

Request for Proposal for Selection of Service Provider for Supply, Implementation & Maintenance of Bharat Bill Payment System (BBPS) services under CAPEX model for a period of 5 years.
Bid Number GEM/2023/B/3332051 dated 30.04.2023
Bank's Responses on Pre-Bid Queries

Sr. No.	Page #	Point / Section #	Category (Eligibility / Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation by Bidder	Bank's Response
1	Page no 30	Point 2 #D- Experience & Support Infrastructure	Eligibility Criteria	Bidder should have direct support offices at Mumbai & Hyderabad	We have direct support offices at Mumbai location , kindly consider the same bidder should have direct support offices at Mumbai	Please refer addendum
2	Page no 53	Annexure 10 #Brief Project Scope	Scope of Work	The selected bidder has to provide complete set-up to Bank of Baroda for Biller Operating Unit (BOU) and Customer Operating Unit (COU) in Bharat Bill Payment Ecosystem as per NPCI/RBI guidelines along with Bank's customizations	Request you to please clarify does the said scope include hardware related setup as well.	Hardware is not in the scope of this RFP
3	Page no 54	Annexure 10 #Requirement in phase 1	Scope of Work	•Whatsapp banking •Credit card and Pre paid card portal	Need to understand the exact requirement of BBPS as a product in whatsapp banking and creditcard/prepaid portal capex module?	Whatsapp Banking, Credit card and pre paid card portal are the Customer OU channels where BBPS bill payment facility is to be enabled for customers in making their bill payments. The proposed BBPS COU solution should be capable of the same.
4	Page no 59	Annexure 10 # Support	Scope of Work	1) The bidder should be able to provide support on 24 X 7 basis throughout the contract period. 2) Facility needs to be built to monitor BOU & COU application and its infrastructure round the clock (24 * 7) basis with automated tools	Since the said RFP is on capex module the resources required for support required separate commercial	Separate line item is already included in Commercial bid format for onsite support.
5	Page no 60	Annexure 10 #Cloud Adaptive	Scope of Work	1) Solution should be 100% cloud native. Solution should be able to migrate to cloud without any additional cost (if Bank wants to migrate its solutions/applications to cloud in future).	Cloud Migration solution will incur separate commercial	Solution shall be cloud native. Cost involved in migration on cloud will be discussed with the bidder as and when Bank plans to migrate to cloud. In presentation / product demo, bidder shall be able to show that solution is cloud native and can be migrated to cloud without any hassle.
6	Page no 61	Annexure 10 #Open Source Software	Scope of Work	1)Open source software should be supported in the proposed solution.	Kindly confirm If the bank has existing oracle eula, and can it be use the same for DB?	Bidder has to give the Infra sizing as per the format given in the RFP which includes database too.
7	31	B.Technical Bid Evaluation	Technical Bid Evaluation	The number of Implementations carried out in India (In the last 3 years starting from 01-04-2020 till RFP submission date) ** -For each Implementation 3 marks	We request the bank to amend and increase the score to 5 marks per implementation.	Please refer addendum
8	54	Annexure 10 – Project Details - Scope of Work	Scope	The higher-level scope consists of the following requirements: - All Regulatory Certifications	Request the bank to elaborate and clarify on all Regulatory Certification requirement.	During the implementation phase & contract period, bidder will be responsible for all certification related activities pertaining to NPCI / NBBL / RBI / Any other related agency. The selected service provider to provide all necessary support, ensure enhancements, upgradations, mandates, if any in the application to comply with all regulatory guidelines and certification requirements. As part of bid submission, Letter of confirmation from the OSD is required as per point number 19 of Annexure 1

9	54	Annexure 10 – Project Details - Scope of Work	Scope	The higher-level scope consists of the following requirements: - Reconciliation and Settlement	We assume that Reconciliation and Settlement is part of MIS. Kindly clarify	Bank expects service provider to provide dedicated / automated module to handle Reconciliation and Settlement process
10	55	Requirement in phase 1:	Scope	UPI (BHIM Baroda Pay) BHIM (NPCI 's UPI solution) Agent Institution	We request the bank to elaborate the use case of these functionalities	UPI (BHIM Baroda Pay), BHIM (NPCI 's UPI solution), Agent Institution are the Customer OU channels where BBPS bill payment facility is to be enabled for customers in making their bill payments. The proposed BBPS COU solution should be capable of the same.
