

Response to Pre-Bid queries with reference to RFP- “Selection of Service provider for End-to-end implementation of Universal Reconciliation System & Dispute Handling process for Digital Banking Channels & Products”

RFP Reference Number: BCC:DIGITAL:DOG:DCOT:114:343 Dated: 12.05.2022

Sr no.	Page no.	Clause no.	RFP Term	Clarifications/suggestions	Banks Clarifications
1	6	1. Introduction	<p>a) At the bank’s discretion, the same would also need to be implemented at Regional Rural Banks (RRBs) of Bank of Baroda & foreign subsidiaries/territory branches on an OPEX (operational expenditure) model.</p> <p>b)Our Bank is inviting Bids for “Selection of Service provider for End-to-end implementation of Universal Reconciliation System & Dispute Handling process for Digital Banking Channels & Products” in Bank of Baroda. At the bank’s discretion, the same would also need to be implemented at Regional Rural Banks (RRBs) of Bank of Baroda & foreign subsidiaries/territory branches on an OPEX (operational expenditure) model</p>	<p>a) Request the Bank to provide the number of RRBs and also the foreign subsidiaries sponsored by Bank of Baroda.</p> <p>b) How many entities like RRBs, acquired banks, foreign subsidiaries, etc., is the solution required to be deployed as a part of the scope for the RFP?</p> <p>For foreign subsidiaries / territory branches, will the solution be hosted in India or locally in the respective foreign subsidiary's country?</p>	<p>For application deployment for RRB setup, separate agreement should be executed between the successful bidder and the RRBs.</p> <p>Presently, the deployment of solution for International territory is out of scope.</p>
2	6	2. Project Overview	Proposed bidder would implement Universal Reconciliation & Dispute Management System and provide Onsite manpower support.	We presume that the successful bidder will provide reconciliation services along with the manpower support to run the same.	Yes, successful bidder will have to provide reconciliation services along with the manpower support to run the same.

3	6	3. Scope of Work	<p>a) The solution should be implemented at Bank, and at the Bank’s discretion, at RRBs of Bank, foreign subsidiaries and should cover all existing branches / regional offices / administrative offices.</p> <p>b)'The solution should be implemented at Bank, and at the Bank’s discretion, at RRBs of Bank, foreign subsidiaries and should cover all existing branches / regional offices /administrative offices. However, there may be increase in the number of branches / offices as per the business requirement / policies of the Government (merger/ acquisition). Hence, the same needs to be considered as part of scope of work. Currently this RFP is only related to procurement of solution for Debit Card and ATM/CR transactions and related GL/PL accounts including reconciliation of ATM / CR GL accounts and handling of disputes from issuer and acquirer prospective, however the same can be extended to other Digital Products as and when desired by Bank.</p>	<p>a) Kindly advice that the files from foreign subsidiaries will be denominated in INR. Also whether the foreign subsidiaries avail the Banks switch located at Mumbai. The Bank has also stipulated that the successful bidder should carry out reconciliation on T+1 basis. However there may be some delays in receipt of the data from the overseas territories/branches hence vendor should not be held responsible for delay in caring out reconciliation activities.</p> <p>b)'Bidder clarifies that increase in the number of branches / offices as per the business requirement / policies of the Government (merger/ acquisition) not covered as part of technical specification shall be mutually discussed and agreed between the Parties.</p> <p>c) In reference to the Foreign Subsidiaries, need to understand the scope of work. Kindly clarify For foreign subsidiaries / territory branches, will the solution be hosted in ndia or locally in the respective foreign subsidiary's country?</p>	<p>a) For application deployment for RRB setup, separate agreement should be executed between the successful bidder and the RRBs. Presently, the deployment of solution for International territory is out of scope.</p> <p>b)No change in RFP Clause</p> <p>c) Presently, the deployment of solution for International territory is out of scope</p>
4	6	Project Overview	Proposed bidder would implement Universal Reconciliation& Dispute Management	With regards to onsite manpower request Bank to provide additional details in respect of work timing, job	Managing the manpower will be with service provider in accordance with various regulator and Labor laws

			System and provide Onsite manpower support	responsibilities, placement of manpower, etc.	
5	6	Project Overview	... vendor will also be required to support Bank and RRBs in integration of future solutions, which Bank/RRBs are going to procure.	Request the Bank to consider - "... vendor will also be required to support Bank and RRBs in integration of future solutions, which Bank/RRBs are going to procure and the commercial for the same shall be at mutually discussed and agreed".	For application deployment for RRB setup, separate agreement should be executed between the successful bidder and the RRBs. Presently, the deployment of solution for International territory is out of scope.
6	6	Project Overview	Proposed bidder would implement Universal Reconciliation & Dispute Management System and provide Onsite manpower support.	For onsite support resources, necessary infra requirements such as workstations, HW, SW, OS, connectivity etc. shall be provided by the Bank. Please confirm.	The selected bidder has to provide the application software along with necessary supporting software to run their application. Discussion will held with the successful bidder for hardware specifications.
7	7	3. Scope of Work	· The project will be implemented at the location(s) desired by Bank	What are the locations presumed for installation of the application by the Bank? Will there be shift of implementation location?	Bidder's Application may be hosted in hardware located at DC/DR, however the location of operation can be Baroda (Gujarat) or any other location which will be discussed with the successful bidder
8	7	3. Scope of Work	To provide details regarding Database Design, Table Structure, Application Programming Interface etc. so as to give the Bank, sufficient insight on working of the application or software. System should have maximum automation and minimum human intervention mechanism based on AI / ML / Robotics etc.	Request Bank to clarify if they will provide with the expectations in form of a document to enable the bidder to plan the activity(s) in consultation with Bank. Moreover the database design and table structure are covered under IP rights.	Processing of data /reconciliation should be automated and there should be minimum manual intervention for reconciliation Presently RPA is out of scope
9	7	3	MIS Reports generation: The solution should also generate data files as per the format needed by Bank from time to time.	Request the bank to please confirm or provide the list of MIS bank is currently looking for.	List of current MIS can be shared with the successful bidder ,however the data /report may change/increase as per the regulatory

