



ODISHA GRAMYA BANK

Information Technology Department
Head Office, Gandamunda, P.O.-Khandagiri, Bhubaneswar

RFP Ref. No RFP/FID/02/22-23 dated 1th November 2022, Amendment_1 Date: 24-11-2022

AMENDMENT_1: FOR SELECTION OF CORPORATE BUSINESS CORRESPONDENT WITH END-TO-END FINANCIAL INCLUSION WITH TECHNOLOGY

All bidders are here by informed that based on the discussion in the Pre-bid meeting held virtually on date 15th November 2022, the response to queries submitted by all bidders are in Table# 6 and necessary amendments to RFP are provided in Table# 1,2,3,4 and 5.

Table#1: Amendment_1

Sr. No.	Document Reference	Page No.	Clause No.	Description in RFP	Amendment
1.	1.9.3 AWARD OF CONTRACT:	21	1.9.3	d. If for any reason TC1 bidder backs out or the purchase order given to the TC1 Bidder does not get executed in part / full, the Bank shall forfeit the bank guarantee for delivery/performance and go for a retender.	d. If for any reason TC1 bidder backs out or the purchase order given to the TC1 Bidder does not get executed in part / full, the Bank shall forfeit the bank guarantee for delivery/performance. TC2 bidder may be allowed to by bank to match TC1 commercials & take over project or bank may go for a retender at its own discretion.
2	J. Technology for Daily Deposit Agents	50	J	Bank have engaged approximately 600 Daily deposit agents across Bank's operating area	Bank have engaged approximately 300 Daily deposit agents across Bank's operating area.
3	J. Technology for Daily Deposit Agents	50	5	5. The service provider shall provide a Bluetooth based thermal printer for transaction receipt.	5. The service provider shall provide Bluetooth based thermal printer for transaction receipt. The price quoted shall be valid for a period of 3 years.
4	1.3 BIDDER'S QUALIFICATION CRITERIA:	13	12	The Bidder has its own service centres / authorized franchise / authorized service centre in the state of Odisha. Bidder to submit the service centre details as per format provided in Annexure VIII of the RFP along with the technical bid. (Self-Declaration to be submitted). (Documentary proof should be attached).	This clause has been removed.
5	A. DETAILED SCOPE OF THE PROJECT:	39	12	Successful Bidder is responsible for deploying qualified personnel as BC agent (BCA) with minimum academic qualification of Xth. Selected BCA should fulfil qualification criteria as per the guidelines of Ministry of Finance, IBA, RBI and Bank which may subject to change as per regulatory requirements. BC certification from IIBF is mandatory for every BCA before deployment/ on boarding.	Successful Bidder is responsible for deploying qualified personnel as BC agent (BCA) with minimum academic qualification of Xth. Selected BCA should fulfil qualification criteria as per the guidelines of Ministry of Finance, IBA, RBI and Bank which may subject to change as per regulatory requirements. The successful bidder to deploy IIBF certified BCA within 3 months post engagement.
6	B. TECHNICAL CAPABILITIES:	42	1	Proposed solution should have standard interface capabilities (standards like ISO, XML, web services etc.) from end to end encryption with SSL / TLS 1.2 and above (latest stable version). Solution should support AePS, IMPS, UPI, Account Based transactions, Debit Cards (only EMV chip card) and other services specified by the bank in RFP.	Proposed solution should have standard interface capabilities (standards like ISO, XML, web services etc.) from end to end encryption with SSL / TLS 1.2 and above (latest stable version). Solution should support AePS, IMPS, Account Based transactions, Debit Cards (only EMV chip card) and other services specified by the bank in RFP.
7	I. BASIC FUNCTIONS OF THE APPLICATION:	50	3	Voice guidance in all local languages and charge Slip in bilingual (paper trial) should be provided for both failure and successful transactions to enable the Customers to follow the transactions.	Voice guidance in Odia language and charge Slip in English (paper trial) should be provided for both failure and successful transactions to enable the Customers to follow the transactions.

8	ANNEXURE VIII- DETAILS OF SUPPORT INFRASTRUCTURE AVAILABLE WITH BIDDER IN ODISHA	69	ANNEXURE VIII	DETAILS OF SUPPORT INFRASTRUCTURE AVAILABLE WITH BIDDER IN ODISHA	This clause has been removed.
9	ANNEXURE I-SCOPE OF WORK	37	6	Bank may require additional BC agents at locations as per the road map given by RBI/ DFS/SLBC/ State Governments . The Successful Bidder is required to deploy BC agents on same terms and conditions at those locations	Bank may require additional BC agents at locations as per the road map given by RBI/ DFS/SLBC/ State Governments . The Successful Bidder is required to deploy BC agents on same terms and conditions at those locations within 30 days of notice.
10	1.4 REQUIREMENTS & SCOPE OF WORK:	14	1.4	Contract shall be for a period of five years from the date of entering into agreement and shall be renewed further for a period of two years.	Contract shall be for a period of five years from the date of entering into agreement and shall be renewed further for a period of two years with mutual consent of both the parties on mutually agreed rates.
11	ANNEXURE I-SCOPE OF WORK	34	3	The Successful Bidder will deploy all the banking applications on the Micro-ATMs/ Mobile Devices/ Kiosk without any extra cost to the Bank.	The Successful Bidder will deploy all the banking applications on the Micro-ATMs without any extra cost to the Bank.
12	A. DETAILED SCOPE OF THE PROJECT:	39	7	7. Required software for the intermediary FI(App/Web/DB) servers i.e latest stable Operating system at DC & DR servers, to be provided/procured by Successful Bidder including all the licenses, softwares, SSL certificates (TLS ver 1.2 and above), ATS support, patch management of applications & servers provided.	7.Required software for the intermediary FI(App/Web/DB) servers i.e latest stable Operating system at DC & DR servers , to be provided/procured by Successful Bidder including all the licenses, software's, SSL certificates (TLS ver 1.2 and above), ATS support, patch management of applications & servers provided. Bank will provide rack space, power supply from dual PDU and data center environment. The bidder shall provide servers having dual hot swappable SMPS and required cables for power and network connectivity. Bidder shall also provide all software and OS required for their solution.
13	A. DETAILED SCOPE OF THE PROJECT:	39	10	Successful Bidder Shall own and operate entire infrastructure including the front end system, intermediary switching solution and card management system.	Successful Bidder Shall own and operate entire infrastructure including the front end system, intermediary switching solution.
14	E. INCIDENT MANAGEMENT:	45	1	Successful Bidder shall provide a help desk with adequate number of phone lines for online support of BC agents and also for the Bank customers. The toll free number should be printed on the transaction receipt.	Successful Bidder shall provide a help desk with adequate number of phone lines for online support of BC agents. Telephonic support in Odia language should be available on all days from 6:00 AM to 10:00 PM. Bidder may also explore the possibility of IVR support and ticketing system to BCs redressal .
15	M. RESIDENT PERSONNEL FOR MIGRATION:	53	M	Successful Bidder (SB) shall deploy support team including Team Leader at bank's Head office for the complete duration of the project.	Successful Bidder (SB) shall deploy minimum one onsite support at bank's Head office for the complete duration of the project.

16	L. CASH OPERATIONS BY THE BUSINESS CORRESPONDENT (BC/BCA):	53	8	Successful Bidder to balance/tally the cash balance in the MicroATM/ Tablet/Mobile device with bank CBS account on daily basis and submit weekly certificate to the bank.	Successful Bidder to balance/tally the cash balance in the MicroATM with bank CBS account on daily basis and submit weekly certificate to the bank.
17	ANNEXURE I- SCOPE OF WORK	37	7	The Bank reserves the right to add/modify/delete any locations from the existing locations as per the requirement from time to time.	The Bank reserves the right to add/modify/delete any locations from the existing locations as per the requirement from time to time by giving 15 days advance notice.
18	A. DETAILED SCOPE OF THE PROJECT:	39	12	Successful Bidder is responsible for deploying qualified personnel as BC agent (BCA) with minimum academic qualification of Xth. Selected BCA should fulfil qualification criteria as per the guidelines of Ministry of Finance, IBA, RBI and Bank which may subject to change as per regulatory requirements. BC certification from IIBF is mandatory for every BCA before deployment/ on boarding.	Successful Bidder is responsible for deploying qualified personnel as BC agent (BCA) with minimum academic qualification of Xth. Selected BCA should fulfil qualification criteria as per the guidelines of Ministry of Finance, IBA, RBI and Bank which may subject to change as per regulatory requirements. BC certification from IIBF is mandatory for every BCA before deployment/ on boarding. Preference must be given to women SHG members for engagement as BC agent.

Table#2:**1.1. SCHEDULE OF BIDDING PROCESS: Amended**

S.No	Description of Information/ Requirement	Information / Requirement	Revised Bid Schedule
6.	Last Date and Time for submission of bids along with supporting documents through the above e-tendering portal.	25 th November 2022 on or before 15:00 hours	15th December 2022 on or before 15:00 hours
7.	Last date, time and place for submission of Original Bid Cost (DD), Bank Gurantee for EMD, Integrity Pact and Power of Attorney.	25 th November 2022 on or before 15:00 hours at the Bank's Financial Inclusion Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person).	15th December 2022 on or before 15:00 hours at the Bank's Financial Inclusion Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person).
8.	Date, time and venue for opening the technical bid through e-tendering portal.	25 th November 2022 at 16:00 hours at the Bank's Financial Inclusion Department, Bhubaneswar.	15th December 2022 at 16:00 hours at the Bank's Financial Inclusion Department, Bhubaneswar.
9.	Date, time and venue for opening the commercial bid	Will be intimated to technically short-listed bidders.	Will be intimated to technically short-listed bidders.

