raw input files, processing, generation of output reports, etc. This would be the part of SLA.		
74.	43	4	6. Stage 1 – Eligibility cum Technical Bid	Bidder or OSD should have experience of 1 year or more of development, deployment, monitoring and management of reconciliation solution with a large public/ private sector Bank, having experience in India. The Service provider / bidder should have implemented atleast 2 modules out of UPI/ IMPS/ NEFT/RTGS/ BBPS which should be running successfully for more than a year. The solution offered must be already be implemented in Private/Public Sector Undertaking Bank in India having minimum business mix of 4 lac crore as on 31st March, 2022.	We are providing reconciliation services for the Banks in India for IMPS, UPI, RTGS, NEFT. Kindly let us know whether the Bank can consider transaction basis for banks instead of license basis. Request Bank to provide more clarity on the business mix.	No change in the RFP clause. The clause is self – explanatory.
75.	91	5	Annexure 05– Commercial Bid	Total cost of Hardware requirements for successful implementation of the solution as per the technical specifications / requirements / scope of work as mentioned in the RFP document. (Amount in Rupees) (Please provide detailed hardware configuration along with part number and item-wise break up)	In the RFP, the Bank has stated that they may or may not procure the hardware. In view of this are the bidders to quote for this excluding License cost? Or Request Bank to provide a separate line for quoting hardware and software license cost such as database, etc. in the commercial bid format.	Please refer Commercial bid Template point 5.
76.	44	4	Eligibility Criteria	Waiver for experience with Banks	We have 10 years of vast experience in IT services/products	No change in the RFP clause.

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					and worked with giants in financial industry however, do not have experience in Banking. Request you to consider waiver for the same.	