

Sr. No.	Page No. of RFP	Clause No	Original RFP Clause	Bidder's Query	Bank's Reply
1	2	Important Dates / Schedule of activities	Pre-bid meeting date: 27/05/2022	Request the Bank to advice time and venue of the prebid meeting. Also provide the Link if the pre-bid meeting would be conducted online.	Schedule for pre Bid meeting was communicated to the representatives of the entities.

2	2	Important Dates / Schedule of activities	Last date of submission of BIDs	Request the Bank to extend the Bid submission date by 10 days' time from the date of publishing the clarification on banks website.	The last date of submission of bid's shall be 02/07/2022 3:00 pm & date of opening of eligibility cum technical bid venue shall be 02/07/2022 4:00 pm
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3	8	1. Introduction	<p>Bank of Baroda, its three affiliated Regional Rural Banks (RRB) and some of the Bank's overseas territories have been issuing debit cards to its customers under various schemes such as RuPay, VISA and MasterCard. Bank's active debit card base is 7.10 Crores. Bank uses RuPay PaySecure, Verified by Visa (VbV) and MasterCard SecureCode Authentication Control Server services for Second Factor Authentication and Security of Online/ e-commerce transactions initiated through debit cards.</p>	<p>Request the Bank to advise whether ACS services shall be applicable to the overseas branches/territories. Also there will be time difference between India and overseas territories and how the Bank desires the role to be played by the Successful Vendor.</p>	<p>The ACS service shall be applicable for Banks area of operations in Domestic and International territories apart from its three affiliated Regional Rural Banks (RRB). However, individual agreement needs to be executed with the RRB with same terms and conditions.</p>
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4	12	2.1 g)	<p>By submitting a proposal, the Bidder agrees to promptly enter into an agreement with Bank for any work awarded to the Bidder. Failure on the part of the selected Bidder to execute a valid agreement with Bank within 15 days of receiving the work order will relieve Bank of any obligation to the Bidder, and the Bank will be at liberty to select another Bidder based on the selection process of Bank.</p>	<p>The period for the Bidder to execute a valid agreement with Bank within 15 days of receiving the work order should be increased to at least 30 days.</p>	<p>By submitting a proposal, the Bidder agrees to promptly enter into an agreement with Bank for any work awarded to the Bidder. Failure on the part of the selected Bidder to execute a valid agreement with Bank within 30 days of receiving the work order will relieve Bank of any obligation to the Bidder, and the Bank will be at liberty to select another Bidder based on the selection process of Bank.</p>
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5	12	2.1. RFP Response guidelines	d) Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.	As the Bid documents will be signed by the authorized signatory empowered by Board is it necessary to provide additional information for veracity?	As per RFP terms
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6	16	Eligibility cum Technical Bid must contain hardcopies of:	8. Letter with details of authorized signatories/Power of Attorney's in the name of the authorized signatories who can represent Bidder with regard to the obligations under the RFP or contract.	The Bid documents will be signed by authorized person empowered by the Board Resolution. Trust this Board Resolution will suffice.	As per RFP terms
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7	16	Eligibility cum Technical Bid must contain hardcopies of:	Electronic copy in (1)Microsoft Office on CD and (2) Adobe .pdf non -editable / password protected on CD) must be submitted to the Bank in a sealed master envelope super scribing “Selection of service provider for providing Authentication Control Server Services for Debit Card Online Transactions” along-with the complete set of hardcopy.	Whether we can provide documents in Pen Drives.	Can be provided by password protected pen drive
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8	17	5	<p>In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the Vendor. Variation would also include the introduction of any new tax / cess/ duty, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of vendor’s proposal shall be passed on or adjusted to the Bank. If the Vendor makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies</p>	<p>While we agree to comply with all tax existing as on date of submission of bid, it is not possible for the bidder to envisage taxes which may be applicable in future and corresponding changes to be done to the services, thus we request that bidder should be liable for compliance of all tax laws applicable as on date of submission of bid and compliance to any new tax or change in existing tax regime shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.</p>	As per RFP terms
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9	18	12	<p>There shall not be any separate charges payable by the Bank to the selected bidder for activity for certification/ approval or for any other activity as required by Visa/MasterCard/NPCI in the approval process in force now or in future.</p>	<p>a). While we agree to comply with all certification / approval required by Visa/MasterCard/NPCI applicable existing as on date of submission of bid, however, it is not possible for the bidder to certification/approval which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of all certification / approval required by Visa/MasterCard/NPCI applicable existing as on date of submission of bid and compliance to any certification / approval shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.</p> <p>b). Request the Bank to bear the cost of certification.</p> <p>Network certifications are to be managed by the Bank as they are the members of the Schemes/Networks and therefore the associated costs are to be borne by the Bank.</p>	<p>As per RFP terms</p>
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10	18	13	<p>The charges debited/ invoiced by Visa/MasterCard/NPCI or their associate to the Bank shall be borne by the Bank. However all charges/penalties debited to the Bank by Visa / MasterCard/ NPCI which are attributable to the selected service provider / their associate shall be passed on to the selected service provider.</p>	<p>Price is based on the LD, Penalties, delivery timelines, tenure of contract, PBG, SLA etc. Hence in the event Bidder is unable to deliver the services in accordance with terms of this RFP, penalty and LD as specified in this RFP and Bidder should not be charged with any other charges/penalties. Thus, we request the Bank to kindly delete this clause.</p>	<p>As per RFP terms</p>
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11	21	Section 3, Clause 3.1.1	<p>Bidder shall furnish, as part of its bid, a bid security/EMD for an amount of Rs 25,00,000/- (Rupees Twenty Five Lacs Only), in the form of DD/ Bankers' Cheque in favour of Bank of Baroda payable at Mumbai or Bank Guarantee in favour of Bank of Baroda issued by a reputed scheduled commercial bank in India (other than Bank of Baroda) as per the format provided in Annexure D and valid for 180 days from the last date of submission of the bid.</p>	<p>We are issuing the DD / Bank Guarantee from Bank of Baroda. Will the same be accepted by the Bank for the said Tender. If No, Alternatively the EMD amount can be transferred through NEFT / RTGS. Would request the Bank to consider the request for payment of EMD through NEFT / RTGS transfer.</p>	As per RFP terms