Table#3:

1.9.1 TECHNICAL BID EVALUATION-POINTS AMENDED

NAME OF CORPORATE BUSINESS CORRESPONDENT:					
ADDRESS:					
CONTACT DETAILS:					
Sr.	Parameter (Position as on 31.03.2022)	Criteria	Marks	Max Marks	Bidders Marks
1	Average Turnover of last 3 years (FY 2019-20 ,2020-21& 2021-22)	>30 CR	10	10	
		20 Crores to 30 Crores	7		
7	TSP (Technology Service Provider) working as CBC in Same Bank	3 or more Banks	20	20	
		2 Banks	15		
		1 Bank	10		

All other parameters remain unchanged and to be followed as per the original RFP

Table#4:

TABLE II COST OF TECHNOLOGY SERVICES (CAPEX):

Sr No.	Cost of services	Make and Model	Specification	Units Cost	Units	Total OTC	Unit AMC 2nd Year	AMC 2nd Year	Unit AMC 3rd Year	AMC 3rd Year	Unit AMC 4th Year	AMC 4th Year	Unit AMC 5th Year	AMC 5th Year	Total (in INR)
A	B	C	D	E	F=D*E	G	H=G*E	I	J=I*E	K	L=K*E	M	N=M*E	K=(F+H+J+L+N)	
1	App Server (DC)				1										
2	Web Server (DC)				1										
3	DB Server (DC)				1										
4	HSM (DC)				1										
5	PTS Server (DC)				1										
6	UAT Web Server (DC)				1										
7	UAT APP+DB Server (DC)				1										
8	App Server (DR)				1										
9	Web Server (DR)				1										
10	DB Server (DR)				1										
11	HSM (DR)				1										
12	PTS Server (DR)				1										
13	Cablings and installation charges				1										
14	Operating Systems				12										
15	Database License				3										
16	Android App for Daily deposit scheme				300										
17	Bluetooth thermal printer				300										
18	Integration with Banks Aadhaar Vault through CBS														
19	Integration of FI gateway to the Bank's CBS Finacle 10.2.25 APIs using ISO 8583 message format.														
20	Total														

All other parameters remain unchanged and to be followed as per the original RFP

Table #5:

SCHEDULE A

1. 1. Scope of Services/ Technical Specification/ Terms and Conditions:

As per referred RFP/ PO terms and its subsequent amendments (if any).

2. Other terms and conditions:

a) Vendor to do complete background check of the proposed engineers and give declaration to the Bank in this regard.

b) Vendor has to submit a letter duly signed by his employees wherein the vendor will identify his employee as a person deputed to the Bank for discharging duties in terms of the agreement with the bank and the employee undertaking to abide by all the rules and regulations of the bank while discharging his duties in the Bank.

c) Vendor has to obtain Non-Disclosure Cum Confidentiality undertaking letter from each of the employee for deputation to the Bank. In the said undertaking, the employee should also hold himself jointly liable along with his employer for any loss or damage caused to the bank because of any breach of terms of undertaking letter or any other terms specified by the bank in writing.

3. **Timeline for the Project:**

Timelines for implementation of the project is given below:

Sr. No.	Milestones	Days from date of release of PO
1.	Acceptance of PO	7 days
2.	Singing of Contract, SoW and SLA	30 days
3.	Submission of Performance Bank Guarantee	30 days
4.	Delivery and installation of Hardware and software	150 days
5.	Go-live with all required integration and testing	200 days
6.	Onboarding of BCs	200 days

Note:- These are tentative end date for completion of all given stages. It is expected that each stage should be completed before these timelines.

Table#6: Clarification on queries of bidders

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
1	Yalamanchili Software Exports Pvt. Ltd.	12	1.3 BIDDER'S QUALIFICATION CRITERIA:	1. The bidder should be registered as a company in India as per Companies Act, 1956/2013 and should have been in operation for a period of at least 3 years in a related field as on date of RFP. The Certificate of Incorporation issued by the Registrar of Companies to be submitted along with technical bid. (Documentary proof should be attached).	We request the bank for Consortium to be allowed for BCs	Consortium is not allowed.
2	Yalamanchili Software Exports Pvt. Ltd.	12	1.3 BIDDER'S QUALIFICATION CRITERIA:	Point 5. The Bidder should have been working as Financial Inclusion end to end technology solution provider in at least one scheduled commercial Banks in India for at least 3 years as on date of RFP. (Documentary proof should be attached). Bidder should submit the certificate as per Annexure IV of the RFP along with proof of Document such as purchase order /certificate from clients. & Point No. 6	We can share PO copy as proof since the order is completed.	The clause in RFP remains unchanged.
3	Yalamanchili Software Exports Pvt. Ltd.	12	1.3 BIDDER'S QUALIFICATION CRITERIA:	Bidders should have at least 300 Business Correspondent Agents (BCA) working with at least one scheduled commercial banks (SCB) as on date of RFP with satisfactory performance. Bidder should submit the certificate as	We can share PO copy as proof since the order is completed.	The clause in RFP remains unchanged.

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
				per Annexure V of the RFP along with proof of Document such as purchase order /certificate from clients.		
4	Yalamanchili Software Exports Pvt. Ltd.	23	2.3. COST OF BID DOCUMENT AND EARNEST MONEY DEPOSIT:	The bid should also be accompanied by cost of bid document (non-refundable) for Rs. 5,900/- The Bidder is required to deposit ₹ 16,00,000/-	Kindly relax to allow for Cost of Bid document and EMD for MSME Certified	The clause in RFP remains unchanged.
5	Yalamanchili Software Exports Pvt. Ltd.	43	C. RESPONSIBILITIES OF THE SUCCESSFULL BIDDER:	Print receipt shall be in ENGLISH language and Voice acknowledgement shall be in ODIA language for the customer.	Voice Acknowledgement, Please clarify if there is any existing service provider for Integration	Clarification: The service has to be provided by the selected bidder. Amended: Refer Table #1 point 7
6	Yalamanchili Software Exports Pvt. Ltd.	52	K. FI SERVER:	FI Servers shall be provided as CAPEX in DC and DR with auto replication with same configuration	we request the bank to go for Opex Model	The clause in RFP remains unchanged
7	Yalamanchili Software Exports Pvt. Ltd.	10	1.1 SCHEDULE OF BIDDING PROCESS:	Last Date and Time for submission: 25th November 2022	Request the bank to extend as it too short to prepare the documents	Amended: Please refer to Table # 2

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
8	Atyati	10	Pre Bid Meeting	14th November 2022, 11:00 hours through Webex	Since we have our Internal & Board meetings we request you to consider rescheduling pre bid meeting post 15th.	The meeting was on 15-10-2022 at 4 PM
9	Atyati	10	1.1. SCHEDULE OF BIDDING PROCESS	Last date, time and place for submission of Original Bid Cost (DD), Bank Gurantee for EMD, Integrity Pact and Power of Attorney. 25th November 2022 on or before 15:00 hours at the Bank's Financial Inclusion Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person	Vendors required minimum four weeks for preparing bid post pre bid queries clarification, we request you to extend dates accordingly.	Amended: Please refer to Table # 2
10	Atyati	18	Net Profit Position of last 3 years (FY 2019-20 ,2020-21 & 2021-22)	All 3 FY	If Organization is profitable for three years complete marks will be awarded please clarify.	Clarification: Refer to clause 1.9.1 TECHNICAL BID EVALUATION
11	Atyati	19	TSP (Technology Service Provider) working as CBC in Same Bank	>4 Banks	We request you to kindly remove same Bank condition & No. of Banks condition may be continued. Since Banks are floating separate RFP's for FIG & CBC it is difficult to be present as FIG & CBC.	Amended: Refer to Table #3
12	Atyati	21	1.9.3 AWARD OF CONTRACT:	If for any reason TC1 bidder backs out or the purchase order given to the TC1Bidder does not get executed in part / full, the Bank shall forfeit the bank	In case TC1 bidder backs out or not able to deliver with in time lines can TC2 bidder match TC1 commercials & take over project.	Amended: Please refer to Table # 1,point # 1

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
				guarantee for delivery/performance and go for a retender		
13	Atyati	62	TABLE II COST OF TECHNOLOGY SERVICES (CAPEX):	17. Bluetooth thermal printer	Only printer is mentioned request to clarify on FPS, Tab & other Peripherals.	Clarification: The Bluetooth thermal printer is for Daily deposit agents only. FPS, TAB and other peripherals for BCAs shall be deployed by the successful bidder. Amended: Please refer to Table # 4
14	Atyati	65	ANNEXURE IV- OF CERTIFICATE EXPERIENCE	ANNEXURE IV-CERTIFICATE OF EXPERIENCE	Certificate format doesn't contain number of locations, No. of Transactions etc required for eligible score & both formats are same. Please clarify.	Clarification: Annexure IV is for experience in terms of years and transactions. Refer to page 58 of RFP.
15	Atyati	66	ANNEXURE V- FROM CLIENT CERTIFICATE	ANNEXURE V-CERTIFICATE FROM CLIENT	Certificate format doesn't contain number of locations, No. of Transactions etc required for eligible score & both formats are same. Please clarify.	Clarification: Annexure V is certificate of bidder for having minimum 300 BCAs. Refer to page 58 of RFP.
16	Atyati	67	Annexure VI - Format Power of Attorney	Annexure VI - Format Power of Attorney	All the Banks are accepting Board resolution. We request you to accept Board resolution as typically power of attorney to employees cannot be given.	The clause in RFP remains unchanged.

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
17	Atyati	12	1.3 BIDDER'S QUALIFICATION CRITERIA:	2. The bidder has registered an average turnover of ₹20 Crores (Rupees Twenty Crores) (Financial year shall mean an accounting period of 12 months.	We request to please increase the limit from Rs.20 cr to Rs.100 cr. so that only experienced Bidders with sound financials could participate.	The clause in RFP remains unchanged
18	Atyati			6. The Bidder should have been working as Corporate Business correspondent in at least one scheduled commercial Banks in India for at least 3 years as on date of RFP. (Documentary proof should be attached).	We request for inviting Bidders having experience as CBC of at least 3 Banks consisting of 1 PSU and 2 RRBs, may be stipulated.	The clause in RFP remains unchanged
19	Atyati			7. Bidders should have at least 300 Business Correspondent Agents (BCA) working with at least one scheduled commercial banks (SCB) as on date of RFP with satisfactory performance.	We would suggest to increase the number to 5000 BC points keeping in view the existing BC point of the Bank and its future expansion plan of next 5 years.	The clause in RFP remains unchanged
20	Atyati	13	1.4 REQUIREMENTS & SCOPE OF WORK:	Successful bidders shall be engaged as Corporate Business Correspondents with capability of managing minimum 780 BCs at 780 sub-service areas along with FI technology Gateway i.e., End to End solution for FI (Deployment of Software,	Kindly confirm whether all 780 BC points are earmarked as Mandatory points or not.	Clarification: Presently all the 780 BC points are earmarked as mandatory.
21	Atyati	73	ANNEXURE XII - BID SECURITY (BANK GUARANTEE)	Bank Guarantee Format	Kindly confirm Stamp paper value	Clarification: As per value prevailing in the state where it is executed.