11	56	Biller Operating Unit:	Scope	Selected bidder should integrate biller following all required procedures within maximum 15 working days or as desired by Bank/ Biller or as decided by the regulatory body.	We assume that bank will support the bidder during the integration with the billers	Yes, Bank will provide the support to selected Bidder in co-ordinating integration process with the billers
12	60	CMS & DMS Handling (Complaints/Dispute Management):	Scope	All complaints' data registered or assigned in CANVAS or through any other complaint management portal pertaining to the BBPS solution delivered as part of the agreement to be tracked, stored and made available in the portal for BOB Complaint Management/Dispute Management team	Since, CANVAS are done by NPCI, hence generating report will be not possible.	As per NPCI guidelines, NPCI complaint management systems to be made available in all the customer OU channels and wherever applicable is to be made available. Complaints on NPCI Canvas portal will be attended by the bank team. Support required from the service provider on need basis to attend technical challenges scenarios by providing the logs /analysing the logs for RCA of the incident .
13	65	Technical Scoring Sheet:		1. The architecture should support all banking delivery channels (current & future)	We assume that delivery channels are payment channels. Kindly clarify.	Yes, delivery channels are existing payment channels such as Bank's Internet Banking, Mobile Banking, UPI, CBS, FI, MFK, CBS, etc. and any other future channels.
14	65	Technical Scoring Sheet:		4. The architecture should have the ability to increase the number of concurrent instances to keep the application server parameters below 70% utilization (CPU, Memory, Hard disk, etc.)	We request the bank to elaborate the requirement scope for better understanding	In case of increase in transactions, application should be capable of running multiple instances of relevant services / modules on a single or multiple servers so that overall server utilization parameters remain within threshold of 70%.
15	78	Annexure 11	Service Levels	Penalty table	The Maximum cap on penalty per month shall not exceed 10% of the monthly billing.	No Change
16	78	Annexure 11	Service Levels	Penalties/Liquidated damages for not maintaining uptime	Delivery team to review and confirm the penal provisions as it seems to be on higher side. The capping for penalty/LD should be in the range of 0.5% to maximum 5%	No Change
17	92	Annexure 18	Integrity Pact		Is it to be printed on Stamp paper?	Yes on non-judicial stamp paper of Rs.600/- and both hard & soft copies need to be submitted.
18	101	Annexure 19	Service Level & NDA	This Agreement shall come into force on _____ and shall be in force and effect for a period -----, unless Bank terminates the Agreement by giving a prior written notice of 30 days as per the terms of this Agreement.	This Agreement shall come into force on _____ and shall be in force and effect for a period -----, unless either party terminates the Agreement by giving a prior written notice of 30 days as per the terms of this Agreement to the other party.	No Change
19	101	Annexure 19	Service Level & NDA	Code of Ethics	Service Provider do follow its own code of ethics which will be similar to Banks, however if there is any other important code that needs to be followed in relation to this service, same can be discussed mutually	No Change

20	102	Annexure 19, Point 13	Service Level & NDA	Set off	Set off can only be done post giving prior written notice of 7 days to Service Provider. Also what are the scenarios in which set-off will get triggered.	No Change
21	104	Annexure 19, Point 15	Service Level & NDA	Confidentiality	This clause shall be mutual and obligations under this clause shall survive for 2 years post expiry/ termination of this agreement	No Change
22	105	Annexure 19, Point 16	Service Level & NDA	Indemnity	Service Provider should also obtain indemnities from the Bank, at par with the indemnities provided by it under the said corresponding clause of the RFP. Also the indemnity should be capped to 10% of monthly billing.	No Change
23	107	Annexure 19, Point 19	Service Level & NDA	Termination rights to Service Provider	Service Provider should have the right to terminate. The termination rights should be at par as provided to Client.	No Change
24	109	Annexure 19, Point 21	Service Level & NDA	Law, Jurisdiction and Dispute resolution	The governing law incase of dispute should be courts of Mumbai	This is already mentioned in the RFP
25	110	22	Service Level & NDA	Audit	Audit should be conducted with prior notice to Service Provider. Notice of atleast 7 days should be provided.	Advance notice will be given