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12	22	<p>3.2. General Terms and Conditions</p> <p>3.2.1. Adherence to Terms and Conditions - 11.</p>	<p>The Successful Bidders should adhere to laws of the land and rules, regulations and guidelines issued by the various Regulatory, Statutory and Government authorities , card schemes and especially the guidelines issued by RBI with respect to outsourcing and protection of SP</p>	<p>While Supplier/Service Provider agrees to comply with impacting laws, regulations, rules and requirements, notifications, circulars, directives from RBI, NPCI, Visa, MasterCard, PCI and also abide by Information Technology ACT 2000 and subsequent amendments existing as on date of submission of bid, it is not possible for the Supplier/Service Provider (FIS) to foresee future regulatory changes and future changes from Regulators, Authorities, Card Networks, Payment System Operators like Mastercard, VISA, NPCI, Rupay, PCI Security Standards Council and corresponding impact/changes to be done to the services, thus Supplier/Service Provider (FIS) requests that compliance to any such future impacting changes shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and these clauses should be amended accordingly.</p>	<p>As per RFP terms</p>
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13	22	Section 3, Clause 3.2.2	The successful Bidder shall execute Service Level agreement with the Bank within 15 days from the date of acceptance of Letter of Appointment.	<p>a). The period for the Bidder to execute Service Level agreement with the Bank within 15 days from the date of acceptance of Letter of Appointment should be increased to at least 30 days.</p> <p>B). Bidder is bidding based on the terms and conditions as specified in this RFP, and any other terms and conditions as may be mutually negotiated and agreed between the Parties. Hence we request the Bank to amend this clause with following clauses: The successful Bidder shall execute Service Level agreement with the Bank within 15 days from the date of acceptance of Letter of Appointment. Service Level Agreement, shall include overall terms of engagement, product level services, deliverables, clauses of confidentiality, non-disclosure, penalty, indemnity for violation of IPR, trade mark, indemnity and terms and conditions of the services to be extended , any other conditions as may be mutually agreed between the Parties etc. Scope of Service may be enhanced based on Bank's business needs/Regulatory requirements on an ongoing basis.</p>	The successful Bidder shall execute Service Level agreement with the Bank within 30 days from the date of acceptance of Letter of Appointment.
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14	22	3.1.4. Performance Bank Guarantee	7. The successful bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 06 to the extent of 10% of the total contract value (excluding Postal franking value) for the contract period plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations.	Request the Bank accept the Performance Bank Guarantee with 3% of total contract value as per Government of India guidelines. Also give 45 days' time to successful bidder to furnish the Performance bank Guarantee. Issuance of performance Bank Guarantee is dependent on signed SLA and Purchase Order which are prerequisites for obtaining Bank Guarantee.	7. The successful bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 06 to the extent of 3% of the total contract value (excluding Postal franking value) for the contract period plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a scheduled commercial Bank or any nationalized bank, other than Bank of Baroda. In case of any future revision in the performance Guarantee amount as per GOI/regulatory directions the successful bidder needs to provide the revised performance guarantee from time to time during the tenure of the contract
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15	24	3.2.7	<p>All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the bidder or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the bidder irrevocably agrees and undertakes and ensures that the bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of BOB nor shall use or allow to be used any information other than as may be necessary for the due performance by the bidder of its obligations hereunder. The bidder hereby specifically agrees to indemnify and keep BOB indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by the bidder and/or its employees and shall immediately reimburse and pay to BOB on demand all damages, loss, cost, expenses or any charges that BOB may sustain suffer, incur or pay in connection therewith.</p>	<p>We agree to defend the Bank and pay all monetary loss awarded by the court against the Bank to the extent such monetary loss is caused to the bank due to Bidder's gross negligence or willful misconduct in complying with its confidentiality obligations. However we request the Bank to include following process of indemnification: (i) the Bank promptly notifying the Bidder in writing of any claims for which it seeks indemnity, including all materials received by the Bank related to the claim for breach of confidentiality obligations; (ii) the Bidder having sole control over the defense and settlement of such claims; (iii) the Bank reasonably cooperating during defense and settlement efforts; (iv) the Bank not making any admission, concession, consent judgment, default judgment or settlement of such claim or any part thereof; and (v) Bank taking all steps to mitigate the claim.</p>	As per RFP terms
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16	25	3.2.8	<p>1. The selected service provider shall, at its own expense, indemnify, defend and hold harmless Bank of Baroda and its officers, directors, employees, representatives, agents and assigns from and against any and all losses and liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney’s fees and expenses) that may be occurring due to, arising from or relating to:</p> <ul style="list-style-type: none"> <li>i. A breach, non-performance or inadequate performance by the selected service provider of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties under this RFP or subsequent agreement;</li> <li>ii. The acts, errors, representations, misrepresentations, willful misconduct or negligence of the selected service provider, its employees/agents in performance of its obligations under this RFP or any subsequent Agreement;</li> <li>or</li> <li>iii. Any deficiency in the services of the selected service provider or</li> <li>iv. Violation of any applicable laws by selected bidder, its agents, employees, representatives etc.</li> </ul> <p>2. The selected service provider shall protect and save the Bank, its employees, agents etc. against all</p>	<p>As the Vendor's scope of work under this RFP is limited to delivery of services, hence, we request Bank to amend this indemnity clause with following wordings: <i>1 Service Provider shall indemnify and defend the Bank against any third-party claim alleging that the Services alone, as and when made available to the Bank by the Service Provider and when properly used for the purpose and in the manner specifically authorized by the Agreement, infringes upon any copyright or any trade secret enforceable under applicable Law. If any infringement claim is, or in the Service Provider's sole opinion may be, initiated, Service Provider may at its option and expense: (i) modify or replace all or part of the Services; (ii) procure for the Bank the right to continue using the Services; or (iii) remove all or part of the Service. If the Service Provider so removes all or a part of a Service, then the Service Provider shall if Bank is paying for use of the Services on a recurring basis, refund to Bank the unused portion of the recurring fee(s) paid by Bank for the Services, and in each such case, the Agreement shall terminate with respect to the Services or part thereof removed. The remedies provided in this Section are the sole remedies for a claim of infringement or misappropriation hereunder.</i></p> <p><i>2 Except for any claims solely caused by Service Provider’s breach of the Agreement, the Bank shall defend the Service Provider</i></p>	As per RFP terms