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
22	Atyati	74	ANNEXURE XIII-PROFORMA OF BANK GUARANTEE (PERFORMANCE)	Bank Guarantee Format	Kindly confirm Stamp paper value	Clarification: As per value prevailing in the state where it is executed.
23	Alankit	87	Article 16: Other Provisions	If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.	Please clarify that consortium bidding/ Joint Venture bidding is applicable for this tender.	Consortium/joint Venture bidding is not allowed.
24	Alankit	23	2.3. COST OF BID DOCUMENT AND EARNEST MONEY DEPOSIT	The bid should also be accompanied by cost of bid document (non-refundable) for Rs. 5,900/- (Rupees Five Thousand Nine Hundred Only) by way of a Demand Draft for the amount in favour of Odisha Gramya Bank, payable in Bhubaneswar. The Bidder is required to deposit ₹ 16,00,000/- (Rupees Sixteen Lakhs only) in the form of Bank Guarantee issued by a scheduled commercial bank valid for 6 months, with a claim period of 3 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in ANNEXURE XII.	Please allow MSME registered bidders Exemption from submission of EMD & Cost of Bid Documents.	The clause in RFP remains unchanged.

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
25	IPS e Services Private Limited	12	1.3 BIDDER'S QUALIFICATION CRITERIA	2. The bidder has registered an average turnover of ₹20 Crores (Rupees Twenty Crores) (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) in the immediate preceding 3 financial years (2019-20, 2020-21 & 2021-22) as per audited accounts. Annual reports of 2019-20, 2020-21 & 2021-22 should be attached.	As per MSE Order 2012 & MSE Office Memorandum Dated 25th March 2022, it is clearly mentioned that "MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process." Therefore request you to give relaxation to the average turnover at Rs. 5 Crores.	The clause in RFP remains unchanged.
26	IPS e Services Private Limited	12	1.3 BIDDER'S QUALIFICATION CRITERIA:	7. Bidders should have at least 300 Business Correspondent Agents (BCA) working with at least one scheduled commercial banks (SCB) as on date of RFP with satisfactory performance. Bidder should submit the certificate as per Annexure V of the RFP along with proof of Document such as purchase order /certificate from clients.	As per MSE Order 2012 & MSE Office Memorandum Dated 25th March 2022, it is clearly mentioned that "MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process." Therefore, request you relax this experience criteria by stating that "Bidders should have at least 100 Business Correspondent Agents (BCA) working with at least one scheduled commercial banks (SCB) as on date of RFP with satisfactory performance"	The clause in RFP remains unchanged.

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
27	IPS e Services Private Limited	12	1.3 BIDDER'S QUALIFICATION CRITERIA:	8. The Bidder should have supplied, installed and commissioned FIG Hardware in on Premises / virtualised environment in at least one scheduled commercial banks(SCB) in India in the last Five (5) years as on date of RFP. Bidder should submit self-declaration along with proof of document such as purchase order and installation certificate with virtualised environment commissioned /completion certificate/confirmation from clients as per Annexure VII of this RFP. (Documentary proof should be attached).	As per MSE Order 2012 & MSE Office Memorandum Dated 25 th March 2022, , it is clearly mentioned that "MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process." Therefore, request you to remove the said clause.	The clause in RFP remains unchanged.
28	IPS e Services Private Limited	13	1.3 BIDDER'S QUALIFICATION CRITERIA:	9. Bidder should have own switch services for FI gateway hosted in 2 data centers within India as DC DR Model. Bidder should have provided FI gateway solution as "switch as a service" in any one scheduled commercial banks(SCB) in India with at least 300 BC terminals. Bidder to submit the details as per format provided in Annexure VII of the RFP along with the technical bid. (Self-Declaration to be submitted). (Documentary proof should be attached).	As per MSE Order 2012 & MSE Office Memorandum Dated 25 th March 2022, , it is clearly mentioned that "MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process." Therefore, request you to remove the said clause.	The clause in RFP remains unchanged.

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
29	IPS e Services Private Limited	13	1.3 BIDDER'S QUALIFICATION CRITERIA:	10. The Bidder should have supplied, installed and commissioned FIP Hardware in on Premises / virtualised environment in at least one scheduled commercial banks(SCB) in India in the last Five (5) years as on date of RFP. Bidder should submit self-declaration along with proof of document such as purchase order and installation certificate with virtualised environment commissioned /completion certificate/confirmation from clients as per Annexure VII of this RFP. (Documentary proof should be attached).	As per MSE Order 2012 & MSE Office Memorandum Dated 25th March 2022, it is clearly mentioned that "MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process." Therefore, request you to remove the said clause	The clause in RFP remains unchanged.
30	IPS e Services Private Limited	13	1.3 BIDDER'S QUALIFICATION CRITERIA:	11. Bidder should have integrated their FI gateway to the Bank's CBS using ISO 8583 message format and should have the capability to integrate with Finacle 10.2.25 APIs, whenever made available. Bidder to submit the details as per format provided in Annexure VII of the RFP along with the technical bid. (Self-Declaration to be submitted). (Documentary proof should be attached).	As per MSE Order 2012 & MSE Office Memorandum Dated 25th March 2022, , it is clearly mentioned that "MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process." Therefore, request you to remove the said clause.	The clause in RFP remains unchanged.
31	IPS e Services Private Limited	13	1.3 BIDDER'S QUALIFICATION CRITERIA:	12. The Bidder has its own service centers / authorized franchise / authorized service center in the state of Odisha. Bidder to submit the service center details as per format provided in Annexure VIII of the RFP along with the technical bid. (Self-Declaration to be submitted). (Documentary proof should be attached).	For active participation request you to remove this point and give a chance to bidders of India to participate the tender even if they don't have active service centers at the time of Bidding.	The said clause has been removed. Amended: Refer Table # 1 ,point no. 4 and 8

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
32	IPS e Services Private Limited	23	2.3. COST OF BID DOCUMENT AND EARNEST MONEY DEPOSIT:	The bid should also be accompanied by cost of bid document (non-refundable) for Rs. 5,900/- (Rupees Five Thousand Nine Hundred Only) by way of a Demand Draft for the amount in favour of Odisha Gramya Bank, payable in Bhubaneswar.	As per MSE Order 2012, it is clearly mentioned that "To reduce transaction cost of doing business, Micro and Small Enterprises shall be facilitated by providing them tender sets free of cost, exempting Micro and Small Enterprises from payment of earnest money." Therefore, request you to kindly allow exception for payment of Cost of Bid.	The clause in RFP remains unchanged
33	IPS e Services Private Limited	23	2.3. COST OF BID DOCUMENT AND EARNEST MONEY DEPOSIT:	The Bidder is required to deposit ₹16,00,000/- (Rupees Sixteen Lakhs only) in the form of Bank Guarantee issued by a scheduled commercial bank valid for 6 months, with a claim period of 3 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in ANNEXURE XII.	As per MSE Order 2012, it is clearly mentioned that "To reduce transaction cost of doing business, Micro and Small Enterprises shall be facilitated by providing them tender sets free of cost, exempting Micro and Small Enterprises from payment of earnest money." Therefore, request you to kindly allow exception for payment of EMD.	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
34	SARVATRA TEVHNOLOGIES	12	1.3 BIDDER'S QUALIFICATION CRITERIA: Point 3	The bidder has registered net profit (after tax) for at least two financial years (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) in the immediate preceding 3 financial years (2019-20,2020-21 & 2021-22) as per audited accounts. Annual reports of 2019-20,2020-21 & 2021-22 should be attached.	Request the bank to kindly change the clause to "The bidder should have registered positive net profit for at least two financial years (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) in the immediate preceding 3 financial years (2019-20,2020-21 & 2021-22) as per audited accounts. Annual reports of 2019-20,2020-21 & 2021-22 should be attached."	The clause in RFP remains unchanged
35	SARVATRA TEVHNOLOGIES	12	1.3 BIDDER'S QUALIFICATION CRITERIA: Point 5	The Bidder should have been working as Financial Inclusion solution provider along with Corporate Business correspondent in any one scheduled commercial Banks in India for at least 3 years as on date of RFP. (Documentary proof should be attached). Bidder should submit the certificate as per Annexure IV of the RFP along with proof of Document such as purchase order /certificate from clients.	Request the bank to kindly change the clause to " The Bidder should have been working as Financial Inclusion solution provider along with Corporate Business correspondent in any one scheduled commercial Banks / Small Finance Bank / State co operative bank in India for at least 3 years as on date of RFP. (Documentary proof should be attached). Bidder should submit the certificate as per Annexure IV of the RFP along with proof of	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					Document such as purchase order /certificate from clients.	
36	SARVATRA TEVHNOLOGI ES	12	1.3 BIDDER'S QUALIFICATION CRITERIA: Point 6	The Bidder should have been working as Corporate Business correspondent in any one scheduled commercial Banks in India for at least 3 years as on date of RFP. (Documentary proof should be attached). Bidder should submit the certificate as per Annexure IV of the RFP along with proof of Document such as purchase order /certificate from clients.	Request the bank to kindly change the clause to "The Bidder should have been working as Corporate Business correspondent in any one scheduled commercial Banks / Small Finance Bank / State co operative bank in India for at least 3 years as on date of RFP. (Documentary proof should be attached). Bidder should submit the certificate as per Annexure IV of the RFP along with proof of Document such as purchase order /certificate from clients."	The clause in RFP remains unchanged
37	SARVATRA TEVHNOLOGI ES	12	1.3 BIDDER'S QUALIFICATION CRITERIA: Point 7	Bidders should have at least 300 Business Correspondent Agents (BCA) working with any Public Sector Banks(PSB)/Regional Rural Banks (RRB) as on 31.03.2022 with satisfactory performance. Bidder should submit the certificate as per Annexure V of the RFP along with proof of Document such as purchase order /certificate from clients.	Request the bank to kindly change the clause to " Bidders should have at least 300 Business Correspondent Agents (BCA) working with any Public Sector Banks(PSB)/Regional Rural Banks (RRB) / Small Finance Bank / State co operative bank as on 31.03.2022 with satisfactory performance. Bidder should submit the certificate as per Annexure V of the RFP along with proof	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					of Document such as purchase order /certificate from clients."	
38	SARVATRA TEVHNOLOGI ES	12	1.3 BIDDER'S QUALIFICATION CRITERIA: Point 8	The Bidder should have supplied, installed and commissioned FIG Hardware in on Premises / virtualised environment in at least one scheduled commercial banks(SCB) in India in the last Five (5) years as on date of RFP. Bidder should submit self-declaration along with proof of document such as purchase order and installation certificate with virtualised environment commissioned/completion certificate/ confirmation from clients as per Annexure VII of this RFP. (Documentary proof should be attached).	Request the bank to kindly change the clause to " The Bidder should have supplied, installed and commissioned FIG Hardware in on Premises / virtualised environment in at least one scheduled commercial banks(SCB) / Small Finance Bank / State co operative bank in India in the last Five (5) years as on date of RFP. Bidder should submit self-declaration along with proof of document such as purchase order and installation certificate with virtualised environment commissioned/completion certificate/ confirmation from clients as per Annexure VII of this RFP. (Documentary proof should be attached)."	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
39	SARVATRA TEVHNOLOGI ES	13	1.3 BIDDER'S QUALIFICATION CRITERIA: Point 9	Bidder should have own switch services for FI gateway hosted in 2 data centers within India as DC DR Model. Bidder should have provided FI gateway solution as "switch as a service" in any one scheduled commercial banks(SCB) in India with at least 300 BC terminals. Bidder to submit the details as per format provided in Annexure VII of the RFP along with the technical bid.	Request the bank to kindly change the clause to " Bidder should have own switch services for FI gateway hosted in 2 data centers within India as DC DR Model. Bidder should have provided FI gateway solution as "switch as a service" in any one scheduled commercial banks(SCB) / Small Finance Bank / State co operative bank in India with at least 300 BC terminals. Bidder to submit the details as per format provided in Annexure VII of the RFP along with the technical bid."	The clause in RFP remains unchanged
40	SARVATRA TEVHNOLOGI ES	13	1.3 BIDDER'S QUALIFICATION CRITERIA: Point 10	The Bidder should have supplied, installed and commissioned FIP Hardware in on Premises / virtualised environment in at least one scheduled commercial banks(SCB) in India in the last Five (5) years as on date of RFP. Bidder should submit self-declaration along with proof of document such as purchase order and installation certificate with virtualised environment commissioned /completion certificate/confirmation from clients as per Annexure VII of this RFP. (Documentary proof should be attached).	Request the bank to kindly change the clause to " The Bidder should have supplied, installed and commissioned FIP Hardware in on Premises / virtualised environment in at least one scheduled commercial banks(SCB) / Small Finance Bank / State co operative bank in India in the last Five (5) years as on date of RFP. Bidder should submit self-declaration along with proof of document such as purchase order and installation	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					certificate with virtualised environment commissioned /completion certificate/confirmation from clients as per Annexure VII of this RFP. (Documentary proof should be attached)."	
41	SARVATRA TEVHNOLOGI ES	13	1.3 BIDDER'S QUALIFICATION CRITERIA: Point 12	The Bidder has its own service centers / authorized franchise / authorized service center in Odisha. Bidder to ensure that server certified professional are employed in these locations and should submit the details of service center such as address, number of engineers attached to the service center of which Server Specialists etc. Bidder to submit the service center details as per format provided in Annexure VIII of the RFP along with the technical bid. (Self-Declaration to be submitted). (Documentary proof should be attached).	Request the bank to kindly change the clause to "The Bidder should set up its own service centers / authorized franchise / authorized service center in Odisha within 6 months once the RFP is awarded. Bidder to ensure that server certified professional are employed in these locations and should submit the details of service center such as address, number of engineers attached to the service center of which Server Specialists etc. Bidder to submit the service center details as per format provided in Annexure VIII of the RFP along with the technical bid. (Self-Declaration to be submitted). (Documentary proof should be attached).	The said clause has been removed. Amended: Refer Table # 1 ,point no. 4 and 8