26	110	Point 23	Service Level & NDA	Limitation of Liability	This clause shall be mutual The maximum liability of Service Provider shall be limited to 10% of the monthly billing.	No Change
27	111	Point 27	Service Level & NDA	Assignment	Bank should not withhold or deny any such request for assignment unreasonably and the Bank must respond to the request in a time-bound manner. Also, any related refusal(s) must be detailed with reasons.	No Change
28	112	Point 28	Service Level & NDA	Non- Solicitation	This clause shall be mutual. Bank should also be obligated to not hire or employee any employees of Service Provider.	No Change
29	112	Point 30	Service Level & NDA	Force Majeure	The term "Pandemic" be included under the definition of a Force Majeure Event.	No Change
30	3		Scope of Work	Following Payment Types need to be supported - Cash - Credit/ Debit Cards - Net Banking - IMPS - Prepaid Instruments - AEPS - Standing Instructions - Any other such type	Trust the respective channel systems would integrate with the Bank's Payment Gateway solution to support the various payment types listed in the RFP	Application has to support the listed payment modes for all the existing channels & Future channels to be integrated with BBPS COU application as well as BOU system (including OFF US transactions).

31	7		Scope of Work	The bidder should be able to provide support on 24 X 7 basis throughout the contract period.	<p>1. Request the Bank to clearly define the scope for the onsite support services.</p> <p>2. Does this also include business operations support like reconciliation, dispute management etc.,?</p> <p>3. For application monitoring related activities, trust the Bank would provide the required monitoring tools like AppDynamics, Dynatrace etc.,</p> <p>4. Trust the infrastructure, network monitoring, 3rd party application tools support and DBA related activities would be performed by the Bank, since the infrastructure would be owned and managed by the Bank.</p>	<p>1. 24x7 support for application monitoring.</p> <p>2. Bank teams handle Business operations like Reconciliation / Dispute Management. Service provider to support bank for attending / resolving technical issues related to the BBPS System. Log extraction / analysing a technical issue / Root cause analysis related to Reconciliation / Dispute management.</p> <p>3. Bank will not provide any specific monitoring tool. However Bidder's onsite support team should be able to monitor using application-provided dashboard or admin module and / or relevant backend queries / commands/ 3rd party tools to be provided and supported by bidder.</p> <p>4. Yes.</p>
32	7		Scope of Work	Facility needs to be built to monitor BOU & COU application and its infrastructure round the clock (24 * 7) basis with automated tools.	Considering the implementation would be on an on-premise set-up, it is assumed that the tools required for monitoring/ incident management would be provided by Bank	Repeated Query.
33	7		Scope of Work	Only licensed products should be used in the solution	This contradicts with the clause 'Open Source Software' in page 8 that requires product to support Open Source Software	Bidder need to ensure that there should not be any infringement issues with OEM/OSD for the proposed software licenses. There are open source softwares available in the market which also need license/ATS support from OEM
34	9		Scope of Work	6. To provide SMS and web-based query for knowing the status of transaction	Request Bank to elaborate on the requirement for SMS based transaction status check	Bank expects service provider to provide/develop a solution for SMS and web-based query for knowing the status of transaction for customers .
35	10		Scope of Work	16. SFTP set up for file exchange with Biller/AI	The SFTP (infrastructure) needs to be provided and maintained by the Bank, considering the implementation would be on an on-premise set up	Solution should facilitate secured file (daily MIS etc.) exchange from BBPS application to Biller / AI and necessary Infrastructure shall be provided by Bank
36	10		Scope of Work	19. Fraud Risk Monitoring Related tools	Is the bidder expected to provide an FRM solution? In a bill payment scenario, there is a limited role for an FRM solution, considering the payment is made to a registered entity in the BBPS ecosystem. Request the Bank to elaborate/ clarify on the FRM scope expected from the bidder.	Bank may integrate the BBPS system to Bank's Centralised FRM solution. Bank expects service provider to extend support for the same with necessary technical Integration without any additional cost to Bank..