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			<p>claims, losses, damages, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trade - marks, copyrights, hardware, software, application, utilities etc. Used by the selected bidder and its employee / agents for providing services.</p> <p>3. In the event of selected service provider not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the selected service provider.</p> <p>4. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP.</p> <p>5. Bank shall inform the selected service provider of all known breaches and claims of indemnification and the selected service provider shall be required at their expense to remedy the breaches, defend, manage, negotiate or settle such claims within time.</p>	<p><i>from and against any and all claims asserted against the Service Provider by or on behalf of the Bank's users and shall indemnify and hold harmless the Service Provider from and against any damages, costs, and expenses of Bank's users awarded against the Service Provider by a final court judgment or an agreement settling such claims.</i></p> <p><i>3 The obligations in this Section 3.2.8 are contingent upon: (i) the Bank promptly notifying the Service Provider in writing of any claims for which it seeks indemnity, including all materials received by the Bank related to the claim and an identification of the relevant Services; (ii) the Service Provider having sole control over the defense and settlement of such claims; (iii) Bank reasonably cooperating during defense and settlement efforts; (iv) the Bank not making any admission, concession, consent judgment, default judgment or settlement of such claim or any part thereof; and (v) Bank taking all steps to mitigate the claim.</i></p>	
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17	25	3.2.9	<p>Bank of Baroda and the selected service provider shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with this RFP and subsequent contract. If after 30 days from the commencement of such informal negotiations, Bank and the selected service provider have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.</p> <p>All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to sole Arbitrator appointed by Bank and the award of the sole arbitrator shall be final and binding on the parties. The arbitration and reconciliation act 1996 and revisions, if any, thereof, shall apply to the arbitration proceedings and the seat of the arbitration shall be at Mumbai.</p>	<p>Any dispute between the Parties must be resolved by an independent arbitrator, hence we request the Bank to kindly amend this clause with following words: <i>The Agreement and any dispute, difference, controversy or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes, differences, controversies or claims) is governed by, and shall be construed and enforced in accordance with, the Laws of India. Each party irrevocably agrees that any dispute, difference, controversy or claim arising directly or indirectly, out of or in connection with the Agreement, or the breach, termination or validity thereof (including non-contractual disputes, differences, controversies or claims), shall be referred to and finally resolved by arbitration in accordance with the Rules of the Arbitration and Conciliation Act, 1996 (“ACA Rules”). The seat of the arbitration shall be Mumbai, India and unless otherwise the tribunal decides otherwise the venue for hearings in the arbitration will also be Mumbai, India. The Tribunal shall consist of three arbitrators. The arbitrators shall be appointed in accordance with the ACA Rules. The decision of the Tribunal shall be substantiated in writing, shall be final and binding upon both parties and shall be enforceable in any court of law. The parties shall bear their own costs and expenses</i></p>	As per RFP terms
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				<p><i>including attorney's fees, but the Tribunal may decide to allocate the administrative costs of the arbitration, including the fees of the Tribunal, against the party who did not prevail. Each of the parties waives irrevocably their right to any form of appeal, review or recourse to any state court or other judicial authority, insofar as such waiver may be validly made.</i></p> <p><i>Notwithstanding anything to the contrary in the Agreement, either party may at any time seek an interim injunction or other interlocutory relief in a court of competent jurisdiction to protect any urgent interest of such party, including, but not limited to, the confidentiality provisions of the Agreement.</i></p> <p><i>The Law governing the arbitration agreement contained in this Section 3.2.9 shall be the Laws of India.</i></p>	
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18	26	3.2.11	<p>1. The selected service provider's aggregate liability in connection with obligations undertaken as a part of the services under this RFP whether arising under this contract regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual.</p> <p>2. The selected service provider's liability in case of claims against the Bank resulting from misconduct or gross negligence of the selected service provider, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.</p> <p>3. The bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the selected service provider as part of services under this RFP.</p>	<p>As the scope of services under this RFP is limited to ACS Services, we request the Bank to kindly amend this clause with following wordings: <i>1. Service Provider's total aggregate liability under or related to the Agreement shall under no circumstances exceed the fees actually paid by the Bank to the Service Provider under the Agreement during the twenty-four (24) month period immediately preceding the date of the event that is the basis for the first claim.</i></p> <p><i>2. under no circumstances shall Service Provider be liable to the other or any other person for losses or damages which fall into any of the following categories: (i) lost revenues; (ii) lost profits; (iii) loss of business; (iv) trading losses; (v) inaccurate distributions; or (vi) any incidental, indirect, exemplary, consequential, special or punitive damages of any kind, including any of the foregoing losses or damages resulting from Bank's use of the services provided hereunder, or arising from any breach of the agreement or any termination of the agreement, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise and whether or not foreseeable, even if the Service Provider has been advised or was aware of the possibility of such loss or damages. As between Bank and the Service Provider, any and all damages, including consequential and similar damages, awarded to a third party for which</i></p>	As per RFP terms
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				<p><i>indemnification is provided by a party under clause 3.2.8 shall be deemed as "direct damage" for this Agreement.</i></p> <p><i>3. the limitations and exclusions set forth in clause 3.2.11 (1) and (2) shall not apply to:</i></p> <p><i>(i) damages caused by either party's fraud or willful misconduct; (ii) a party's liability for death or personal injury due to that party's negligence; (iii) breaches of the scope of use; (iv) Bank's obligation to pay fees hereunder; (v) Bank's obligation to pay damages arising from improper termination of a solution, order or sow by Bank; or (vi) a party's liability for damages to the extent that such a limitation or exclusion of such damages is not permitted by applicable law. The limitations set forth in clause 3.2.11 (1) do not apply to claims for which indemnification is provided by a party under section 3.2.8.</i></p>	
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19	26	8. Invoicing and Payments:	<p>The Bank shall pay each undisputed invoice within 30 days of the invoice received by the bank. And in case of any query on the invoice raised, payment of such invoices would be done within 30 days from the time clarification provided by the vendor.</p>	<p>Request the Bank to release the Payments within 15 days from the Invoice.</p>	<p>As per RFP terms</p>