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
42	SARVATRA TEVHNOLOGIES		General Query		Request the bank to specify whether or not a consortium is permitted for this RFP.	Consortium is not allowed.
43	INTEGRA	37	SCOPE OF THE PROJECT:	3. The Successful Bidder will deploy all the banking applications on the Micro-ATMs/ Mobile Devices/ Kiosk without any extra cost to the Bank.	Which are all the client devices, as per the requirement? E.g. Linux or Android or Windows WEB.	Amended: Refer Table #1 point 11
44	INTEGRA	39	A. DETAILED SCOPE OF THE PROJECT:	7. Required software for the intermediary FI(App/Web/DB) servers i.e latest stable Operating system at DC & DR servers, to be provided/procured by Successful Bidder including all the licenses, softwares, SSL certificates (TLS ver 1.2 and above), ATS support, patch management of applications & servers provided.	Will the bank provide required rack space, power, connectivity ? Kindly clarify.	Amended: Refer Table #1 point 12
45	INTEGRA	39	A. DETAILED SCOPE OF THE PROJECT:	9. Successful Bidder Shall provide interface and establish connectivity between front end system and intermediate system and CBS.	Since, FIG will have the interface with CBS already, proposed FI Middleware may not be required to be interfaced with CBS again.	Existing clause remain unchanged.
47	INTEGRA	39	A. DETAILED SCOPE OF THE PROJECT:	10. Successful Bidder Shall own and operate entire infrastructure including the front end system, intermediary switching solution and card management system.	Please provide more clarity on card management requirements.	Amended: Refer Table #1 point 13
48	INTEGRA	39	A. DETAILED SCOPE OF THE PROJECT:	12. Successful Bidder is responsible for deploying qualified personnel as BC agent (BCA) with minimum academic qualification of Xth. Selected BCA should fulfil qualification criteria as per the guidelines of Ministry of Finance, IBA, RBI and Bank which may subject to change as per regulatory	Since, many of the potential agents are not certified, we request to provide minimum 3 months period for the agent to get themselves certified with IIBF, post engagement.	Amended: refer to Table #1 point #5.

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
				requirements. BC certification from IIBF is mandatory for every BCA before deployment/ on boarding.		
49	INTEGRA	42	B. TECHNICAL CAPABILITIES:	1. Proposed solution should have standard interface capabilities (standards like ISO, XML, web services etc.) from end to end encryption with SSL / TLS 1.2 and above (latest stable version). Solution should support AePS, IMPS, UPI, Account Based transactions, Debit Cards (only EMV chip card) and other services specified by the bank in RFP.	Please explain the requirement of UPI at BC points & suggested routing mechanism.	Amended- refer to Table #1 point # 6.
50	INTEGRA	44	C. RESPONSIBILITIES OF THE SUCCESSFULL BIDDER:	16. Successful Bidder should send SMSs to the deployed BC agents on monthly basis/ frequent intervals on the targets / any important messages conveyed by the bank without any cost to the bank.	Please confirm, weather bank's SMS Gateway has to be integrated towards SMS alert?	Clarification: The bidder shall provide their own gateway.
51	INTEGRA	45	E. INCIDENT MANAGEMENT:	1. Successful Bidder shall provide a help desk with adequate number of phone lines for online support of BC agents and also for the Bank customers. The toll free number should be printed on the transaction receipt.	Generally, customer grievances are handled by bank. And in FI space, PMJDY help desk handles it. Hence, request bank to amend the clause accordingly.	Clarification: No such point is mentioned in RFP for online support to Banks customers.
52	INTEGRA	46	F. SOFTWARE MANAGEMENT :	1. Successful bidder to host the FI gateway Server as intermediately server to connect to Bank server with specific standard prescribed by the regulators	Is FI Gateway is part of scope? Kindly clarify.	Clarification: Refer to clause 1.4 REQUIREMENTS & SCOPE OF WORK, page no. 14 of RFP

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
53	INTEGRA	46	F. SOFTWARE MANAGEMENT :	4. Banner should be displayed on MicroATM/ Tablet / Mobile Device on BC login. Bank will inform the message which should be displayed on screen on daily basis which includes daily targets, any important messages which are to be conveyed to BC agent in vernacular language.	We assume that, bank will provide the required banners like other banks to maintain uniformity and adherence.	Clarification: The banner design/message shall be provided by bank.
55	INTEGRA	47	G. CENTRALISED MONITORING ,RECONCILIATION,SETTLEMENT AND DISPUTE MANAGEMENT:	3. The Successful Bidder to provide file for reconciliation on daily basis or as and when required by Bank's Reconciliation team.	We shall provide all required files for recon, to the extent of data captured and stored. However, recovery if any from customers will be the responsibility of the bank through its existing recovery mechanism. Kindly confirm.	The clause in RFP remains unchanged.
56	INTEGRA	47	G. CENTRALISED MONITORING ,RECONCILIATION,SETTLEMENT AND DISPUTE MANAGEMENT:	4. Successful Bidder to put in place and ensure reconciliation files are sent on daily basis. Any disputed/ unsettled transaction should be cleared/ settled within 7 days from the date of complaint in coordination with bank reconciliation team. Any disputes and penalties if any, levied by NPCI/ UIDAI/RBI will be recovered from the Successful Bidder.	In case of late settlement of due to failure of other systems, we shall not hold the responsibility. Hence, amend the clause accordingly.	Clarification: Refer Clause 6 of Page 28 and clause 17 of Page 94
57	INTEGRA	47	G. CENTRALISED MONITORING ,RECONCILIATION,SETTLEMENT AND DISPUTE MANAGEMENT:	5. Successful Bidder should provide Ledger / transaction details to reconciliation department as and when requested.	We shall only provide all required files for recon, to the extent of data captured and stored. In case of any specific requirement, bank shall indent us during the implementation phase itself.	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
58	INTEGRA	48	I. BASIC FUNCTIONS OF THE APPLICATION:	1. The proposed FI solution/application must be capable of extending following products & services. Also these products /applications/solutions should be made available to field BCs in their MicroATMs (PoS)/ Tablets/ Mobile:	we assume, the existing FIG has all the functionalities. And we shall make use those services for further processing. Kindly confirm.	Clarification: In this RFP the bidder shall provide FIG, FI Technology and BC management.
59	INTEGRA	50	I. BASIC FUNCTIONS OF THE APPLICATION:	2. The Bank may intend to provide any other special products and/or services which the Bank/RBI/DFS/IBA or any other regulators may conceive at any later date without any additional cost to the Bank and the BC and/or his Business Agent (BA) should be adequately equipped to undertake such services within 30 days of notice. The required training shall be arranged by the corporate BC to the BCAs.	Since, the futuristic requirements are not known as of now, we request bank to remove this clause. As the level of effort / customizations are dependent on the requirement. Kindly consider.	The clause in RFP remains unchanged
60	INTEGRA	50	I. BASIC FUNCTIONS OF THE APPLICATION:	3. Voice guidance in all local languages and charge Slip in bilingual (paper trial)should be provided for transactions to enable the Customers to follow the transactions.	Bilingual shall be made available only for static data that gets printed, not the dynamic data. As the dynamic data like customer name, etc., are printed as received from CBS / any other system of bank.	Amended: Refer to Table # 1 Point 7
62	INTEGRA	53	M. RESIDENT PERSONNEL FOR MIGRATION:	Successful Bidder (SB) shall deploy support team including Team Leader at bank's Head office for the complete duration of the project.	Kindly clarify the number of onsite support resource requirements, as the same is contradicting in many clauses of the RFP.	Amended: Refer Table#1, point 15.