					requirement(RBI/NPCI/VISA/Master/ Any other Regulator)
10	7	3. Scope of Work	The Solution provider must ensure that the solution provided is compatible to integrate with Bank's systems, especially with CBS,/ Switch which uses oracle database, Customer Relationship Management (SIEBEL CRM) complaint management module, Debit Card Management System (DCMS) etc. Any middleware if required for necessary integration needs to be provided by the bidder within the same quote given for entire solution.	Bidder clarifies that middleware if required for necessary integration not covered as part of the scope of work shall be mutually discussed and agreed between the Parties.	No change in RFP Clause
11	7	3. Scope of Work	Any up-gradation or modification related to compliance & regulatory requirement by the Bank to be provided free of cost by the vendor including requirement of additional MIS/Reports.	Bidder clarifies that up-gradation or modification related to compliance & regulatory requirement by the Bank including requirement of additional MIS/Reports not covered as part of technical specification shall be mutually discussed and agreed between the Parties	No change in RFP Clause
12	7	3.Scope of Work	The Bank will arrange for, necessary servers, hardware, basic operating system and MS Office, service provider to install the solution at Bank Data Centre in Mumbai and also should replicate at Disaster Recovery Site, Hyderabad or any other major city in India. DC and DR will function as Active / Passive.	The understanding is that the following will be procured/provided by bank based on the specification provided by the bidder. Please confirm 1.Hardware/Physical Servers 2. Operating system required for the bidder's Recon Application 3.Database Software 4. WebServer 5.Application Server/Middle ware 6.Any other System software	The selected bidder has to provide the application software along with necessary supporting software to run their application. Discussion will held with the successful bidder for hardware specifications.

13	7	Scope of Work	Any other third party tools / applications required to run, support, and maintain the application will also have to be provided by the bidder.	Necessary infra HW, SW, OS etc. required to run the solution shall be provided by the Bank. Please confirm.	The selected bidder has to provide the application software along with necessary supporting software to run their application. Discussion will held with the successful bidder for hardware specifications.
14	7	3	The Solution provider must ensure that the solution provided is compatible to integrate with Bank's systems, especially with CBS,/ Switch which uses oracle database, Customer Relationship Management (SIEBEL CRM) complaint management module, Debit Card Management System (DCMS) etc. Any middleware if required for necessary integration needs to be provided by the bidder within the same quote given for entire solution.	a) Bank needs to provide all the APIs for integrating with the required systems of the bank. Kindly confirm. b) What is the purpose of integration with Bank's DCMS? C) Are the integrations with Switch and CBS required to extract Transaction Data?	a)No change in RFP Clause b)&c) will be discussed with the successful bidder
15	7	3	The Solution involves Business Rules engine (to enable configurability) Alerts Mechanisms and MIS reporting based system integrated with various organizational financial transaction based Systems / Applications.	Alerts Mechanisms would mean SMS & emails, for sending SMS, Bank needs to provide the SMS Gateway Credentials. Kindly confirm	In case of any integration necessary SMS gateway link would be provided by Bank for sending SMS.
16	8	3. Scope of Work	Implementation site, if changed, will be informed to successful bidder.	Trust the Bank will provide sufficient time and also necessary infrastructure.	Discussion will be held with the Successful Bidder and bank would provide the sufficient time for implementation
17	8	3. Scope of Work	Any up-gradation or modification related to compliance & regulatory requirement by the Bank to be provided free of cost by the vendor including requirement of additional MIS/Reports.	In case of major changes (more than 5 Man-days) a suitable commercials will be discussed by following the Change Management/ Request process.	No change in RFP Clause

18	8	3. Scope of Work	All reconciliations should be done on T + 1 Calendar day as per the regulatory guidelines or as per the requirement of the bank. In future, if there is any change in the reconciliation process as per the regulatory guidelines or as per the requirement of the Bank then the same has to be carried out or to be implemented into the system by the vendor accordingly without any additional cost.	<p>a) We shall carry out reconciliation T+1 basis subject to availability of all the files. In the event of any files not being received in time from the other networks the same will be communicated to the Bank and the delay should not be on the part of successful bidder.</p> <p>b) In case of major changes (more than 5 Man-days) a suitable commercials will be discussed by following the Change Management/ Request process.</p>	No change in RFP Clause
19	8	Scope of Work	Name of the person who can be referred to from Clients' side, with Name, Designation, Postal Address, Contact Phone and Fax numbers, E-Mail IDs, etc. (Attach copies of purchase orders)	<p>Request Bank to modify the clause as mentioned below:</p> <p>Name of the person who can be referred to from Clients' side, with Name, Designation, Postal Address, Contact Phone and Fax numbers, E-Mail IDs, etc. (Attach copies of purchase orders/ Reference Letters)</p>	No change in RFP Clause
20	8	Scope of Work	Any up-gradation or modification related to compliance & regulatory requirement by the Bank to be provided free of cost by the vendor including requirement of additional MIS/Reports.	Any upgradation/modification to compliance and regulatory requirements by the Bank shall be provided at mutually agreed rates.	No change in RFP Clause
21	8	3	The human resource provided should have basic knowledge of payment system operations, ATM/CR functionalities, switch operation and dispute handling process.	Is bank looking at specific number of resources to be deployed onsite?	The manpower needs to be deployed onsite at bank premises for carrying out reconciliation/dispute activity.