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20	27	3.2.12. Penalties and Liquidated Damages (point 4)	<p>The Penalty and Liquidated Damages are not applicable in case the delay is for reasons attributable to the Bank and Force Majeure. However it is the responsibility of the selected service provider to prove that the delay is attributed to Bank and Force Majeure. The decision taken by Bank in this regard shall be final and selected service provider shall not dispute the same.</p>	<p>a). Decision should be mutually agreed between Bank and the service provider.  b). Business to check and confirm acceptance of this clause or raise appropriate query.  c). Suggest that this may be discussed with the successful Vendor. As there may be some cases where the dependency is on the Banks side or Third Party vendor.</p>	As per RFP terms
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21	27	3.2.15 (1)	<p>Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees / officers / staff / personnel / representatives / agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.</p>	<p>We agree to defend the Bank and pay all monetary loss awarded by the court against the Bank to the extent such monetary loss is caused to the bank due to Bidder's non-compliance with applicable laws. However we request the Bank to include following process of indemnification: (i) the Bank promptly notifying the Bidder in writing of any claims for which it seeks indemnity, including all materials received by the Bank related to the claim for breach of confidentiality obligations; (ii) the Bidder having sole control over the defense and settlement of such claims; (iii) the Bank reasonably cooperating during defense and settlement efforts; (iv) the Bank not making any admission, concession, consent judgment, default judgment or settlement of such claim or any part thereof; and (v) Bank taking all steps to mitigate the claim.</p>	As per RFP terms
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22	27	3.2.15 (2)	<p>Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this assignment or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.</p>	<p>We agree to defend the Bank and pay all monetary loss awarded by the court against the Bank to the extent such monetary loss is caused to the bank due to Bidder's non-compliance with applicable laws. However we request the Bank to include following process of indemnification: (i) the Bank promptly notifying the Bidder in writing of any claims for which it seeks indemnity, including all materials received by the Bank related to the claim for breach of confidentiality obligations; (ii) the Bidder having sole control over the defense and settlement of such claims; (iii) the Bank reasonably cooperating during defense and settlement efforts; (iv) the Bank not making any admission, concession, consent judgment, default judgment or settlement of such claim or any part thereof; and (v) Bank taking all steps to mitigate the claim.</p>	As per RFP terms
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23	28	<p>3.2.15. Compliance with laws</p> <p>3.2.15. Compliance with laws</p> <p>2.</p>	<p>4. The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various Regulatory, Statutory and Government authorities in respect of Data Privacy and especially the guidelines issued by RBI with respect to outsourcing and protection of SPDI (sensitive personal data or information) as per IT (Amendment) Act 2008, including the provisions of the Information Technology Act, 2000 and the rules/regulations framed thereunder, such as the Information Technology (reasonable security</p>	<p>While Supplier/Service Provider agrees to comply with impacting laws, regulations, rules and requirements, notifications, circulars, directives from RBI, NPCI, Visa, MasterCard, PCI and also abide by Information Technology ACT 2000 and subsequent amendments existing as on date of submission of bid, it is not possible for the Supplier/Service Provider (FIS) to foresee future regulatory changes and future changes from Regulators, Authorities, Card Networks, Payment System Operators like Mastercard, VISA, NPCI, Rupay, PCI Security Standards Council and corresponding impact/changes to be done to the services, thus Supplier/Service Provider (FIS) requests that compliance to any such future impacting changes shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and these clauses should be amended accordingly.</p>	<p>As per RFP terms</p>
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24	28	3.2.15 (3)	<p>The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court and arbitration awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.</p>	<p>As the services are provided by the Services Provider to the Bank and not to the customers of Bank. Hence, we request the Bank to kindly restrict the indemnity obligation of Service Provider to the losses suffered by the Bank due to Service Provider's non-compliance of laws applicable to the Services Provider for the services delivered by the service provider to the Bank under this RFP and delete this clause accordingly.</p>	As per RFP terms
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25	30	3.2.21 Audit and Inspection	3.2.21 Audit and Inspection	<p>a). Audit shall be as per mutually decided scope and subject to confidentiality of bidder's information and shared set-up. Production environment access shall not be provided for bidder's shared platform No information relating to bidder's shared set-up, enterprise tools or information which is bidder's confidential/internal in nature shall be shared.</p> <p>b). Bidder reckon that Access shall be subject to confidentiality of Bidder/its other client information. Production environment access shall not be provided for shared bidder's platform</p>	As per RFP terms
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26	30	3.2.22 Victoria Rights	<p>3.2.22 Victoria Rights 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 Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.</p>	<p>a). Bidder would like to clarify that any audit will be cooperative of and in considerate to Bidder's confidentiality and security restrictions and guidelines; and Bank to provide reasonable prior notice to the Bidder.</p> <p>b). This would be another audit in the name of Victoria Rights. Legal and business to review this.</p>	As per RFP terms
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27	30	3.2.21 - 1	Audit & Inspection	<p>a). Standard FTC should be applied. 3 Week's prior notice is required for audits.</p> <p>b). We request the Bank to kindly incorporate the audit process specified below in this clause: Bidder obligation under this clause is subject to: (i). such audit to be conducted at mutually agreeable times and locations, once in a year or any other frequency as mandated by the regulator; (ii). Bidder personnel may, at Bidder's option, attend such audit; (iii). such audit shall be conducted in a manner to minimize any adverse impact on Bidder's normal business operations; (iv). Bank shall procure the compliance by the Auditor of all safety and security procedures of the Bidder; (v). Any information accessed or obtained by the Auditor pursuant to such audit will be deemed to be the Confidential Information of Bidder and the Bank shall remain fully liable for any breach of the Contract by the Auditor who obtain access to or possession of such Confidential Information. (vi). Prior written intimation of at least 60 days must be provided by the Bank to the Bidder for any audit request. Audit shall not exceed beyond seven (7) calendar days in each instance and beyond thirty (30) calendar days during one calendar year. (vii). Scope of audit must be mutually agreed within the Parties prior to commencement of audit and should only be relevant to Services provisioned under this Contract, or as permitted &amp; applicable to the Bidder.(viii).</p>	As per RFP terms
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				<p>No direct access shall be provided by the Bidder to the production environment under any scenario. (ix) No technical audits/testing shall be allowed by the Bidder under any scenario. (x). Relevant attestations / certificates available (like PCI DSS AOC, ISO 27001, etc.) shall be considered by the Bank for assessing Bidder's compliance to physical, technical and administrative controls, to the extent applicable, to the Services specified in the Contract.</p>	