37	11		Scope of Work	11. Supports real time replication of data from production site to DR site and permit manual shift of the application to the DR site as per the Banks' BCP.	The replication of data between Production and DR site would be a function of the Database and the associated replication tools of the Bank. What is expected from the BBPS solution vendor?	Proposed database should support mentioned features and bidder support is required in BCP related activities conducted by Bank for BBPS application during the contract period
38	11		Scope of Work	2. Automatic notification / reporting of application unavailability through mails, SMS, etc.	Trust these automated notifications would be configured as part of the monitoring tool the Bank would implement	Application should have a functionality to add/ modify contact number and email of SPOCs and should automatically send SMS & email in case of application unavailability for early resolution.

39	15		Scope of Work	7. The system should have the ability to rollback a transaction to a particular stage and restart, if required.	Roll back of a transaction is not possible if the transaction leg reaches NPCI. Roll back is essentially on reconciliation/ batch processes. Request the Bank to elaborate the requirement. Also, the transaction can be restarted only from the source (channel systems) and not from the BBPS solution	Solution should be capable for the requirement, wherever applicable / supported.
40	17		Scope of Work	8. Availability of a Ticketing System - The transition of a complaint to a defect and fixing of the same should be captured in the tool/workflow and status of the same should be available to Bank on an ongoing basis.	Is the bidder expected to provide a ticketing system? What is the estimated count of bank users who are expected to have access to the ticketing system?	Yes, a mechanism has to provided which can be accessed and updated by both bidder as well as Bank teams. Around 10 users from Bank are expected to access the system.
41	17		Scope of Work	The Vendor needs to size the infrastructure (hardware, Operating System, Database and other related software etc.) for the solution based on the volume and the growth indicated this annexure – Functional Requirement (Project Scope) and propose the same as part of their technical bid submission. Bank may provide/use existing IT infrastructure based on the sizing proposed by the vendor.	The volume estimates are not provided in the document. Request Bank to provide current and expected volumes annually for five years	Current & expected TPS are as mentioned in Sr. No. 1 of Functional scoring.
42	1		Technical evaluation scoring	The number of Implementations carried out in India (In the last 3 years starting from 01-04-2020 till RFP submission date) **	Request the Bank to consider the total number of implementations and the number of years of experience of the bidder in offering BBPS solution instead of number of implementations in the last 3 years, since not many banks (mid-size/ large) implemented/ migrated in the last 3 years. Alternately, the Bank can evaluate based on current/ live customers as on date of the RFP along with the total number of years of experience.	Please refer addendum
43	1		Application availability	Vendor will have to guarantee a minimum uptime of 99.50%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.50% on 24x7x365.	Scheduled/ planned downtimes should be excluded from the calculation of availability	Already mentioned clearly in the RFP documents. Refer the very last line of the annexure which you are referring.
44	10		Bid Security	Exemption from EMD Amount	We are attaching herewith the MSME Udyam Certificate. Please confirm if the EMD can be waived off?	Exemption will be given to MSE (micro and small enterprises) as per Govt. of India guidelines.
45	1	a) Software Licenses	Payment Terms	50% of the license cost on delivery of Software Licenses plus applicable tax (wherever applicable) at actuals.	Request Bank to consider revising this clause to 50% of License Cost on delivery of license keys or code drop plus applicable taxes.	No Change
46	1	a) Software Licenses	Payment Terms	30% of the license cost plus applicable tax (wherever applicable) after go-live sign off from the Bank. Go Live Sign Off in the form of Acceptance Test should be sealed and signed by both Bank's identified Project Manager & bidder's representative. 20% of the license cost plus applicable tax (wherever applicable) after Go-Live closure signoff from the Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be sealed and signed by both Bank's identified Project Manager & bidder's representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off.	The difference between Go live & Go live closure mentioned in the milestones are not very clear. Request Bank to consider revising it to 30% on UAT sign off & 20% on Go Live sign off	Go live closure means all issues faced after production go-live need to be resolved to Bank's satisfaction in a reasonable time. No change in payment terms.