22	9	3. Scope of Work	Vendor has to provide, module wise detailed training & job card to Bank / BGSS (Baroda Global Shared Services Ltd) to understand the process of working of the system and report generation.	Request the Bank whether the training is one time exercise and provide the number of staff to be trained.	Initially the training would be provided one time but in case of any changes in product/process the training needs to be provided to Bank and Bank's associates' staffs.
23	9	3. Scope of Work	A front facing application to be provided to Bank/BGSS for report generations and monitoring.	A) Since the service provider has to provide necessary MIS reports kindly let us know what sort of reports BGSS/ Bank will generate and monitor. B) Since the successful bidder will provide appropriate resources to execute various daily tasks, request Bank/BGSS to define the specific task(s) that Bank/BGSS will perform to generate ad-hoc reports.	A)There are various data required to be submitted to RBI/NPCI/ZONE/Regions as and when required there should be an online application for extraction such reports ,details would be discussed with the successful bidders B)Will be discussed with Successful Bidder
24	9	3. Scope of Work	Fully functional Hardware(if any) and Software covering entire scope of the RFP should be installed at Company designated location within 30 days of issuance of work order	The timeline provided to install Hardware and software within 30 days is too short a period to accommodate everything including procurement of hardware. It is requested to increase the time to 60 days.	To be discussed with successful bidder
25	9	3	There should be separate tracking of complaints issuer / acquirer wise and also for Banking Ombudsman complaints as well	We understand that BO complaints are received directly through Banking Ombudsman, Therefore request bank to please reconsider this clause.	No change in RFP Clause
26	9	3	The bidder will be required to follow-up with Branches, other Banks, Banks ATM Managed Service Providers, NPCI, Visa, MasterCard or any other network etc. for obtaining data files /settlement files/ CBR/ EJ/ JP/ CCTV/ DVR Footage or any other information required for reconciliation of ATMs, claim settlement and Network Reconciliation of	The understanding is the bidder will send maximum of two follow-up email. Please confirm.	No Change in RFP

			Transaction. The bidder will be required to handle queries from branches on the reconciled and pending entries etc.		
27	9	3. Scope of Work	Vendor has to make necessary version upgrades in the recon system whenever any requirement arises either from vendor' side (based on other bank's best practice that suits Bank of Baroda's business & operational convenience) or due to any advisory of controlling agencies like DFS,RBI,IBA,NPCl etc. or any Payment service provider, without any additional cost to Bank during contract period.	Bidder clarifies that upgrades to the recon system not covered as part of technical specification shall be mutually discussed and agreed between the Parties.	No change in RFP Clause
28	9	3	System integrator/ successful bidder will be responsible for patching of OS and closing of any Vulnerabilities in the Servers (i.e Application, Data Base and all related servers) as reported by the VAPT Audit of the Information Security as per of Bank of Baroda's policy. Furthermore, the up gradation of DBMS and any other software being utilized by the Vendor would be the responsibility of the Vendor.	a)'Since provision of all IT infrastructure components including hardware, OS, Database and their management are in the Bank's scope, request that activities such as patching of OS, closure of vulnerabilities in the servers etc are also included as Bank's scope, as otherwise, the cost of having resources only for these purposes will shoot the overall solution's costs. b) Since the hosting of the DBMS is in the Bank's DC/DR, the upgrading or maintain should be done by the Bank.	No change in RFP Clause
29	9	3	Fully functional Hardware(if any) and Software covering entire scope of the RFP should be installed at Company designated location within 30 days of issuance of work order	On Page 7, it says the solution should be hosted in the Bank's DC /DR and on page 9 it says company designated location. Kindly clarify	Bidder's Application may be hosted at DC/DR, however the location of operation can be Baroda (Gujarat) or any other location which will be discussed with the successful bidder.

30	10	3. Scope of Work	The bidder will be required to handle queries from branches on the reconciled and pending entries etc.	Can the manpower required for this operation be located remotely and online?	No change in RFP clause, Manpower should be available at Bank premises
31	10	3. Scope of Work	Bidder should have a stable, scalable and parameterized reconciliation system further escrow arrangement is required to be executed if required.	a) Who will bear the cost in case of Escrow arrangement ? b)'Please explain the purpose of Escrow arrangement for the Reconciliation system?	a)Bidder to borne the expenses b)As a part of regulatory compliance
32	10	3. Scope of Work	The data format would be provided to the selected service provider for running the processes during testing period. The selected service provider will confirm that functionality provided is as per the RFP scope, data migration and processing speed is proper, the results produced by their application are correct.	How much data is there to be migrated? (a) What data is to be migrated? (Master or transaction, Will there be hard data?)	This point in RFP pertains to the data format provided for testing purpose
33	10	3. Scope of Work	Successful Bidder should have a well-defined data migration strategy and PERT (program evaluation and review technique) - chart with definitive timelines for migration of data from the existing set-up of the Bank. The cost of migration if any would be borne by the Successful bidder.	Suggest the Bank may bear the migration cost. If agreed the same will be discussed by the successful Bidder for a suitable commercial.	No change in RFP Clause

34	11	3. Scope of Work	Bidder should be able to develop system for new products /modules within 30 days of requirement/intimation.	<p>a) This would depend on requirement study, impact assessment , timelines, testing , UAT and delivery. Hence the timeline depends on the complexity of the requirement.</p> <p>b) In case of major changes (more than 5 Man- days) suitable commercials will be discussed by following the Change Management/ Request process. Moreover, the complexity of the new products /modules may also need extended time for development which will be informed to Bank and this will include certification timelines with schemes, if required, which may not be in control of the successful Bidder.</p>	<p>a)Bidder should be able to develop system for new products /modules within 30 days of requirement/intimation or as per the timelines provided by the regulator / Networks</p> <p>b)No change in RFP clause</p>
35	11	3. Scope of Work	Bidder should comply with the circulars/guidelines issued by RBI/ NPCI/ VISA/MasterCard/ other regulators from time to time and any customization / enhancement / development required to comply with such guidelines from the regulator should be provided to the Bank without any additional cost during the contract period.	Scheme charges if any levied by RBI/ NPCI/ VISA/MasterCard/ other regulators to be borne by the Bank, including certifications.	No change in RFP Clause