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28	30	3.2.21 - 2	Audit & Inspection	<p>a). Audit should be allowed only once in a year &amp; not as and when required by Bank. 3 Week's prior notice is required for audits.</p> <p>b). We request the Bank to kindly incorporate the audit process specified below in this clause : Bidder obligation under this clause is subject to: (i). such audit to be conducted at mutually agreeable times and locations, once in a year or any other frequency as mandated by the regulator; (ii). Bidder personnel may, at Bidder's option, attend such audit; (iii). such audit shall be conducted in a manner to minimize any adverse impact on Bidder's normal business operations; (iv). Bank shall procure the compliance by the Auditor of all safety and security procedures of the Bidder; (v). Any information accessed or obtained by the Auditor pursuant to such audit will be deemed to be the Confidential Information of Bidder and the Bank shall remain fully liable for any breach of the Contract by the Auditor who obtain access to or possession of such Confidential Information. (vi). Prior written intimation of at least 60 days must be provided by the Bank to the Bidder for any audit request. Audit shall not exceed beyond seven (7) calendar days in each instance and beyond thirty (30) calendar days during one calendar year. (vii). Scope of audit must be mutually agreed within the Parties prior to commencement of audit and should only be relevant to Services provisioned under this</p>	As per RFP terms
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				<p>Contract, or as permitted &amp; applicable to the Bidder.(viii). No direct access shall be provided by the Bidder to the production environment under any scenario. (ix) No technical audits/testing shall be allowed by the Bidder under any scenario. (x). Relevant attestations / certificates available (like PCI DSS AOC, ISO 27001, etc.) shall be considered by the Bank for assessing Bidder's compliance to physical, technical and administrative controls, to the extent applicable, to the Services specified in the Contract.</p>	
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29	30	3.2.21 - 3	Audit & Inspection	<p>a). Audit should be allowed only once in a year and additional audit it would be chargeable as per standard FIS charges. 3 Week's prior notice is required for audits.</p> <p>b). Request the Bank to bear the cost of all Audits which are specifically required from Banks compliance perspective.</p>	As per RFP terms
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30	32	3.2.25 (7)	<p>The Bank expects the benefits from any un-anticipated decrease in supply or service costs over the term of the contract due to reduction of prices, efficient use of IT infrastructure / reduction of statutory charges, to be passed on to bank through re - negotiation. No conflict between the Selected Bidder and the Bank will cause cessation of services due to this. Only by mutual consent, the services can be withdrawn. This would include a transition mechanism, which would normally require 3 to 6 months for migrating to alternate Service Provider.</p>	<p>Price is based on the LD, Penalties, delivery timelines, tenure of contract, PBG, SLA etc. Hence in the event Bidder is unable to deliver the services in accordance with terms of this RFP, penalty and LD as specified in this RFP and Bidder should not be charged with any other charges/penalties. Thus, we request the Bank to kindly delete this clause.</p>	As per RFP terms
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31	32	3.2.25	<p>The selected service provider is responsible for managing the activities of its personnel and will be accountable for. The Selected service provider shall be vicariously liable for any acts, deeds or things done by their employees, agents, etc. which is outside the scope of power vested or instructions issued by Bank. Selected service provider shall be the principal employer of the employees, agents, etc. engaged by selected service provider. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents etc. by the selected Bidder, for any assignment under the contract entered into under this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, etc. of the selected Bidder shall be paid by selected Bidder alone and Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of selected Bidder's employees, agents, etc.</p>	<p>We agree to defend the Bank against any direct monetary loss awarded against the bank to the extent such loss is caused to the Bank due to gross negligence or willful misconduct of service provider while providing services to the Bank under the terms of this RFP.</p>	<p>As per RFP terms</p>
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32	33	4.1. Eligibility Criteria C) Certification Criteria: i.	Bidder's systems/application and procedures should mandatorily have PCI –DSS certification and/or PA-DSS compliant as per the requirements of the card scheme and regulators.	While Supplier/Service Provider agrees to comply with impacting laws, regulations, rules and requirements, notifications, circulars, directives from RBI, NPCI, Visa, MasterCard, PCI and also abide by Information Technology ACT 2000 and subsequent amendments existing as on date of submission of bid, it is not possible for the Supplier/Service Provider (FIS) to foresee future regulatory changes and future changes from Regulators, Authorities, Card Networks, Payment System Operators like Mastercard, VISA, NPCI, Rupay, PCI Security Standards Council and corresponding impact/changes to be done to the services, thus Supplier/Service Provider (FIS) requests that compliance to any such future impacting changes shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and these clauses should be amended accordingly.	As per RFP terms
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33	33	Section 4: Eligibility Criteria, Scope of Work, Evaluation Methodology, Period etc.	The bidder should have positive net worth during last 3 years in the last three financial years i.e. 2018-19, 2019-20 and 2020-21 as per audited financial statements. A copy of audited balance sheets and profit & loss for the immediate previous three years must be submitted with the technical offer.	The bidder should have a positive tangible net worth from business in India during at least 3 three financial years out of last five years (2018-19, 2019-20 and 2020-21) OR “Bidder can participate in the tender, provided their parent company is meeting the Net worth Criteria as stated in clause ____.”	As per RFP terms
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34	33	B)l.	<p>The bidder or bidder's holding Company should have minimum annual turnover of Rs.10.00 crores, in the last 3 financial years i.e. 2018-19, 2019-20 &amp; 2020-21 from the business from Indian operations. The copies of audited Profit &amp; Loss accounts and Balance Sheets with auditor's note to be submitted.</p>	<p>The bidder or bidder's holding Company should have average minimum turnover of Rs.10.00 crores, in the last 3 financial years i.e. 2018-19, 2019-20 &amp; 2020-21 from the business from Indian operations. The copies of audited Profit &amp; Loss accounts and Balance Sheets with auditor's note to be submitted</p>	As per RFP terms
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35	33	C) iii	<p>A bidder should be VISA and MasterCard approved ACS service provider and certified with NPCI for ACS service with at least 02 public sector / private sector bank in India (which is having the business mix of 3 lac crore and above) having necessary in-house infrastructure for processing debit / Credit card online transactions.</p>	<p>A bidder should be VISA and MasterCard approved ACS service provider and certified with NPCI for ACS service with at least 02 public sector / private sector bank in India (which is having the business mix of 3 lac crore and above) having necessary in-house infrastructure for processing Debit, Credit card and Prepaid online transactions.</p>	<p>A bidder should be VISA and MasterCard approved ACS service provider and certified with NPCI for ACS service with at least 02 public sector / private sector bank in India (which is having the business mix of 3 lac crore and above) having necessary in-house infrastructure for processing debit / Credit / prepaid card online transactions.</p>