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
63	INTEGRA	53	L. CASH OPERATIONS BY THE BUSINESS CORRESPONDENT (BC/BCA):	8. Successful Bidder to balance/tally the cash balance in the MicroATM/ Tablet/Mobile device with bank CBS account on daily basis and submit weekly certificate to the bank.	Any discrepancies of FIG or bank's side shall be the responsibility of the bank. Kindly confirm.	Amended: Refer Table #1, point 16.
64	INTEGRA	57	ANNEXURE II C-SUBMISSION OF DOCUMENTS AS BIDDERS QUALIFICATION CRITERA	9. Bidder should have own switch services for FI gateway hosted in 2 data centers within India as DC DR Model.	We would like to inform you that, we have our own switch services for FI-Gateway hosted in DC & DR centers in India. Further, we assume that, DC & DR referred is of bank's centers. Kindly clarify.	Clarification: Bidder shall provide reference of such installation in any of their client or for own switch
65	ISERVEU	12	8	The Bidder should have supplied, installed and commissioned FIG Hardware in on Premises / virtualised environment in at least one scheduled commercial banks(SCB) in India in the last Five (5) years as on date of RFP. Bidder should submit self-declaration along with proof of document such as purchase order and installation certificate with virtualised environment commissioned /completion certificate/confirmation from clients as per Annexure VII of this RFP. (Documentary proof should be attached).	Request bank to amend the clause as below: The Bidder should have supplied, installed and commissioned FIG Hardware in on Premises / virtualised environment in at least one scheduled commercial banks(SCB) in India in the last Three (3) years as on date of RFP. Bidder should submit self-declaration along with proof of document such as purchase order and installation certificate with virtualised environment commissioned /completion certificate/confirmation from clients as per Annexure	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					VII of this RFP. (Documentary proof should be attached).	
66	ISERVEU	14	1.4	Successful bidders shall be engaged as Corporate Business Correspondents with capability of managing minimum 780 BCs at 780 sub-service areas along with FI technology Gateway	Request bank to provide estimated number of BCs and locations in next five years	Clarification: Projection not available as on date.
67	ISERVEU	15	2. One time cost of Hardware supplied	1. 80% of the onetime cost of Hardware and software supplied will be released on delivery of the respective hardware and licenses in full at the ordered locations.	Since the procurement of hardware will include huge capex, we would request bank to keep the provision of 50% advance for hardware cost	The clause in RFP remains unchanged
68	ISERVEU	21	1.1	NO OUTSOURCING / SUB-CONTRACTING BY VENDOR	Please clarify whether Outsourcing/Subcontracting is allowed or not?	No outsourcing or subcontracting
69	ISERVEU		General	General	Request bank to provide expected project delivery timelines	Amended: Refer to Table # 5 Point 3
70	ISERVEU	32	2.31 Right to Audit	Bank has the right to audit the application or the application development process and control by the bank team or by engaging any third party entity in compliance with bank's security policy not limiting to VAPT alone. The successful bidder shall comply to all audit required by/for AUA/KUA/Govt. agencies	Request Bank to provide at least 15 days advance notice for any audit to be conducted to be prepared for audit. We assume that all the cost related to audit will be borne by the Bank only.	The clause in RFP remains unchanged.
71	ISERVEU	33	2.34 Exit Clause	Delay in delivery beyond the specified period.	Request bank to clarify delivery timeline	Amended: Refer to Table # 5 Point 3
72	ISERVEU	33	2.34 Exit Clause	Delay in completing implementation/customization and	Request bank to provide completion timeline	Amended: Refer to Table # 5 Point 3

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
				acceptance tests/ checks beyond the specified periods		
73	ISERVEU	33	2.34 Exit Clause	Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods	We understand that there could be several reasons and factors for delay in project completion and hence any decision regarding cancellation of project should be discussed between both the parties and mutually agreed. Request bank to confirm	The clause in RFP remains unchanged.
74	ISERVEU	34	2.36 RESPONSIBILITY FOR FAULT FREE OPERATION	Uptime percentage	Request bank to keep it up to 99.5%	The clause in RFP remains unchanged
75	ISERVEU	37	ANNEXURE I- SCOPE OF WORK	1. All services are to be online/ real-time using Micro-ATMs (PoS)/ Tablets/ Laptop/Mobile Devices.	Request bank to confirm whether all the mentioned different types of devices to be provided for services or any of them will suffice the requirement	Amended: Refer Table #1point 11
76	ISERVEU	37	ANNEXURE I- SCOPE OF WORK	3. The Successful Bidder will deploy all the banking applications on the Micro-ATMs/ Mobile Devices/ Kiosk without any extra cost to the Bank.	Request bank to confirm scope for banking application integration for frontend device e.g. Micro-ATM or Mobile Device or Kiosk. Which device to be considered for application integration	Amended: Refer Table #1point 11

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
77	ISERVEU	37	ANNEXURE I- SCOPE OF WORK	4. Successful Bidder has to deploy BC agents who are expected to operate from different locations/SSAs . The number of locations district wise at present managed by the bank is enclosed as Annexure XII.	Can we deploy BC agents through our CSP or channel partners?	Consortium is not allowed.
78	ISERVEU	37	ANNEXURE I- SCOPE OF WORK	6. Bank may require additional BC agents at locations as per the road map given by RBI/ DFS/SLBC/ State Governments . The Successful Bidder is required to deploy BC agents on same terms and conditions at those locations	We assume that the bank will give 15 days of advance notice for any change in BC agent or location. Please confirm	Amended: Refer Table #1 point 9
79	ISERVEU	37	ANNEXURE I- SCOPE OF WORK	7. The Bank reserves the right to add/modify/delete any locations from the existing locations as per the requirement from time to time.	We assume that the bank will give 15 days of advance notice for any change in BC agent or location. Please confirm	Amended: Refer Table #1 point 17
80	ISERVEU	37	ANNEXURE I- SCOPE OF WORK	8. While selecting the place for banking outlet, care should be taken that it is easily accessible to all and preferably be a place like Gram Panchayat office or such other public location / rented premises and Bank reserves its discretion to suggest changes. BC agent should operate as decided by the bank from time to time without any additional cost to the Bank such as rent, conveyance etc.,	We request bank to consider it as sole desertion of bidder to select the place and intimate bank for prior approval	The clause in RFP remains unchanged
81	ISERVEU	38	A. DETAILED SCOPE OF THE PROJECT:	2. The technical declination of transaction shall not cross 1% of total transaction volume at any point of time. This is not applicable for Daily Deposit Transactions.	Request bank to keep it up to 5% considering several other factors for technical declines	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
82	ISERVEU	39	A. DETAILED SCOPE OF THE PROJECT:	8. Successful Bidder shall provide services of an intermediate system that is owned and maintained and managed by the bidder that is handling transaction in online/offline modes from a large no of devices deployed in this project.	Request bank to clarify scope for offline transactions	Clarification: Refer to RBI circular vide RBI/2021-22/146 CO.DPSS.POLC.No.S1264/02-14-003/2021-2022 Dt 03.01.2022
83	ISERVEU	39	A. DETAILED SCOPE OF THE PROJECT:	9. Successful Bidder Shall provide interface and establish connectivity between front end system and intermediate system and CBS.	We assume that all the network connectivity (Lease line/MPLS) between DC/DR, vendor's RD Management server, NPCI, UIDAI etc. will be provided and managed by bank only. Please confirm	Amendment: Refer Table #1 point 12
84	ISERVEU		General	General	In no network area/location, we assume that bank will arrange connectivity on it's own cost. Please confirm	Clarification: Refer to ANNEXURE I- SCOPE OF WORK
85	ISERVEU	39	A. DETAILED SCOPE OF THE PROJECT:	13. Document verification by the CBC & Police Verification should be mandatorily done before placing the request for approval of the BCA/ Bank Mitra.	We assume that all the cost related to police verification will be borne by the bank	The clause in RFP remains unchanged
86	ISERVEU	40	A. DETAILED SCOPE OF THE PROJECT:	17. An online BC registry have to be maintained with complete KYC details of the agent along with his area of operations, product offering, performance, salary details, leave details etc. Area Manager, Regional level coordinator will report to Banks Team for Management of BCs.	Given requirement is similar to HRMS system which is out of FI scope. Request bank to allow bidders to charge this cost to bank separately.	The clause in RFP remains unchanged
87	ISERVEU	44	22	Successful Bidder should provide valid ID cards/ uniforms/customer service board with Bank logo in all locations	is it compulsory to provide uniform and ID card since it will add extra cost to CBC?	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
88	ISERVEU		General	Submission Date	Considering the scope of the RFP and time involved in preparing the Bid, we would request bank to extend the submission timeline for at least 15 days	Amended: Please refer to Table # 2
89	MAXIMUSINF OWARE	12	1.3 (5)	The Bidder should have been working as Financial Inclusion end to end technology solution provider in at least one scheduled commercial Banks in India for at least 3 years as on date of RFP. (Documentary proof should be attached). Bidder should submit the certificate as per Annexure IV of the RFP along with proof of Document such as purchase order /certificate from clients.	Can this criteria be waived for us being a MSME to increase participation in the tender?	The clause in RFP remains unchanged
90	MAXIMUSINF OWARE	12	1.3 (6)	The Bidder should have been working as Corporate Business correspondent in at least one scheduled commercial Banks in India for at least 3 years as on date of RFP. (Documentary proof should be attached). Bidder should submit the certificate as per Annexure IV of the RFP along with proof of Document such as purchase order /certificate from clients.	Can this criteria be relaxed to 1 year for us being a MSME	The clause in RFP remains unchanged
91	MAXIMUSINF OWARE	12	1.3 (7)	Bidders should have at least 300 Business Correspondent Agents (BCA) working with at least one scheduled commercial banks (SCB) as on date of RFP with satisfactory performance. Bidder should submit the certificate as per Annexure V of the RFP along with	We being a technology service provider Can the criteria of providing BCs be waived for us being MSME	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
				proof of Document such as purchase order /certificate from clients.		
92	MAXIMUSINF OWARE	12	1.3 (8)	The Bidder should have supplied, installed and commissioned FIG Hardware in on Premises / virtualised environment in at least one scheduled commercial banks(SCB) in India in the last Five (5) years as on date of RFP. Bidder should submit self-declaration along with proof of document such as purchase order and installation certificate with virtualised environment commissioned /completion certificate/confirmation from clients as per Annexure VII of this RFP. (Documentary proof should be attached).	Can an experience with Regional Rural bank and District co-op bank be considered instead of Scheduled commercial bank?	The clause in RFP remains unchanged
93	MAXIMUSINF OWARE	13	1.3 (12)	The Bidder has its own service centers / authorized franchise / authorized service center in the state of Odisha. Bidder to submit the service center details as per format provided in Annexure VIII of the RFP along with the technical bid. (Self-Declaration to be submitted). (Documentary proof should be attached).	Can this criteria be relaxed to a service centre in India for us as we have a support centre in Thane (Mumbai)?	Amended: Refer Table #1 ,point no. 4 and 8
94	MAXIMUSINF OWARE	14	1.4	Successful bidders shall be engaged as Corporate Business Correspondents with capability of managing minimum 780 BCs at 780 sub-service areas along with FI technology Gateway i.e., End to End solution for FI (Deployment of Software, Hardware & Field BC Agents) exclusively for the Bank.	Can the criteria of field agent be waived for us being a technology service provider?	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
95	MAXIMUSINF OWARE	22	2.1.2	1) Demand draft for Rs. 5,900/- (Rupees Eleven Thousand Eight Hundred Only – non-refundable) towards cost of documents in favour of “Odisha Gramya Bank” payable at Bhubaneswar. 2) EMD in form of Bank Guarantee towards bid security.	Can the tender fee of 5900 and EMD be waived for us being a MSME?	The clause in RFP remains unchanged
96	MAXIMUSINF OWARE	21	1.1	The selected Vendor will undertake to provide the Contact cum call center services required in this RFP to the Bank and will not outsource or subcontract any or all of the services being offered to Bank to any company or to a company fully / partly owned by the Vendor, except with the written consent of the Bank. However, any payment to such subcontract/outsourcing is to be paid by the Bidder and the Bank will not pay any amount other than the fixed amount quoted for that particular assignment.	We being a technology service provider Can the scope be narrowed down to supply of technology in the form of FI Gateway	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
97	KIYA	0			<p>Following clause is missing. Please include:</p> <p>Intellectual Property Rights</p> <p>a. the Licensor hereby confirms that:</p> <p>i. to the best of Licensor's knowledge, the Software Solution does not infringe upon any intellectual property of any third party.</p> <p>ii. All Intellectual Proprietary Rights in Software Solution, Updates, Confidential Information and Trademarks belong to Licensor and have been duly procured by Licensor from authorised sources.</p> <p>b. the Licensee hereby states that;</p> <p>i. The Licensee hereby expressly disclaims any and all Intellectual Proprietary Rights in the Software Solution.</p> <p>ii. The Licensee shall promptly notify the Licensor of any unauthorized third-party duplication, distribution or use of</p>	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					<p>Software Solution which comes to attention of Licensee and shall provide the Licensor with whatever reasonable assistance as necessary to (i) stop such activities and (ii) recover and / or destroy such unauthorized copies.</p> <p>iii. The Licensee shall not attempt to register any of Trademarks, company names or trade names or any logo used or associated with Software Solution nor shall the Licensee attempt to develop or in any way develop any products, which is similar to any portion of Software Solution.</p> <p>iv. All Intellectual Property Rights in respect of Software Solution delivered to Licensee under this Contract and subsequent support and services including but not limited to product fixes, modifications or enhancements that are either release generally (such as commercial product service packs) or that are provided to</p>	