36	11	3. Scope of Work	The Successful Bidder will be responsible for any licenses/ utilities/ certifications required to run the solution at their own costs.	Request the Bank to bear the licenses/ utilities/ certifications cost. 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.	No change in RFP Clause
37	11	3. Scope of Work	GST accounting: The solution should perform automated accounting of GST/TDS so as to enable the Bank to submit the relevant data/reports to the concerned authority.	GST Accounting will be restricted to Debit Card transactions only as the SOW clearly states so. Therefore, request bank to clarify on the scope of GST accounting accordingly.	RFP documents has specified GST accounting in various places, successful bidder needs to adhere to it.
38	11	3. Scope of Work	Successful bidder should have ability of robotic process automation for reconciliation.	a) Bidder has the capability for RPA, however, this is separate project and will be subject to separate commercials in discussion with the Bank. Request Bank to clarify if the Commercial Document will include a separate Line item for RPA implementation or included in the Change Management process. Alternatively it is suggested that this may be discussed with the successful bidder. b)'We require clarity on the extent of automation through Robotics.	Processing of data /reconciliation should be automated and there should be minimum manual intervention for reconciliation .No, Commercial Document will not include a separate Line item for RPA implementation. b) Presently RPA is out of scope
39	11	Scope of Work	Bidder should be able to develop system for new products /modules within 30 days of requirement/intimation.	a) The timeline mentioned is quite stringent. Request Bank to modify the timeline to 60 days b)'Limiting the timeline without going through the complexity of the system required for the new product is not	No change in RFP Clause

				advisable at this stage. It is requested to kindly remove this clause.	
40	11	3. Scope of Work	Successful bidder shall provide Debit card tracking module to all Branches/bank Offices.	Kindly explain how the Reconciliation System would be able to provide Debit card tracking as part of solution?	Successful bidder need to provide the portal for tracking the Debit card dispatch details. Necessary interface to be provided by the successful bidder to integrate with DCMS(Debit card Management System)
41	11	3. Scope of Work	Bidder should comply with the circulars/guidelines issued by RBI/ NPCI/ VISA/MasterCard/ other regulators from time to time and any customization / enhancement / development required to comply with such guidelines from the regulator should be provided to the Bank without any additional cost during the contract period. The Successful Bidder is responsible for customization of solution as per RBI, NPCI/VISA/MasterCard/any other regulatory body regulations at their own cost within the time specified by the regulator (RBI, NPCI/VISA/MasterCard/any other regulatory body).	Request bank to modify the clause as follows 'Bidder should comply with the circulars/guidelines issued by RBI/ NPCI/ VISA/MasterCard/ other regulators from time to time and any customization / enhancement / development required to comply with such guidelines from the regulator should be provided to the Bank without any additional cost for a period of one year from Go-Live . The Successful Bidder is responsible for customization of solution as per RBI, NPCI/VISA/MasterCard/any other regulatory body regulations at their own cost within the time specified by the regulator (RBI, NPCI/VISA/MasterCard/any other regulatory body) for one year after which the regulatory compliance can be considered as Change Request and Charged accordingly '.	No change in RFP Clause

42	12	3. Scope of Work	Bidder has to conduct reconciliation of other network also which bank may join during the contract period.	Request Bank to clarify if a separate cost of implementation will be provided for in the commercial document as implementation of reconciliation of new channels includes a considerable man-day effort. Alternatively it is suggested that this may be discussed with the successful bidder.	Separate/additional cost of implementation will not be provided by bank
43	14	3. Accounting and Third Party Reconciliation	Robotic Processing of data	Please explain the expectations under this processing requirement(robotic processing)?	Processing of data /reconciliation should be automated and there should be minimum manual intervention for reconciliation Currently we do not expect total robotics process
44	15	4. MIS Reports and Decision Making system	Region /Zone/Branch wise Card Base report as per card management system	Please explain how the recon system will get the required data for generating the card base report as per card management system?	Successful bidder need to integrate the data of card management system with their recon system
45	15	4. MIS Reports and Decision Making system	ATM performance report	Please explain the data required to be shown in terms of an ATM performance report.	Data of Active/inactive ATM, pending recon entry and ageing of it
46	15	4. MIS Reports and Decision Making system	Monthly ATM deploying reports Generate Periodical reports as per requirement	Please explain the requirement as our Recon solution is not be able to provide ATM deploying reports as part of various MIS required by the bank.	We require data of Transaction details of ATM
47	16	4. MIS Reports and Decision Making system	Status updation of Debitcard issuance to customers	Please let us know if Proposed Recon System will have to develop any interface with the DCMS to provide this kind of report?	Yes, Proposed Recon System will have to develop interface with the DCMS.