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36	34	4.1. Eligibility Criteria D) Technical and Experience Criteria: v.	Should comply with international standards like EMVCO 3DS 2.0 (Vendors should have been 2.0 certified or in the process of getting certified before the deadlines fixed by Card Network as on date of applying for RFP). Application should be scalable and comply with international standard like EMVCO 3DS 2.0 and domestic standards by Regulatory authorities or any other guidelines from Government issued from Time to Time and such upgrade should be carried out without any additional cost to Bank.	While Supplier/Service Provider agrees to comply with impacting laws, regulations, rules and requirements, notifications, circulars, directives from RBI, NPCI, Visa, MasterCard, PCI and also abide by Information Technology ACT 2000 and subsequent amendments existing as on date of submission of bid, it is not possible for the Supplier/Service Provider (FIS) to foresee future regulatory changes and future changes from Regulators, Authorities, Card Networks, Payment System Operators like Mastercard, VISA, NPCI, Rupay, PCI Security Standards Council and corresponding impact/changes to be done to the services, thus Supplier/Service Provider (FIS) requests that compliance to any such future impacting changes shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and these clauses should be amended accordingly.	As per RFP terms
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37	34	D) ii	<p>Bidder should have successfully processed at least 5,00,00,000 (Five Crore) debit/ credit card online transactions through ACS service annually as on the date of submission of bid to any public sector banks/ Private sector Banks in India. Clear documentary proof relating to providing such services has to be submitted with bid.</p>	<p>Bidder should have successfully processed at least 5,00,00,000 (Five Crore) across debit/ credit card/ Prepaid online transactions through ACS service annually as on the date of submission of bid to any public sector banks/ Private sector Banks in India. Clear documentary proof relating to providing such services has to be submitted with bid.</p>	<p>Bidder should have successfully processed at least 5,00,00,000 (Five Crore) debit/ credit / prepaid card online transactions through ACS service annually as on the date of submission of bid to any public sector banks/ Private sector Banks in India. Clear documentary proof relating to providing such services has to be submitted with bid.</p>
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38	35	4.2. Scope of work c. Setup, Implementation, Migration, etc.: 6.	Selected service provider will be responsible for implementation of on-going software maintenance updates including card network and regulator mandated updates and changes.	While Supplier/Service Provider agrees to comply with impacting laws, regulations, rules and requirements, notifications, circulars, directives from RBI, NPCI, Visa, MasterCard, PCI and also abide by Information Technology ACT 2000 and subsequent amendments existing as on date of submission of bid, it is not possible for the Supplier/Service Provider (FIS) to foresee future regulatory changes and future changes from Regulators, Authorities, Card Networks, Payment System Operators like Mastercard, VISA, NPCI, Rupay, PCI Security Standards Council and corresponding impact/changes to be done to the services, thus Supplier/Service Provider (FIS) requests that compliance to any such future impacting changes shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and these clauses should be amended accordingly.	As per RFP terms
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39	35	c. Setup, Implementation, Migration, etc.:	<p>1. Since the request for proposal is for a hosted model, procurement and deployment of required hardware, firmware, software, application, connectivity with the card schemes, etc. will be the responsibility of the selected service provider. These IT infrastructure will be deployed at selected service provider's location.</p>	<p>is the bank looking for a shared application &amp; database instance OR we need to provide a dedicated application &amp; database instance</p>	<p>As per RFP terms</p>
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40	35	c. Setup, Implementation, Migration, etc.:	<p>1. The selected service provider will have to provide networking equipment for point to point connectivity with fail over backup from its primary Data Centre &amp; Disaster Recovery/ backup site to Bank's Data Centre &amp; Disaster Recovery Site. The leased lines/ connectivity will be procured and charges will be paid by the Bank.</p>	<p><b>A)</b> Bidder needs to know the number of Leased Line's which bank will procure, in order to determine no of ports required on the router. Bank to clarify. <b>B)</b> The understanding is that bidder has to supply the router at bidder DC/DR site only. Bank side routers to be arranged by the bank. <b>C)</b> Bank to confirm the leased line charges would be borne by the bank directly with the concerned ISP/Telco <b>D)</b> While the bidder will supply the router at bidder DC/DR it is recommended at the router administration is carried out by the bank network team, so that there is single ownership for the network uptime.</p>	As per RFP terms
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41	35	Clause 4.2, C.2	Setup and implementation with the Bank's host / card schemes (after all necessary testing/ sign offs, production movement, including Bank, Bank's vendor and third party dependencies, etc.) should be completed within 6 weeks from the date of Purchase Order.	<p>a). The said completion date should be increased to at least 10 Weeks. Can be mutually decided by the successful Bidder &amp; the Bank at a later stage.</p> <p>b). Request the Bank to give 8 weeks' time to setup and implement from certification. Request Bank to Clarify that Network Certification, if required, period should be excluded from the 6 weeks implementation period, as these are network dependent and the successful bidder will have no control on the timeline for completion of certification.</p>	As per RFP terms
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42	35	c. Setup, Implementation, Migration, etc.:	7. Bank/ RRBs will not make any payment for initial setup and implementation and make payment for the transactions only as per the details given in the annexure for commercial offer.	Request the Bank whether RRB or Bank will make the payment for transaction separately.	Will be mutually discussed with the selected bidder
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43	35	c. Setup, Implementation, Migration, etc.:	8. The selected service provider will have to migrate, if required the existing card data to the proposed solution without any service impact to the existing customers.	Request the Bank provide the quantum/period of Data to be migrated. Suggest a line item may be added on the commercial format for migration. Request Bank to clarify that migration activity and timelines may not be included in the delivery period of 6 weeks from date of PO	Will be mutually discussed with the selected bidder
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44	35	c. Setup, Implementation, Migration, etc.:	11. The application shall have a support for multiple languages processing.	Standard applicable languages will be provided with the standard solution. We request the Bank for more clarity for multiple languages.	The ACS service should support vernacular language processing as and when required to be implemented by the Bank
45	35	c. Setup, Implementation, Migration, etc.:	1. data centre	Can we know the Bank DC Place	ACS services will be provided on Hosted model by the service provider.