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					Licensee when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) shall belong exclusively to Licensor.	

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
98	KIYA				<p>Following clause Liability clause covers all the aspect of the solution related liability. Please replace RFP clause with this clause:</p> <p>Limitation of Liability</p> <p>Licensor's liability under this contract is limited to the amount of fees considerations received by it reduced by the associated costs, till such time as the Software Solution is under warranty from Licensor. After expiry of warranty and provided the Client has entered into an Annual Maintenance Contract (AMC) for maintenance and support of the Software Solution, such liability will be limited to the amount of AMC fees paid to Licensor during the calendar year of such claim. Under no circumstances shall the liability of Licensor regardless of the nature of claim whether in contract, tort, strict liability or any other theory of liability, exceed the amount mentioned above.</p>	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					<p>The aforesaid limitation does not apply to any liability of the Licensor towards violation of third party Copyrights / Intellectual Property Rights as well as any acts of gross negligence, misconduct or fraud on the part of the Licensor or its representatives causing direct loss to the Bank causing malfunctioning or non-functioning of the Software and where such claims are subjected to and decided by the court of law.</p> <p>The Licensor shall not be liable for any special, indirect, incidental or consequential damages of any kind including but not limited to loss of use, data, profit, income, business, anticipated savings, reputation, and more generally, any loss of an economic or financial nature, which may be deemed as consequential incident of the claim.</p> <p>The foregoing states and constitutes the entire</p>	

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					obligations and liabilities of Licensor to Licensee.	

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
99	KIYA	12	Eligibility Criteria - Point 5	The Bidder should have been working as Financial Inclusion end to end technology solution provider in at least one scheduled commercial Banks in India for at least 3 years as on date of RFP. (Documentary proof should be attached). Bidder should submit the certificate as per Annexure IV of the RFP along with proof of Document such as purchase order /certificate from clients.	Requesting bank to consider : The Bidder should have been working as Financial Inclusion end to end technology solution provider in at least one scheduled commercial Bank/Cooperative Bank in India for at least 3 years as on date of RFP. (Documentary proof should be attached).	The clause in RFP remains unchanged
100	KIYA	12	Eligibility Criteria - Point 6	The Bidder should have been working as Corporate Business correspondent in at least one scheduled commercial Banks in India for at least 3 years as on date of RFP. (Documentary proof should be attached). Bidder should submit the certificate as per Annexure IV of the RFP along with proof of Document such as purchase order /certificate from clients.	Requesting bank to remove this clause.	The clause in RFP remains unchanged
101	KIYA	12	Eligibility Criteria - Point 7	Bidders should have at least 300 Business Correspondent Agents (BCA) working with at least one scheduled commercial banks (SCB) as on date of RFP with satisfactory performance. Bidder should submit the certificate as per Annexure V of the RFP along with proof of Document such as purchase order /certificate from clients.	We have given FI solution to cooperative banks and more than 130 BCs are using our solution. Requesting bank to consider our experience.	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
102	KIYA	12	Eligibility Criteria - Point 8	The Bidder should have supplied, installed and commissioned FI Hardware in on Premises / virtualised environment in at least one scheduled commercial banks(SCB) in India in the last Five (5) years as on date of RFP. Bidder should submit self-declaration along with proof of document such as purchase order and installation certificate with virtualised environment commissioned /completion certificate/confirmation from clients as per Annexure VII of this RFP. (Documentary proof should be attached).	We have given FI solution to cooperative banks and more than 130 BCs are using our solution. Requesting bank to consider our experience.	The clause in RFP remains unchanged
103	KIYA	13	Eligibility Criteria - Point 9	Bidder should have own switch services for FI gateway hosted in 2 data centers within India as DC DR Model. Bidder should have provided FI gateway solution as "switch as a service" in any one scheduled commercial banks(SCB) in India with at least 300 BC terminals. Bidder to submit the details as per format provided in Annexure VII of the RFP along with the technical bid. (Self-Declaration to be submitted). (Documentary proof should be attached).	Requesting bank to consider : Bidder should have own switch services for FI gateway hosted in 2 data centers within India as DC DR Model. Bidder should have provided FI gateway solution as "switch as a service" in any one scheduled commercial banks(SCB)/cooperative bank in India.	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
104	KIYA	13	Eligibility Criteria - Point 10	The Bidder should have supplied, installed and commissioned FIP Hardware in on Premises / virtualised environment in at least one scheduled commercial banks(SCB) in India in the last Five (5) years as on date of RFP. Bidder should submit self-declaration along with proof of document such as purchase order and installation certificate with virtualised environment commissioned /completion certificate/confirmation from clients as per Annexure VII of this RFP. (Documentary proof should be attached).	Requesting bank to consider : The Bidder should have supplied, installed and commissioned FIP Hardware in on Premises / virtualised environment in at least one scheduled commercial banks(SCB)/Cooperative bank in India in the last Five (5) years as on date of RFP. Bidder should submit self-declaration along with proof of document such as purchase order and installation certificate with virtualised environment commissioned /completion certificate/confirmation from clients as per Annexure VII of this RFP. (Documentary proof should be attached).	The clause in RFP remains unchanged
105	KIYA	13	Eligibility Criteria - Point 12	The Bidder has its own service centers / authorized franchise / authorized service center in the state of Odisha. Bidder to submit the service center details as per format provided in Annexure VIII of the RFP along with the technical bid. (Self-Declaration to be submitted). (Documentary proof should be attached).	Request you to kindly consider: Bidder to submit self declaration that bidder will provide support in the state of Odisha.	Amended- Refer to Table #1 point 4 and 8.

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
106	KIYA	40	24		Customizations mentioned would be of FI project or may include any other operations as well?	Clarification: Refer to clause 24 of RFP
107	KIYA	44	23		What would be the type of target specified in this point	Clarification: Targets includes Social security schemes like PMJDY, APY, PMSBY, PMJJBY of Govt. The above list is not exhaustive.
108	KIYA	45	Pt. E INCIDENT MANAGEMENT		Support will be in local language (Odiya) only or can be provided in English, Hindi	Amended: Refer to Table #1 point #14.
109	KIYA	46	Pt. 4	"Banner should be displayed on MicroATM/ Tablet / Mobile Device on BC login."	This should be in local language (Odiya) only or can be provided in English	Clarification: The banner design/message shall be provided by bank.
110	KIYA	19	Technical Evaluation point 4	Experience as CBC in in SCB (Scheduled Commercial Banks)	Requesting Bank to consider: Experience of bidder's solution using by BCs in Scheduled Commercial Banks/Cooperative banks >5 to 7 years - 20 marks 3 to 5 years - 15 marks less than 3 years - 10 marks	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
111	KIYA	19	Technical Evaluation point 5	Total number of BCAs working in SCB (Scheduled Commercial Banks)	Requesting bank to consider: Total no. of BCAs using bidders solution in Scheduled Commercial Banks/Cooperative banks More than 200 -15 marks 100-200 - 10 marks less than 100 -5 marks	The clause in RFP remains unchanged
112	KIYA	19	Technical Evaluation point 6	Number of Banks experience as CBC in SCB (Scheduled Commercial Banks)	Requesting bank to consider: Number of Banks experience as CBC in SCB/Cooperative banks >2 banks -10 marks 2 or less than 2 banks - 7 marks	The clause in RFP remains unchanged
113	KIYA	19	Technical Evaluation point 7	TSP (Technology Service Provider) working as CBC in Same Bank	Requesting bank to consider: 2 Banks to 4 Banks - 20 marks less than 2 banks - 15 marks	Amended: Please refer to Table # 3