48	22		2	The Bidder should have a minimum annual turnover of ` . 100 crore per year during last three financial years i.e., 2018-19, 2019-20, 2020-21.	We suggest modification of the minimum turnover requirement to Rs.5 crores. Also, as per GOI guidelines, Minimum turnover requirement is not to be insisted for MSME units. Please clarify whether this exemption is made applicable.	As per GOI guidelines relaxation for MSME units will be considered however as this is critical security operations we would not be relaxing the criteria of prior experience/ turnover for the MSME/ Startups
49	22		3	Bidder or OEM should have experience of 3 years of deployment, monitoring and management of reconciliation solution with a large public/ private sector Bank, having presence in India/abroad. The solution offered must be already be implemented in private/Public Sector Undertaking Bank in India or abroad having minimum business mix of 4 lac crore as on 31st March, 2021	We request you to consider the GOI guidelines for MSME, as per which prior experience may not be insisted for MSME units.	As per GOI guidelines relaxation for MSME units will be considered however as this is critical security operations we would not be relaxing the criteria of prior experience/ turnover for the MSME/ Startups
50	22	Eligibility Criteria, Clause No. 2		The Bidder should have a minimum annual turnover of ` . 100 crore per year during last three financial years i.e., 2018-19, 2019-20, 2020-21.	Request Bank to modify the clause as mentioned below: The Bidder should have an average annual turnover of ` . 100 crore per year during last three financial years i.e., 2018-19, 2019-20, 2020-21. OR The Bidder should have a minimum annual turnover of ` . 100 crore per year from any one financial years i.e., 2018-19, 2019-20, 2020-21.	No change in RFP Clause

51	22	Eligibility Criteria, Clause No. 4	Copy of the purchase / work order and Certificate of satisfactory completion and management of the work including integration & running successfully, by the authorized official of the Bank served.	Request Bank to modify the clause as mentioned below: Copy of the purchase / work order/ Certificate of satisfactory completion and management of the work including integration & running successfully, by the authorized official of the Bank served.	No change in RFP Clause
52	22	Eligibility Criteria, Clause No. 11	Bidder should not be partially or fully owned /controlled/part of any financial institution or any payment platform. The bidder must be a non-Bank promoted entity”.	We believe that the clause is discriminatory and intended to filter out competition. Request Bank to omit the mentioned clause.	No change in RFP Clause
53	22	6 (4)	Bidder or OEM should have experience of 3 years of deployment, monitoring and management of reconciliation solution with a large public/ private sector Bank, having experience in India/abroad. The solution offered must be already be implemented in Private/Public Sector Undertaking Bank in India or abroad having minimum business mix of 4 lac crore as on 31st March, 2021.	Proposed clause: Bidder or OEM should have experience of 3 years of deployment, monitoring and management of reconciliation solution with Banks having experience in India/abroad. The solution offered must be already be implemented in Private/Public Sector Undertaking Bank/ Financial institution in India or abroad and must be doing reconciliation for at least 10 crore transactions per month at the date of the RFP .	No change in RFP Clause
54	22	6.4		Bidder or OEM should have experience of 3 years of deployment, monitoring and management of reconciliation solution with a large public/ private sector Bank, having experience in India/abroad. The solution offered must be already	No change in RFP Clause

				be implemented in Private/Public Sector Undertaking Bank in India or abroad having minimum business mix of 4 lac crore as on 31st March, 2021.	
55	23	17	The bidder shouldn't have any security incident or information security incident assigned to their hosted or deployed system in last 3 years of operation. PCI-PA DSS complaint.	We request you to consider the GOI guidelines for MSME, as per which PCI-PA DSS compliant certificate may not be insisted for MSME units.	No change in RFP Clause
56	23	19	Bidder should also have internal control and audit measures in place. The Bidder should have necessary data security protocols in place to protect banks confidential data.	Since the Bidder is PCI DSS as well as ISO certified. Request the Bank to accept PCI DSS and ISO certificates instead of external audit reports.	No change in RFP Clause
57	23	Eligibility Criteria, Clause No. 20	Subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms / LLPs having common partners should not participate in the bid process.	We believe that the clause is not a prerequisite to judge the competency of bidder and irrelevant. Hence it should not be a part of the Eligibility Criteria. Request Bank to omit the mentioned clause.	No change in RFP Clause

58	23	Sec # 6 - Eligibility Criteria	Solution offered must be owned by the Bidder and must have its IP rights	<p>a) Requesting this clause to be amended as below: Bidder company to propose its own solution or any of the leading OEM solution.</p> <p>B) Proposed clause : Solution offered must be owned by the Bidder or OEM and must have its IP rights. Undertaking of IP Rights to be submitted</p> <p>c)As OEM experience is considered in eligibility criteria we suggest below change else it contradicts with the eligibility criteria point no 4. Bidder is anyways ensuring and taking responsibility for all types of customization as per scope of work. We are the system integrator and the ip rights are with the OEM so we suggest the below change. Solution offered must be owned by the Bidder /OEM and must have its IP rights. Kindly accept IP rights with OEM/Bidder. If required MAF(MANUFACTURERS' AUTHORIZATION FORM) can be submitted for same. Please find attached MAF format.</p>	No change in RFP Clause
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59	23		<p>Eligibility Criteria:- 13.All software, hardware (if any) infrastructure for module wise reconciliation system, must be deployed in India with servers / portal/ applications uptime > 99% of servers / portal/ applications. Bidder to confirm that no data of the Bank is going out of India through any medium. Copy of documentary proof to be submitted.</p>	Kindly suggest the documentary proof required or a self-declaration is required.	Self-declaration is required.
60	24	Techno-Commercial Evaluation	The bidder may quote the best competitive price in the commercial bid as Bank may or may not opt for Reverse Auction.	Please confirm whether the selection of Bidder will be based on L1 price in the initial price submission or there will be Reverse Auction to be scheduled thereafter and as per the Reverse Auction.	Successful Bidder' is the system integrator or bidder who has become eligible as per eligibility and technical parameters set by the bank and further emerges as L1 bidder in commercial evaluation process.
61	26	Delivery Schedule	The products and/or Systems and/or Services covered under this invitation are to be supplied, installed and commissioned within the mentioned in RFP-90 days. No credit will be given to early deliveries. An adjustment of 0.5% of the Bid price (estimated TCO- Total Cost of Operations) per week or part of week will be added for evaluation of Bids offering delayed deliveries. Handholding for 3 month and data and training	a) Request bank to provide 180 days for complete delivery of the solution. b)Request Bank to modify the clause as mentioned below: The products and/or Systems and/or Services covered under this invitation are to be supplied, installed and commissioned within the mentioned in RFP-90 days from the date of delivery/ installation of hardware and requisite software which will be provided by Bank	No change in RFP Clause