46	37	4.2. Scope of work d. Transaction authentication process flow: 16.	Should comply with international standards like EMVCO 3DS 2.0(Vendors should have been 2.0 certified or in the process of getting certified before the deadlines fixed by Card Network as on date of applying for RFP). Application should be scalable and comply with international standard like EMVCO 3DS 2.0 and domestic standards by Regulatory authorities or any other guidelines from Government issued from Time to Time and such upgrade should be carried out without any additional cost to Bank	While Supplier/Service Provider agrees to comply with impacting laws, regulations, rules and requirements, notifications, circulars, directives from RBI, NPCI, Visa, MasterCard, PCI and also abide by Information Technology ACT 2000 and subsequent amendments existing as on date of submission of bid, it is not possible for the Supplier/Service Provider (FIS) to foresee future regulatory changes and future changes from Regulators, Authorities, Card Networks, Payment System Operators like Mastercard, VISA, NPCI, Rupay, PCI Security Standards Council and corresponding impact/changes to be done to the services, thus Supplier/Service Provider (FIS) requests that compliance to any such future impacting changes shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and these clauses should be amended accordingly.	As per RFP terms
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47	37	f. Co-ordination:	<p>The selected service provider will have to coordinate with the Bank's switch vendor, SMS vendor, respective payment card scheme, IT team, etc. in liaison with our Department wherever necessary, for implementation, carrying out changes and smooth functioning of the services during contract period.</p>	<p>Initial call will be made by the successful vendor. In the event of no response it will be escalated to the bank for necessary follow up and for final closure. The final responsibility for providing the data will rest with the bank. Further Bank must have entered into SLA with Switch, SMS vendor on whom successful vendor have no control.</p>	As per RFP terms
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48	37	g. SMS OTP	<p>Please note that Bank may avail the services of its own SMS service provider for sending an SMS for OTP and in such case will not make any payment for OTP SMS. However, selected service provider will have to ensure end to end technical integration with Bank's SMS service provider</p>	<p>We request the bank to have SMS service from the selected bidder for the smooth and quick process.</p>	<p>Bank will use its existing SMS service for sending OTP. However, the service provider should have fall back arrangements in case of exigency and failure of Bank SMS services</p>
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49	38	4.2. Scope of work - i. Compliances: 1.)	<p>Selected service provider will have to provide Authentication Control Server services strictly in conformity with the guidelines issued by the respective card schemes, Reserve Bank of India, Govt. of India and any other regulator/ authority for payments systems. If, in future Bank joins any other card scheme, the selected service provider will be responsible for implementation of the Authentication Control Server services without any additional cost to the Bank.</p>	<p>While Supplier/Service Provider agrees to comply with impacting laws, regulations, rules and requirements, notifications, circulars, directives from RBI, NPCI, Visa, MasterCard, PCI and also abide by Information Technology ACT 2000 and subsequent amendments existing as on date of submission of bid, it is not possible for the Supplier/Service Provider (FIS) to foresee future regulatory changes and future changes from Regulators, Authorities, Card Networks, Payment System Operators like Mastercard, VISA, NPCI, Rupay, PCI Security Standards Council and corresponding impact/changes to be done to the services, thus Supplier/Service Provider (FIS) requests that compliance to any such future impacting changes shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and these clauses should be amended accordingly.</p>	As per RFP terms
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50	38	4.2. Scope of work - i. Compliances: 2.)	The service provider's solution should comply with industry standards of security such as, but not limited to, Payment Card Industry Data Security Standard (PCIDSS) and/ or Payment Application Data Security Standard (PA-DSS) without any additional cost to the Bank.	While Supplier/Service Provider agrees to comply with impacting laws, regulations, rules and requirements, notifications, circulars, directives from RBI, NPCI, Visa, MasterCard, PCI and also abide by Information Technology ACT 2000 and subsequent amendments existing as on date of submission of bid, it is not possible for the Supplier/Service Provider (FIS) to foresee future regulatory changes and future changes from Regulators, Authorities, Card Networks, Payment System Operators like Mastercard, VISA, NPCI, Rupay, PCI Security Standards Council and corresponding impact/changes to be done to the services, thus Supplier/Service Provider (FIS) requests that compliance to any such future impacting changes shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and these clauses should be amended accordingly.	As per RFP terms
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51	38	4.2. Scope of work - i. Compliances: 3.)	Selected service provider is required to implement all the mandates issued by card schemes, other regulatory or Government agencies including Reserve Bank of India in time to avoid any non-compliance during the contract period. Any penalty by these authorities due to non-compliance of mandates/ compliances will be recovered from the selected service provider.	While Supplier/Service Provider agrees to comply with impacting laws, regulations, rules and requirements, notifications, circulars, directives from RBI, NPCI, Visa, MasterCard, PCI and also abide by Information Technology ACT 2000 and subsequent amendments existing as on date of submission of bid, it is not possible for the Supplier/Service Provider (FIS) to foresee future regulatory changes and future changes from Regulators, Authorities, Card Networks, Payment System Operators like Mastercard, VISA, NPCI, Rupay, PCI Security Standards Council and corresponding impact/changes to be done to the services, thus Supplier/Service Provider (FIS) requests that compliance to any such future impacting changes shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and these clauses should be amended accordingly.	As per RFP terms
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52	38	4.2. Scope of work - i. Compliances: 4.)	Selected service provider will have to retain the data as per the regulatory, scheme and other guidelines.	<p>While Supplier/Service Provider agrees to comply with impacting laws, regulations, rules and requirements, notifications, circulars, directives from RBI, NPCI, Visa, MasterCard, PCI and also abide by Information Technology ACT 2000 and subsequent amendments existing as on date of submission of bid, it is not possible for the Supplier/Service Provider (FIS) to foresee future regulatory changes and future changes from Regulators, Authorities, Card Networks, Payment System Operators like Mastercard, VISA, NPCI, Rupay, PCI Security Standards Council and corresponding impact/changes to be done to the services, thus Supplier/Service Provider (FIS) requests that compliance to any such future impacting changes shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and these clauses should be amended accordingly.</p>	As per RFP terms
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53	39	I. Incident Reporting:	Selected service provider should have in place an incident reporting system and will have to report incidences of any nature which is required to be in the notice of the Bank including security breaches immediately upon it comes to notice of the service provider.	Bidder shall ensure to inform the Bank for any security breaches as per Bidder's Information Security Incident Management policy.	As per RFP terms