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
114	MANIPAL GROUP	12	5	The Bidder should have been working as Financial Inclusion end to end technology solution provider in at least one scheduled commercial Banks in India for at least 3 years as on date of RFP. (Documentary proof should be attached). Bidder should submit the certificate as per Annexure IV of the RFP along with proof of Document such as purchase order /certificate from clients.	We request Bank to modify the clause as, Bidder should submit the certificate as per Annexure IV of the RFP along with proof of Document such as purchase order / Agreement /certificate from clients.	The clause in RFP remains unchanged
115	MANIPAL GROUP	12	6	Bidder should submit the certificate as per Annexure IV of the RFP along with proof of Document such as purchase order /certificate from clients.	We request Bank to modify the clause as, Bidder should submit the certificate as per Annexure IV of the RFP along with proof of Document such as purchase order / Agreement /certificate from clients.	The clause in RFP remains unchanged
116	MANIPAL GROUP	12	7	Bidders should have at least 300 Business Correspondent Agents (BCA) working with at least one scheduled commercial banks (SCB) as on date of RFP with satisfactory performance. Bidder should submit the certificate as per Annexure V of the RFP along with proof of Document such as purchase order /certificate from clients.	We request Bank to modify the clause as, Bidder should submit the certificate as per Annexure IV of the RFP along with proof of Document such as purchase order / Agreement /certificate from clients.	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
117	MANIPAL GROUP	4	General	ANNEXURE IV-CERTIFICATE OF EXPERIENCE ANNEXURE V-CERTIFICATE FROM CLIENT	As we can see both these annexures are capturing the same details, we request bank to onfirm, whether two separate annexures are required to be submitted or single annexure would suffice.	Clarification: Annexure IV is for experience in terms of years. Refer to page 58 of RFP. Annexure V is for bidders to have minimum 300 BCAs. Refer to page 58 of RFP.
118	MANIPAL GROUP	12	8	The Bidder should have supplied, installed and commissioned FIG Hardware in on Premises / virtualised environment in at least one scheduled commercial banks(SCB) in India in the last Five (5) years as on date of RFP. Bidder should submit self-declaration along with proof of document such as purchase order and installation certificate with virtualised environment commissioned /completion certificate/confirmation from clients as per Annexure VII of this RFP.	We request bank to relax this clause as, The Bidder should have supplied, installed and commissioned FIG Hardware in on Premises / virtualised environment in at least one scheduled commercial banks(SCB) in India in the last Three (3) years as on date of RFP.	The clause in RFP remains unchanged
119	MANIPAL GROUP	13	10	The Bidder should have supplied, installed and commissioned FIP Hardware in on Premises / virtualised environment in at least one scheduled commercial banks(SCB) in India in the last Five (5) years as on date of RFP. Bidder should submit self-declaration along with proof of document such as purchase order and installation certificate with virtualised environment commissioned /completion certificate/confirmation from clients as per Annexure VII of this RFP.	We request bank to relax this clause as, The Bidder should have supplied, installed and commissioned FIP Hardware in on Premises / virtualised environment in at least one scheduled commercial banks(SCB) in India in the last Three (3) years as on date of RFP.	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
120	MANIPAL GROUP	19	6	Number of Banks experience as CBC in SCB (Scheduled Commercial Banks) >4 Banks 10 Marks > 2 to 4 Banks 7 Marks 1 Bank 5 Marks	We request Bank to modify the below clause as, > 3 Banks 10 Marks > 2 to 3 Banks 7 Marks 1 Bank 5 Marks	The clause in RFP remains unchanged
121	MANIPAL GROUP	General	General	Last Date and Time for submission of bids along with supporting documents through the above e-tendering portal 25th November 2022 on or before 15:00 hours	We request Bank to extend the bid submission date from 25th November to at least 2 working weeks from the current bid submission date	Amended: Please refer to Table # 2
122	IRIX	12	1.3(4 point)	1.3. BIDDER'S QUALIFICATION CRITERIA: The bidder should be an ISO 9001/27001 certified company with valid certificate as on date of RFP.	Kindly clarify that the certification is under processing by the respective boards, still could we consider this under the evaluation marks.	The clause in RFP remains unchanged
123	IRIX	52	ANNEXURE-I	K. FI SERVER, 13. Network configuration will be under scope of Bank.	Kindly clarify that Leased line connection between DC and DR also under scope of bank or Bidder	Clarification: Refer to Table #1 point 12
124	IRIX	63	ANNEXURE-III (4 point)	BCAs will get at least 80% of the commission earned and shall be reimbursed to BCAs on monthly basis based. (This excludes the cost quoted in Table II).	Kindly reconsider the commission earned to BCAs 70-30 ratio as due to cost effective wise.	The clause in RFP remains unchanged
125	IRIX	69	ANNEXURE-VIII	DETAILS OF SUPPORT INFRASTRUCTURE AVAILABLE WITH BIDDER IN ODISHA	Kindly clarify that once selected as a Successful bidder, will build the fully functional infrastructure at Odisha.	Amended- refer to Table #1 point 4 and 8

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
126	GRAMTARAN G	12	1.3 - Point 2	The bidder has registered an average turnover of ₹ 20 Crores	Clarification on both clauses	Amended- Refer to Table #3
127	GRAMTARAN G	18	1.9.1 - Point 1	The bidder has registered an average turnover of ₹ 20 Crores	Company having <20 Cr. Average Turnover is eligible to submit BID	Amended- Refer to Table #3
128	FINO BANK	87	16.2	If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.	In case of consortium, who has has to meet eligibility criteria as Annexure IIC; principal bidder or both?. As per our understanding, if a CBC & a TSP wants to bid for this RFP in consortium then CBC should qualify for field & related stuff whereas all technical aspect like FIG, application related eligibility should get covered by Technology Service Provider so that all eligibility criteria mentioned in Annexure IIC of this RFP should get covered in total by both consortium partner. Please confirm	Consortium is not allowed. The said clause is part standard integrity pact as per CVC.
129	FINO BANK	12	6	The Bidder should have been working as Corporate Business correspondent in at least one scheduled commercial Banks in India for at least 3 years as on date of RFP.	Bidders working as Corporate BC in at least one bank (Payments Bank/Small Finance Bank) should be allowed. Only scheduled Bank should not be eligibility criteria as RBI has given license to non-scheduled bank as well. Request to	Consortium is not allowed. The said clause is part standard integrity pact as per CVC.

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					accommodate the same. If any company is providing CBC services	
130	FINO BANK	12	8	The Bidder should have supplied, installed and commissioned FIG Hardware in on Premises / virtualised environment in at least one scheduled commercial banks(SCB) in India in the last Five (5) years as on date of RFP.	If Bidder has supplied, installed & commissioned FIG in on premises/virtualised environment in any bank in India in last two years should be eligible to participate in this RFP as RBI has ONLY given license to non-scheduled bank as well. Considering COVID pandemic for 2 years globally and Digital & startup India movement, many technology initiatives has been taken into in last 2 years. We should consider this & accordingly give fair chance to all technology service provider. Request to accommodate technology service providers who has provided FIG hardware to any bank in India in last two year.	The clause in RFP remains unchanged
131	FINO BANK	13	9	Bidder should have own switch services for FI gateway hosted in 2 data centers within India as DC DR Model. Bidder should have provided FI gateway solution as "switch as a service" in any	Bidder who has provided FI gateway in any bank in India should be allowed, not only scheduled commercial	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
				one scheduled commercial banks(SCB) in India with at least 300 BC terminals.	bank. Please accommodate.	
132	FINO BANK	13	10	The Bidder should have supplied, installed and commissioned FIP Hardware in on Premises / virtualised environment in at least one scheduled commercial banks(SCB) in India in the last Five (5) years as on date of RFP.	Bidder who has provided FIP Hardware in any bank in India in last 2 years should be allowed, not only scheduled commercial bank. Please accommodate.	The clause in RFP remains unchanged
133	FINO BANK	63	Annexur III A	LIST OF OTHER SERVICES AVAILABLE AND THE REMUNERATION TO BE PAID	As per this annexure there is no commission mentioned against transaction i.e. if a customer withdraw/Deposit Rs. 10000/- at BC Point then how much commission will be given to BCA & CBC	Clarification: The transaction commission is part of Annexure III-Format for commercial bid of RFP.
134	TCS	14	1.4 REQUIREMENTS & SCOPE OF WORK:	Successful bidders shall be engaged as Corporate Business Correspondents with capability of managing minimum 780 BCs at 780 sub-service areas along with FI technology Gateway i.e., End to End solution for FI (Deployment of Software, Hardware & Field BC Agents) exclusively for the Bank. The Successful bidder shall also provide technology solution for Bank's Daily Deposit Agents (The Daily Deposit Agents management will be under scope of Bank). However, this location is subject to change as per the requirements of the Bank. The solution provided by the successful bidder shall be required to maintain and manage any change in	Successful bidders shall be engaged as Corporate Business Correspondents with capability of managing minimum 780 BCs at 780 sub-service areas along with FI technology Gateway i.e., End to End solution for FI (Deployment of Software, Hardware & Field BC Agents) exclusively for the Bank. The Successful bidder shall also provide technology solution for Bank's Daily Deposit Agents (The Daily Deposit Agents management will be under scope of Bank).	Amended: Please refer to Table # 1,point # 10