47	1	b) Implementation and Integration Cost (OTC)	Payment Terms	<p>30% of Implementation Cost plus applicable tax (wherever applicable) after Implementation, Customization & UAT Sign off in the form of Acceptance Form which should be sealed and signed by both Bank's identified Project Manager & bidder's representative</p> <p><input type="checkbox"/> 40% of Implementation Cost plus applicable tax (wherever applicable) after go-live sign off from the Bank. Go Live Sign Off in the form of Acceptance Test should be sealed and signed by both Bank's identified Project Manager & bidder's representative</p> <p><input type="checkbox"/> 30% of Implementation Cost plus applicable tax (wherever applicable) after Go-Live closure signoff from the Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Bank's identified Project Manager & bidder's representative</p>	<p>Request Bank to consider the following milestones: 30% of Implementation Cost plus applicable tax (wherever applicable) on FSD/SOW signoff <input type="checkbox"/> 30% of Implementation Cost plus applicable tax (wherever applicable) on UAT Commencement. <input type="checkbox"/> 20% of Implementation Cost plus applicable tax (wherever applicable) after UAT signoff from the Bank. UAT Sign Off in the form of Final Acceptance Test should be signed by both Bank's identified Project Manager & bidder's representative <input type="checkbox"/> 20% of Implementation Cost plus applicable tax (wherever applicable) after Go Live signoff from the Bank. Go Live Sign Off in the form of Final Acceptance Test should be signed by both Bank's identified Project Manager & bidder's representative Operational Issues will be part of Managed Services and not part of Go-Live Sign Off.</p>	No Change
48	1	c) Annual Technical support and Regulatory Changes	Payment Terms	Payable half yearly in advance against receipt of signed satisfactory service report of previous half-year from the Bank's Project / Operation Manager.	Request Bank to revise the payment term to Payable annual in advance like a typical AMC/ATS.	No Change
49	2	d) Onsite Support Charges	Payment Terms	Payable quarterly at the end of each quarter against receipt of satisfactory support report including attendance signoff of previous quarter from the Bank's Project / Operation Manager. Payment will be proportionate to the attendance.	Request Bank to revise the payment term to Payable monthly in arrears	No Change
50	2	e) Man days per year for additional customization new BBPS Product Integration	Payment Terms	Man days per year for additional customization new BBPS Product Integration - Payable at the end of the quarter on actual man days utilization report (attendance signoff) signed by bidder's representative and recommendation from Bank's Project Manager. Efforts exceeding 100 man-days in a year, cost will be computed as amount quoted divide by 100 for each man-day.	Request Bank to revise the payment term to Payable monthly in arrears	No Change
51	7	Audit	Scope of Work	The solution will be exposed to security audit / VAPT on quarterly basis.	Requesting the Bank to list down the audits and the frequency of each. The cost of these audits required by the Bank will be borne by the Bank.	Cost of audits/VAPT conducted by Bank will be borne by Bank. The cost for VAPT carried out at bidder's end shall be borne by the bidder only.
52	7	Audit	Scope of Work	Necessary technical modifications shall be carried out and bidder need to support this activity and extend dedicated staff for this purpose.	Necessary technical modifications will be carried out for the mandatory regulatory requirements. The Bidder will support this activity to the reasonable extent of the solution scope.	No Change
53	8	Cloud Adaptive	Scope of Work	Solution should be 100% cloud native. Solution should be able to migrate to cloud without any additional cost (if Bank wants to migrate its solutions/applications to cloud in future).	Services costs pertaining to migration activities, retrofitting Bank specific customizations to suit the cloud environment will be charged to the Bank based on actual efforts.	Repeated Query.