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54	39	4.2. Scope of work - m. Data Retention:	<p>Selected service provider will have to ensure data retention related to the authentication services as per the regulatory guidelines and will have to provide the same as and when required by the Bank in appropriate usable format. In case of non-compliance of the same, any penalty / loss to the bank will be attributed to the selected service provider and the same will be recovered from the monthly billing of the selected service provider.</p>	<p>a). While Supplier/Service Provider agrees to comply with impacting laws, regulations, rules and requirements, notifications, circulars, directives from RBI, NPCI, Visa, MasterCard, PCI and also abide by Information Technology ACT 2000 and subsequent amendments existing as on date of submission of bid, it is not possible for the Supplier/Service Provider (FIS) to foresee future regulatory changes and future changes from Regulators, Authorities, Card Networks, Payment System Operators like Mastercard, VISA, NPCI, Rupay, PCI Security Standards Council and corresponding impact/changes to be done to the services, thus Supplier/Service Provider (FIS) requests that compliance to any such future impacting changes shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and these clauses should be amended accordingly.</p> <p>b). Bank should mention the retention period requirements from their end as this cannot be based on assumptions and Bank should clearly called out that period.</p> <p>c). Bank should arrange to get the Data from the existing Vendor to the new Vendor in an acceptable form which can be produced to the Bank as and when needed.</p>	<p>Data Retention: Selected service provider will have to ensure data retention related to the authentication services as per the regulatory guidelines and will have to provide the same as and when required by the Bank in appropriate usable format. In case of non-compliance of the same, any penalty / loss to the bank will be attributed to the selected service provider and the same will be recovered from the monthly billing of the selected service provider. The required data needs to be retained by the service period till end of agreement period and should hand over to the Bank at the end of agreement period. In case of Migration from existing system, Bank will arrange to get the present data from the existing vendor in a readable format, which the successful vendor needs to preserve at their end for</p>
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					retrieval request from the Bank
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55	39	<p>4.2. Scope of work</p> <p>-</p> <p>o. Future modifications/enhancements</p>	<p>In case the Bank joins any other payment network / takes over or merges with any other Bank and/ or requires transaction processing for any other subsidiary/ associate of the Bank in future, the selected service provider should accommodate the same without any additional cost to the Bank. In the event of any modifications/ changes in the processes / specifications for any of the deliverables, etc., selected service provider will have to accommodate the same at no additional cost to the Bank. Any modifications / new requirements suggested by the Regulatory authorities viz., RBI / IBA / Network associations etc., needs to be carried out without any additional cost to the Bank.</p>	<p>While Supplier/Service Provider agrees to comply with impacting laws, regulations, rules and requirements, notifications, circulars, directives from RBI, NPCI, Visa, MasterCard, PCI and also abide by Information Technology ACT 2000 and subsequent amendments existing as on date of submission of bid, it is not possible for the Supplier/Service Provider (FIS) to foresee future regulatory changes and future changes from Regulators, Authorities, Card Networks, Payment System Operators like Mastercard, VISA, NPCI, Rupay, PCI Security Standards Council and corresponding impact/changes to be done to the services, thus Supplier/Service Provider (FIS) requests that compliance to any such future impacting changes shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and these clauses should be amended accordingly.</p>	<p>As per RFP terms</p>
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56	39	o. Future modifications/ enhancements	Any modifications / new requirements suggested by the Regulatory authorities viz., RBI / IBA / Network associations etc., needs to be carried out without any additional cost to the Bank.	In case of major changes a suitable commercials will be discussed by following the Change Management/ Request process.	Will be mutually discussed with the selected bidder
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57	40	Clause 4.3	<p>Period of Contract - The period of contract for the services will be for a period of three years from the date of beginning of the services.</p>	<p>Would request Bank to extend the contract period to 5 Years with 1 year extension</p>	<p>As per RFP terms</p>
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58	42	4.4. Evaluation Methodology	Point 4. ACS product technical strength and functional capabilities	<p>The payment security is one of the crucial part of online transactions, hence we request the Bank to consider the change by increasing the point from 20% to 50%- 70% for “Point 4. ACS product technical strength and functional capabilities “as this is core service that the bank is referred to.</p> <p>Requesting bank to share more details/parameters on what basis the product strength and technical capabilities will be evaluated.</p> <p>Adding on, we also have ExpressPay, Data Insights &amp; ACS2.0, Continuous Availability Architecture (no downtime) and the benchmarkin as per industry standards. Hence, requesting Bank again to increase the scoring</p>	Attached as per Annexure - a
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59	46	4.9. Termination	Bank shall also have the option to terminate any subsequent agreement, in whole or in part by giving selected service provider at least 30 days' notice in writing.	This period should atleast 3 months.	As per RFP terms
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60	47	4.9. Termination (point 4)	If deductions on account of penalty exceeds more than 3 times in a financial year	It should have atleast 2 warnings prior termination of agreement.	As per RFP terms
61	53	I. General Information:	11. Staff Strength as on 30.09.2017	Hope the year mentioned is not a typographical error	11. Staff Strength as on 31/03/2022

62	69	Annexure E - Pre Contract Integrity Pact - Fall Clause	<p style="text-align: center;">Fall Clause</p> <p>The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.</p>	<p>Price is based on the nature of services, tenure of contract, LD, Penalties, delivery timelines, SLAs, PBG etc. Hence unless all these factors are considered, service provider will not be able to pass lower price to the bank and we request the Bank to kindly delete this clause.</p>	As per RFP terms
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63	72	Annexure-F:	NON-DISCLOSURE AGREEMENT	Trust the NDA is to be provided later by successful Bidder only.	As per RFP terms
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64	73	Annexure F - Non-Disclosure Agreement (1)	<p>We hereby agree to indemnify and keep bank indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by us and /or ours employees and shall immediately reimburse and pay to bank on demand all damages, loss, cost, expenses or any charges that bank may sustain suffer, incur or pay in connection therewith.</p>	<p>We agree to defend the Bank and pay all monetary loss awarded by the court against the Bank to the extent such monetary loss is caused to the bank due to Bidder's gross negligence or willful misconduct in complying with its confidentiality obligations. However we request the Bank to include following process of indemnification: (i) the Bank promptly notifying the Bidder in writing of any claims for which it seeks indemnity, including all materials received by the Bank related to the claim for breach of confidentiality obligations; (ii) the Bidder having sole control over the defense and settlement of such claims; (iii) the Bank reasonably cooperating during defense and settlement efforts; (iv) the Bank not making any admission, concession, consent judgment, default judgment or settlement of such claim or any part thereof; and (v) Bank taking all steps to mitigate the claim.</p>	As per RFP terms
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65	75	Annexure G	Service Description - - SMS for OTP (not for evaluation)	<p>a). Would request Bank to allow addition of line items like Domestic, International, E-Mail &amp; Whatsapp etc. to quote SMS cost</p> <p>b). We have noted that OTP via SMS is optional, which we trust will not be considered for TCO. However in case Banks opts for OTP via Email, if so a line item may be added for Email for OTP.</p>	<p>Service Description - - SMS for OTP (not for evaluation)</p> <p>Domestic Mobile :</p> <p>International Mobile :</p>
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66		General query	General query	Request the Bank to provide present Volume of SMS and transactions	Cannot be disclosed
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