62	26	9. Contract period	The Contract with the selected vendor will be valid for a period of 3 years with an option to further renew the same upto 3 years(2 years and further for 1 more year) on same term & conditions, unless the contract is terminated by the Bank as per the termination clause in this RFP.	<p>a)'Bidder requests that the renewal period shall be agreed on the terms and conditions mutually agreed between the Parties and Termination of Clause to be mutually agreed between the Parties. Accordingly, we would recommend to revise this Clause as below: "The Contract with the selected vendor will be valid for a period of 3 years with an option to further renew the same up to 3 years (2 years and further for 1 more year) on such term & conditions mutually agreed between the Parties, unless otherwise the contract is terminated by the Parties as per the termination clause in this RFP."</p> <p>b)'The Contract with the selected vendor will be valid for a period of 3 years with an option to further renew the same up to 3 years (2 years and further for 1 more year) at mutually agreed terms and conditions.</p>	No change in RFP Clause
63	27	10. TERM AND RENEWAL	Without prejudice to the right of termination, BOB may renew or extend the term of this Agreement, for a period of 3 Years (2 years and further for 1 more year) on renewal basis on the same terms and conditions of this Agreement, as per its sole discretion.	<p>Bidder requests that the renewal period shall be agreed on the terms and conditions mutually agreed between the Parties. Accordingly, we would recommend to revise this Clause as below: "Without prejudice to the right of</p>	No change in RFP Clause

				termination, BOB may renew or extend the term of this Agreement, for a period of 3 Years (2 years and further for 1 more year) on renewal basis on such terms and conditions mutually agreed between the Parties."	
64	38	15.1 Confidentiality	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 Vendor or its employees during the course of discharging their obligations shall be treated as absolutely confidential....	Bidder requests that the confidentiality provision to be mutually covered for both the Parties, since the Bidder will also share it's own confidential information related to its products and systems etc., Accordingly, we would recommend to revise this Clause on mutual terms.	No change in RFP Clause
65	39	15.2 Information Ownership	All information processed, stored, or transmitted by Vendor equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.	Bidder clarifies that the information of Bidder stored or transmitted by Bidder still remain as the property of the Bidder. Accordingly we would recommend to revise this Clause as per below: "All information (excluding Bidder's information) processed, stored, or transmitted by Vendor equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the Bank's information in the possession of Bidder or rights to redistribute the information of the Bank. The Parties understands that civil, criminal, or	No change in RFP, as this point is in reference to information processed, stored, or transmitted by Vendor equipment

				administrative penalties may apply for failure to protect information appropriately.	
66	40	15.7 Termination	Further, the bank may terminate the subsequent agreement at any stage without assigning any reason by giving 30 days' notice to the successful bidder.	<p>Bidder requests that notice period of termination for convenience to be increased to 90 days and to be agreed on mutual terms. Accordingly we would recommend to revise this Clause as per below:</p> <p>Further, either Party may terminate the subsequent agreement at any stage without assigning any reason by giving 90 days' notice to the other Party.</p> <p>Bidder may suspend the services or terminate this Agreement: (i) if the Bank delays to make the undisputed payment within 30 days of receipt of invoice from the Bidder. (ii) in the event the Services or any part thereof are not capable of being applied / implemented / by Bidder or being provided by the Bidder pursuant to the Applicable Law.</p>	No change in RFP Clause

67	41	15.8 Contract Review and Effect of Termination	The validity of this contract shall be 3 years from date of its signing and can extend upto 3 Years (2 years and further for 1 more year) on renewal basis at the discretion of the Bank as stated above. Procedures for transition and migrating to the new vendor Time frame for parallel run Skill transfer mechanism and in specific cases the human resources requirement.	Bidder requests that the renewal period shall be agreed on the terms and conditions mutually agreed between the Parties and Termination of Clause to be mutually agreed between the Parties. Accordingly, we would recommend to revise this Clause.	No change in RFP Clause
68	41	15.7 (Termination)	Notwithstanding above, in case of change of policy or any unavoidable circumstances and without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and/ or any particular order, in whole or in part by giving Vendor at least 90 days prior notice in writing.	Since this opportunity requires investment from the Bidder / OEM, termination needs to have specific reason duly attributed to services. Request bank to remove this clause completely	No change in RFP Clause
69	42	15.11	Uptime and Penalty	Since the Hardware is being provided by the Bank, in case of any hardware failure the same shall not be passed on to the successful bidder. This issue may be discussed with the successful Bidder.	Application downtime will be attributed to the vendor
70	42	Uptime and Penalty	1 day - As stipulated by regulator plus Rs.10,000/- per network 2 day - As stipulated by regulator plus Rs.20,000/- per network 5 day - As stipulated by regulator plus Rs.50,000/- per network Beyond 5 days - As stipulated by regulator plus Rs.1,00,000/- per network	TAT in respect of multiple channels involves dependencies. The penalties mentioned are extremely high. Request Bank to incorporate capping on the penalty amount	No change in RFP Clause