54	21	Ownership, Grant and Delivery	Scope of Work	The license shall specifically include right: A. To Use. (i) to use the executable code version of the Solution and all Enhancements, Updates and New Versions made available from time to time solely for business operations of the Bank	To reword as follows: (i) to use the executable code version of the Solution and all Enhancements, Updates and New Versions made available from time to time solely for business operations of the Bank	No Change

55	1	Commercial Bid format	Commercial Bid format	# - The price payable to the Vendor shall be inclusive of carrying out any modifications changes / upgrades to the application and other software or equipment that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes (including any changes suggested in VAPT observations) arising during the subsistence of the contract / agreement, and the Bank shall not pay any additional cost for the same. VAPT need to be conducted by vendor and bank at period intervals during the contract period. The cost for VAPT carried out at bidder's end shall be borne by the bidder only.	Request reword as follows: # - The price payable to the Vendor shall be inclusive of carrying out any modifications changes to the application that is required to be made in order to comply with any statutory or regulatory requirements. The Bank shall not pay any additional cost for the same. Vendor will conduct VAPT to the extent and frequency as required by regulatory requirement. The cost for additional (extent & frequency) audits and VAPT required by the Bank shall be borne by the Bank only.	No Change.
56	1	Commercial Bid format	Commercial Bid format	h. Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. including GST. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.	Request Bank to consider prices excluding GST. As GST rates are not in the control of the Vendor and are a pass-through rate, requesting the bank to exclude it from the pricing consideration.	Change in GST rates in the future will be adjusted accordingly in the commercial (either upward or downward). As of now no change.
57	12	Sub - Contracting		The selected service provider/ vender shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project.	Please confirm that whether cloud services can be taken or not	It is a CAPEX model of procurement
58	15	Information/Cyber-Security Measures/Controls for selected SP		comply with the Information and cyber security controls, on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time.	Please specify the control for which we have to comply because we are comply to ISO27001,ISO22301 and other guidelines like RBI, NPCI	Bidder need to comply with the CERT-in,MEITy, other regulators guidelines on information & cyber security.
59	16	Information/Cyber-Security Measures/Controls for selected SP		Service providers have to ensure that outsourced critical IT service are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank.	We do not outsource the audit to external agency because it is done by our internal team only	Not applicable as Application will be hosted on Capex Model.
60	60	Support		All Process documents should be submitted/updated to the Bank at least once every Quarter & as and when requested by the Bank.	We do not share all internal process outside the organization if required we show it remotely	Regular updated SOPs related to support work shall be supplied to bank.
61	60	Audit		The solution will be exposed to security audit / VAPT on quarterly basis.	Who will perform this assessments?	Will be managed by Bank
62	63	Functional scoring will done on following criteria as part of Functional evaluation (Point 19)		Fraud Risk Monitoring Related tools	Plesae elaborate as we at Mindgate are planning for SIEM tool integration as well.	Repeated Query
63	110	Audit		The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Service Provider's premises without prior notice to ensure that data provided by the Bank is not misused.	Prior notice shall be given before audit because we have to make sure that the SPOC person is available in the audit	Yes, prior notice will be given.
64	3		Scope of Work	Biller Operating Unit: Functionality & Features: Bill payment receipt including income tax benefit details	What income tax benefit details to be provided ? Is it static predefined text?	It will be mostly static pre-defined text.

65	9		Scope of Work	Functional Parameters for Evaluation: Point 18 MIS Dashboard including Transaction monitoring tools	For application monitoring related activities, if Bank would provide the required monitoring tools like AppDynamics, Dynatrace etc., Separate Monitoring tool is expected from Bidder?	One dashboard which will be a part of admin portal for monitoring of daily transactions (BOU & COU) at bank level. We need separate dashboard for individual billers/channels for sharing/viewing daily transactions/MIS by billers/Channels
66	9		Scope of Work	Hardware and Operating system Point 4 Adequate staging procedures and test environments for staging should be supported	Is it regarding CUG or Pre Prod Environment ? For CUG / Pre Prod separate Hardware is required.	This is related to UAT Environment and will be discussed with L1 Bidder.