71	42	Uptime and Penalty	The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner. If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.	Overall level penalty shall be limited to max. upto 5% of the total cost.	No change in RFP Clause
72	43	15.11 Uptime and Penalty	The entire solution is required to be up and running with minimum uptime of 99.95%, barring scheduled and mutually agreed upon downtime for maintenance or training purposes. The Fees/amount payable to the company shall be subject to deduction of penalties if any, levied by the Bank in accordance with the provisions of this order and the agreement.	Since the entire process works on batch processing, we don't see the need for 99.95% uptime.	No change in RFP Clause
73	44	15.13 Indemnity	The Vendor shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly	Bidder clarifies that the indemnity has to be agreed on mutual terms. The word "indirectly" to be removed from this clause.	No change in RFP Clause

74	46	15.15 Limitation of Liability	<p>Vendor's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual Loss arising to bank by the successful bidder, Contractor/subcontractor etc. of the successful bidder</p> <p>Vendor's liability in case of loss suffered by Bank on account of claims against the Bank resulting from Willful Misconduct or Gross Negligence arising due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited</p>	<p>a) 'Bidder clarifies that Bidder will not be liable for any indirect or consequential damages. Further, Bidder's total aggregate liability must be limited to the service fees paid by the Bank in any 12 months period immediately preceding the event giving rise to the liability. Accordingly we would recommend to add this Clause as per below: "Notwithstanding anything to the contrary, Bidder shall, under no circumstances, of whatsoever nature, be liable (whether by way of indemnity or otherwise) for any consequential, indirect, incidental, special, or punitive damages, whether foreseeable or unforeseeable, (including claims for loss, loss of goodwill, loss of profits, loss of business). In no event, Bidder's total aggregate liability to Bank shall exceed the charges paid by Bank to Bidder in the last 12 (twelve) month period immediately preceding the month in which the claim arose under such transaction in dispute, except for claims relating to breach of confidentiality, claims alleging that the Services infringe third party Intellectual Property Rights, willful misconduct or gross negligence."</p>	No change in RFP Clause
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			<p>b) Limitation of Liability - cannot be unlimited. You can cap to 10% of the contract value</p> <p>c) 1st sub clause is not acceptable as liability cannot be unlimited. Kindly replace first sub clause with below sub clause: Vendor's liability under this contract is limited to the amount of fees considerations received by it reduced by the associated costs, till such time as the Software Solution is under warranty from Vendor. After expiry of warranty and provided the Client has entered into an Annual Maintenance Contract (AMC) for maintenance and support of the Software Solution, such liability will be limited to the amount of AMC fees paid to Licensor during the calendar year of such claim. Under no circumstances shall the liability of Vendor regardless of the nature of claim whether in contract, tort, strict liability or any other theory of liability, exceed the amount mentioned above</p> <p>d) Kindly add below mentioned sub clause to Limitation of Liability clause</p> <p>The Vendor shall not be liable for any special, indirect, incidental or</p>	
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				consequential damages of any kind including but not limited to loss of use, data, profit, income, business, anticipated savings, reputation, and more generally, any loss of an economic or financial nature, which may be deemed as consequential incident of the claim.	
75	46	15.17 Inspection of Records	All vendor records with respect to any matters covered by this RFP shall be made available to internal or external auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours	Bidder clarifies that an advance notice of minimum 15 days (except for RBI or statutory audits) is required for audit or inspection for our preparation.	No change in RFP Clause
76	46	15.18 Assignment	If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the vendor under this RFP.	Bank clarifies that provided the new entity shall be bound by the same terms and conditions of this RFP or subsequent agreement. In the event of any deviation of existing terms, Bidder should have the right to terminate the subsequent agreement or suspend the services until mutual consent from both the Parties.	No change in RFP Clause
77	50	Annexure 01 – Table of Contents	7 Performance Guarantee	Trust this to be provided by the successful bidder.	To be provided by the successful bidder.
78	50	Annexure 01 – Table of Contents	9 Service Level	Trust this to be provided by the successful bidder.	To be provided by the successful bidder.

79	52	15.11 Uptime and Penalty	<p>If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.</p>	<p>Bidder clarifies that the penalty / liquidated damages shall not be imposed on the occurrence of the same incident or events. Further, Bidder clarifies that Bidder shall not be liable for any penalty or liquidated damages arising out of any acts or omissions not attributable to Bidder. In the event of non-performance or delay, the Parties shall mutually agree on the RCA and mitigation plan to amicably resolve the issues.</p> <p>Accordingly we would recommend to add this Clause as per below: "Penalty / Liquidated Damages on delay or non-performance shall not be applicable for reasons not attributable to the Bidder. In the event of any delay or non-performance, the Parties shall mutually agree on the root cause analysis to determine the cause of delay or non-performance before imposing penalty / liquidated damages. Notwithstanding anything to the contrary, the Parties agree that, in no event, the Penalty / Liquidated Damages for non-performance of Bidder in any month shall not exceed 10% of the monthly service fees payable by the Bank."</p>	No change in RFP Clause
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80	54	Annexure 05– Commercial Bid	Volume Per month is presumed at 12 Crore transactions(B)	However the total for TCO has been mentioned 14 Crore. Request clarification. Trust it is typographical error.	Kindly consider as below: Volume Per month is presumed at 14 Crore transactions(B)
81	54	Annexure 05– Commercial Bid	1. Sr. 1 pertaining to ATM & Debit Card module is priority & mandatory. Modules pertaining to Sr. 2 IMPS/UPI/NEFT etc. is optional at bank’s discretion to avail. Maximum 90 days’ timeline for the Sr. 2 modules would be provided to bidder for implementation.	Bank has stated that IMPS/UPI/NEFT modules is optional. As we have to factor the cost per transaction, can the Bank indicate whether it will be awarded subsequently to successful bidder?	Currently the solution required is only for Debit card operation. IMPS/UPI/NEFT/RTGS etc. is optional at bank’s discretion and can be discussed with successful bidder.
82	54	Annexure 05– Commercial Bid	6. Bank will provide Hardware with operating software. Any other software required to run the solution should be provided by the bidder.	a) Trust the Data Base license will be provided by the Bank. However on page number 12 under “TECHNICAL SPECIFICATIONS” it has been stated that Vendor to provide the required solution architecture, for interfacing/connecting necessary hardware, servers and the Computer hardware, OS and database required for the solution being procured. It would be verified/ vetted by Bank. b) We assume that the required Database licenses will be procured by Bank. c) '1. Please specify the components that the bank will be providing 2.What does Operating Software in the requirement refer to?. Request bank to provide the list of components	The selected bidder has to provide the application software along with necessary supporting software to run their application. Discussion will be done with the successful bidder for hardware specifications.

				which will be considered as Operating Software and provided by the bank.	
83	54	Annexure 05 - Commercial Bid		From the commercial format, we understated that the bidder has to mention details in Column "C" and "D" and total of Column "D" only. Request Bank to kindly confirm the same	Bidder has to provide the Amount in Paise in column -A(M**,N**,O**) ,Total cost in column-C, and Total Cost of ownership in Column D
84	54	Annexure 05	Commercial Bid	What is the current average transaction volume per month and YoY volume growth projection for the next 3 years?	Indicative data is already provided in RFP document, further details would be discussed with the successful bidder
85	58	Annexure 07 - Integrity Pact		Request Bank to confirm that the Integrity Pact is to be printed on Stamp Paper of letterhead of bidder	Duly Signed and Stamped by Authorized Signatory on proper stamp paper

86	65	Annexure 08-Service Level	The bidder must undertake also to submit a letter from OEM (Hardware and Application Software) certifying that if the bidder/ system integrator is not able to meet its obligations related to the service and support for the product as per contract during contract period, the OEM shall perform the said obligations with regard to their items through alternate and acceptable service provider. The bidder will be system integrator and will be liable for the Hardware as well as Software performance.	The understanding is that the hardware and application software (such as Operating System,database,Middleware etc) will be procured/provided by the bank based on the specification provided by the bidder. In that case, request bank to clarify the expectation of the OEM undertaking from the bidder(as bank will have relationship with OEM and can obtain required letter from OEM).	The selected bidder has to provide the application software along with necessary supporting software to run their application. Discussion will be done with the successful bidder for hardware specifications. Hence the bidder must undertake also to submit a letter from OEM as per Annexure 08
87	NA	NA	General	Request bank to provide details of the volumes to be handled for below listed points. 1. Number of ATMs/Recyclers. 2. Number of various types of Cards. 3. Daily/ Monthly transaction average on different channels card/non card/cash deposit etc. 4. Whether EJ pulling is automated - how is the process - getting data from all the ATMs/recyclers. 5. No of entities/sources. 6. No of SWITCH working in the bank. 7. What are all Digital banking Channels to be covered in scope.	Indicative data is already provided in RFP document, further details would be discussed with the successful bidder
88		General	No of Concurrent Users		Would be discussed with successful bidder
89		General	Max Transaction per Day		Would be discussed with successful bidder

90		General	Max Size of Write /Transaction year		Would be discussed with successful bidder
91		General	Any Document Upload Permitted		Would be discussed with successful bidder
92		General	Max Size of File in MB		Would be discussed with successful bidder
93		General	Max Files per User		Would be discussed with successful bidder
94		General	Database Backup Policy		Would be discussed with successful bidder
95		General	Database Retention Policy		Would be discussed with successful bidder
96		General	DC - DR Policy		Would be discussed with successful bidder
97		General	RPO -- Recovery Point of Object		Would be discussed with successful bidder
98		General	RTO -- Recovery Time of Object		Would be discussed with successful bidder
99		General	Data Archival Policy		Would be discussed with successful bidder
100		General Query	General Query	Can the Bank indicate:	Indicative data is already provided in RFP document, further details would be discussed with the successful bidder
101		General Query	General Query	1) Present Volume of Transactions within scope of work.	Indicative data is already provided in RFP document, further details would be discussed with the successful bidder
102		General Query	General Query	2) Projected Volume for next 3 years.	Indicative data is already provided in RFP document, further details would be discussed with the successful bidder

103		General Query	General Query	3) Number of ATMs providers.	Indicative data is already provided in RFP document, further details would be discussed with the successful bidder
104		General query		Request Bank to mention the current volume of transactions and the expected growth % year-on-year basis	Indicative list of transaction has been provided in the RFP, Detailed discussion will be held with the successful bidder
105		General query		Request Bank to let us know the number of ATM/Recyclers?	Indicative data is already provided in RFP document, further details would be discussed with the successful bidder
106		General query		Whether the hardware to be provided by the bank would be VMs or Physical machines?	Pre request list of hardware would be taken from the Successful Bidder and accordingly banks would provide the hardware it can be VM or Physical machines
107		General query		Request Bank to let us know what is the data migration period? i.e For how many years. What is the file/disk sizing of the data?	Will be discussed with Successful Bidder
108		General query		Request Bank to confirm whether bidder needs to provision the sizing of HW and operational efforts for UPI/IMPS/ NEFT/ RTGS (since point2 as per commercial table is optional).	Currently the solution required is only for Debit card operations. IMPS/UPI/NEFT/RTGS etc. is optional at bank's discretion and will be discussed with successful bidder.
109		General	General	Please extend the query submission date till the previous day of Pre Bid Meeting	No change in RFP Clause

Apart from the above query response any other query submitted by the bidder is to be considered as No change in RFP clause