67	13		Scope of Work	Security / Data Integrity Point 6.ii The maximum data length for logging is predetermined	Logs size cannot be predetermined, however we can having rolling file based on size i.e. new file will be created if max file size limit is reached.	Max size of individual log entry and log file should be fixed.
68	13		Scope of Work	Security / Data Integrity Point 7 An authenticated session, together with its encryption protocol, should remain intact throughout the interaction with the customer. In the event of interference, the bidder will ensure controls are in place to terminate the session and reverse out the affected transactions.	Reverse transaction functionality is currently not supported by NPC1, refund can be requested for this.	Solution should be capable for the requirement, wherever applicable / supported.
69	18	19.23	Legal	All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents	All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents. The Bank shall protect the confidentiality of the Bidder's Proposal.	No Change

70	20	19.35	Legal	<p>The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.</p>	<p>The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall not be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP/RFQ and shall be provided by the bidder at no an additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP</p>	No Change
71	50	Annexure 07	Legal	<p>The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.</p>	Please allow deviations	No deviations allowed.
72	20		Payment Terms-SW Supply	<p>a) Software Licenses <input type="checkbox"/> 50% of the license cost on delivery of Software Licenses plus applicable tax (wherever applicable) at actuals. The required documents to be provided along with original invoice: <input type="checkbox"/> Original delivery Challans dully stamped and signed by the Bank Official. <input type="checkbox"/> 30% of the license cost plus applicable tax (wherever applicable) after go-live sign off from the Bank. Go Live Sign Off in the form of Acceptance Test should be sealed and signed by both Bank's identified Project Manager & bidder's representative. <input type="checkbox"/> 20% of the license cost plus applicable tax (wherever applicable) after Go-Live closure signoff from the Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be sealed and signed by both Bank's identified Project Manager & bidder's representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off</p>	<p>It is requested to change Payment term clause as follow: 100% of SW license cost on delivery of SW license.</p>	No Change
73	20		Annual Technical support and Regulatory Changes	<p>Payable half yearly in advance against receipt of signed satisfactory service report of previous half-year from the Bank's Project / Operation Manager.</p>	Request Bank to consider Payment terms as Annually in Advance	No Change

74	20		Onsite Support Charges	Payable quarterly at the end of each quarter against receipt of satisfactory support report including attendance signoff of previous quarter from the Bank's Project / Operation Manager. Payment will be proportionate to the attendance.	Request Bank to consider Payment terms as Annually in Advance	No Change
75	82		Taxes	Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. including GST. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.	Bidder requests that prices should be EXCLUSIVE of GST. Taxes should be at charged at actuals at the time of invoicing.	Repeated Query
76	14	14.4	Legal	The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.	Bidder requests clause to be dropped	No Change
77	30		Eligibility	The Bidder/OSD should have supplied, deployed and maintained successfully the proposed BBPS Solution in at least -2- Commercial Banks / Financial Institutions in India in last 3 years.	1) Instead of 2, can it be 1 2) instead of last 3 years, can it be last 5 years	Please refer addendum
78	72	Annexure 10	Scope	30% of license cost after Go Live sign off	Can you please explain Go Live sign off ?	Repeated Query
79	72	Annexure 10	Scope	20% of license cost after Go Live sign off	Can you please explain Go Live sign off ?	Repeated Query
80	27	Eligibility Bid Evaluation General Pt. 2	Eligibility	Bidder must be in the business of providing proposed BBPS Solution in India at least for the last 3 years.	Kindly consider the relaxation of this experience for at least 1 year instead of 3 for startups and MSEs.	Please refer addendum
81	30	Eligibility Bid Evaluation Experience and support infrastructure Pt. 2	Eligibility	Bidder should have direct support offices at Mumbai & Hyderabad.	Kindly accept an undertaking for opening of regional office for support purpose within 30 days from receipt of LOI in these locations	Please refer addendum
82	87	Bill of Material	Commercial	Licenses	Request you to please add Database Licenses as a separate line item	Infra sizing is being sought from bidders. Bidders need not include it as part of TCO