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
				<p>the locations during the contract period.</p> <p>Contract shall be for a period of five years from the date of entering into agreement and shall be renewed further for a period of two years.</p>	<p>However, this location is subject to change as per the requirements of the Bank. The solution provided by the successful bidder shall be required to maintain and manage any change in the locations during the contract period.</p> <p>Contract shall be for a period of five years from the date of entering into agreement and shall be renewed further for a period of two years <u>with mutual consent of both the parties on mutually agreed rates.</u></p>	
135	TCS	14	1.5 BANK GUARANTEE	<p>c. Bank reserves its right to invoke the Bank Guarantees (for delay in delivery or nondelivery/ performance) on the following grounds and as per terms and conditions stipulated in the Bank Guarantee:</p> <p>a) Delay in Implementation beyond stipulated schedule as per the scope of work mentioned in the RFP.</p> <p>b) Non Performance of the SLA terms and conditions</p>	<p>c. Bank reserves its right to invoke the Bank Guarantees (for delay in delivery or non delivery/ performance) on the following grounds and as per terms and conditions stipulated in the Bank Guarantee:</p> <p>a) Delay in Implementation beyond stipulated schedule as per the scope of work mentioned in the RFP.</p> <p>b) Non Performance of the SLA terms and conditions</p>	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					The Bank Guarantees will be forfeited provided the delay or non-performance is for reasons solely and directly attributable to the Bidder.	
136	TCS	14-16	1.6 PAYMENT TERMS:/1.7 (7)	4. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendor. Payment will be released by Financial Inclusion Department as per above payment terms on submission of mentioned supporting documents	4. Subject to the cost escalation provision agreed by the parties, increase in tax rates, introduction of new taxes, increase in scope due to change in scope of work for any reason, there shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendor. Payment will be released by Financial Inclusion Department as per above payment terms on submission of mentioned supporting documents. The payment shall be released by the Bank within 30 days of receipt of an invoice. All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					<p>the other rights available, Bidder also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by Bank and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement. The Bank shall dispute the invoice within 10 days of its receipt, else the invoice shall be deemed to have been accepted by the Bank.</p>	
137	TCS	21-26	1.10 NO OUTSOURCING / SUB-CONTRACTING BY VENDOR/ 2.19. ASSIGNMENT & SUBCONTRACTING	<p>The selected Vendor will undertake to provide the Contact cum call center services required in this RFP to the Bank and will not outsource or subcontract any or all of the services being offered to Bank to any company or to a company fully / partly owned by the Vendor, except with the written consent of the Bank. However, any payment to such subcontract/outsourcing is to be paid by the Bidder and the Bank will not pay any amount other than the fixed amount quoted for that particular assignment.</p>	<p>The selected Vendor will undertake to provide the Contact cum call center services required in this RFP to the Bank and will not outsource or subcontract any or all of the services being offered to Bank to any company or to a company fully / partly owned by the Vendor, except with the written consent of the Bank which consent shall not be unreasonably withheld by the Bank. However, any payment to such subcontract/outsourcing is to be paid by the Bidder and</p>	<p>The clause in RFP remains unchanged</p>

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					the Bank will not pay any amount other than the fixed amount quoted for that particular assignment.	
138	TCS	26	2.17. ACCEPTANCE OF CONTRACT	Within 7 days (exclusive of holidays) of receipt of the Purchase Order, the company shall sign, affix official stamp and date the duplicate copy / photo copy of the Purchase Order and Request for Proposal document along with its amendments and return it to the Bank as a token of having accepted the terms and conditions of the Contract.	Within 15 days (exclusive of holidays) of receipt of the Purchase Order, the company shall sign, affix official stamp and date the duplicate copy / photo copy of the Purchase Order. The agreement shall be mutually discussed and agreed by the Parties.	The clause in RFP remains unchanged
139	TCS	26	2.21 TERMINATION OF CONTRACT/92-93 OF SLA	<p>A. TERMINATION FOR DEFAULT The Bank, without prejudice to any other remedy for breach of Contract, shall give written notice of default to the Bidder with a cure period of 30 days. After 30 days if Bank is not satisfied with the response, may terminate the Contract in whole or in part:</p> <p>a) if the Bidder fails to deliver any or all of the solution within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Bank or</p> <p>b) if the Bidder fails to perform any other obligations(s) under the Contract.</p> <p>In the event of the Bank terminating the Contract in whole or in part,</p>	<p>A. TERMINATION FOR DEFAULT The Bank, without prejudice to any other remedy for breach of Contract, shall give written notice of default to the Bidder with a cure period of 30 days. After 30 days if Bank is not satisfied with the response, may terminate the Contract in whole or in part:</p> <p>a) if the Bidder fails to deliver any or all of the solution within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Bank provided the failure is for the reasons which are solely and entirely attributable to the</p>	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
				<p>pursuant to clause 1.5 & 1.6, the Bank may procure, upon such terms and in such manner, as it deems appropriate, solution and related services, similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services subject to a maximum of the order value. However, the Bidder shall continue performance of the Contract to the extent not terminated.</p> <p>B. TERMINATION FOR INSOLVENCY The Bank may at any time terminate the Contract by giving written notice with a cure period of 30 days to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. If the bank is not satisfied with the bidder's reply, bank may terminate the contract. Termination in this case will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.</p> <p>C. TERMINATION FOR CONVENIENCE The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for</p>	<p>Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure or</p> <p>b) if the Bidder fails to perform any other material obligations(s) under the Contract. provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure</p> <p>In the event of the Bank terminating the Contract in whole or in part, pursuant to clause 2.21 (a) and (b), the Bank may procure, upon such terms and in such manner, as it deems appropriate, solution and related services, similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services subject to 5% of the costs of undelivered goods or services, . however, the</p>	

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
				<p>the Services rendered (delivered) up to the effective date of termination. It is also clarified that the Vendor shall not be entitled to terminate the contract.</p>	<p>Bidder shall continue performance of the Contract to the extent not terminated.</p> <p>In the event of this agreement being terminated, the Bank shall be liable to make payments of all the amount due under this agreement for which services have been rendered by the Bidder to the Bank till the date of termination.</p> <p>Vendor shall also have the right to terminate the agreement if the Bank commits a breach of the terms and conditions of the agreement and, where such breach is curable, fails to cure the same within 30 days provided for curing such breach.</p> <p>B. TERMINATION FOR INSOLVENCY Either Party may at any time terminate the Contract by giving written notice with a cure period of 30 days to the other Party, if the other Party becomes bankrupt or</p>	

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					<p>otherwise insolvent. Termination in this case will be without compensation to the Bidder, provided Bank shall be liable to make payment of the entire amount due under the contract for which services have been rendered by the Selected Bidder. Such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the terminating Party</p> <p>C. TERMINATION FOR CONVENIENCE The Bank, by written notice of not less than 180 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered up to the effective date of termination.</p>	

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
140	TCS	27-28/94	2.22. FORCE MAJEURE/Clause 17 of SLA	If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.	<p>If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event. In such a case the time for performance shall be extended by a period(s) not less than the duration of such delay.</p> <p>If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result</p>	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					of an event of Force Majeure. However, Bidder shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.	
141	TCS	28	2.24. LIMITATION OF LIABILITY:	The liability of bidder under the scope of this RFP is limited to the value of the relevant order.	<p>The liability of bidder under the scope of this RFP is limited to the value of the relevant order amount paid to Bidder by Bank in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose.</p> <p>Bidder shall not be liable for any indirect, consequential, special, punitive, exemplary or incidental losses, damages or claims including loss of profit, loss of goodwill, loss of reputation, loss of data, loss of business or revenue.</p> <p>Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this</p>	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					<p>Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the Bank or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank. Such failures or delays shall be brought to the notice of the Bank and subject to mutual agreement with the Bank, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice the</p>	

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					Bank for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.	
142	TCS	28	2.25. COMPLIANCE TO LABOUR ACT:	As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act.	As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act. In the event there is a change to the Central/State minimum wages act Customer will support Bidder with change request for additional cost incurred by Bidder for complying to new minimum wages.	The clause in RFP remains unchanged
143	TCS	30-31	2.29. OTHER TERMS AND CONDITIONS	a. The Bank shall have the right to withhold any payment due to the successful bidder in case of delays or defaults on the part of the successful bidder. Such withholding of payment shall not amount to a default on the part of the Bank. b. Successful bidder shall hold the Bank, its successors, Assignees and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that	a. The Bank shall have the right to withhold any payment (except for the payments for which services have already been rendered by the Bidder) due to the successful bidder in case of delays or defaults on the part of the successful bidder. Such withholding of payment shall not amount to a default on the part of the Bank.	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
				<p>may arise from whatsoever nature caused to the Bank through the action of its technical resources, employees, agents, contractors, subcontractors etc. However, the SB would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.</p> <p>e. The indemnification is only a remedy for the Bank. The successful bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court 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>i. SB shall not be entitled to any compensation for any loss suffered by it on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to it or in any subcontract connected therewith or delays in awarding contracts for other trades of the Project or in commencement or completion of such works or for any other reason</p>	<p>b. Successful bidder shall hold the Bank, its successors, Assignees and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its technical resources, employees, agents, contractors, subcontractors etc. However, the SB would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.</p> <p>e. The indemnification is only a remedy for the Bank. The successful bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or</p>	

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
				<p>whatsoever and the Bank shall not be liable for any claim in respect thereof</p> <p>l. SB shall indemnify the Bank from all the acts & deeds on account of negligence by his employees, agencies, representatives or any person acting on his behalf.</p> <p>m. SB shall take all risk Insurance coverage for its employees, technical resources, representatives or any person acting on his behalf during the contract period to cover damages, accidents and death or whatever may be.</p> <p>n. SB should indemnify the Bank for Intellectual Property Rights (IPR) / copy right violation, confidentiality breach, etc., if any.</p>	<p>liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.</p> <p>i. SB shall not be entitled to any compensation for any loss suffered by it on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to it or in any subcontract connected therewith or delays in awarding contracts for other trades of the Project or in commencement or completion of such works or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof</p> <p>l. SB shall indemnify the Bank from all the acts & deeds on account of negligence by his employees, agencies, representatives or any person acting on his behalf.</p>	

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					<p>m. SB shall take all risk Insurance coverage for its employees, technical resources, representatives or any person acting on his behalf during the contract period to cover damages, accidents and death or whatever may be.</p> <p>n. SB should indemnify the Bank for Intellectual Property Rights (IPR) / copy right violation, confidentiality breach, etc., if any.</p> <p>Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Bidder's compliance with Purchaser's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Purchaser of the same); (ii) inclusion in a Deliverable of any content or other materials provided</p>	

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					<p>by Purchaser and the infringement relates to or arises from such Purchaser materials or provided material; (iii) modification of a Deliverable after delivery by Bidder to Purchaser if such modification was not made by or on behalf of the Bidder; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder ; or (v) use of a superseded release of some or all of the Deliverables or Purchaser's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or</p>	

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					<p>enhancements made available by the Bidder . In the event that Purchaser is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Purchaser under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option: (i) procure for Purchaser the right to continue using such Deliverable; (ii) modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the</p>	

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					<p>Bidder shall refund the Purchaser the fees effectively paid for that Deliverable by the Purchaser subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Purchaser in matters related to infringement of third party intellectual property rights. Purchaser shall not be entitled to seek any indemnification from the bidder unless Purchaser provides the bidder with (i) prompt written notice of any claim, demand or action for which Purchaser is seeking or may seek indemnification hereunder and gives the bidder the right to have sole control over the defense and settlement negotiations; (ii) does not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such claim; (iii) reasonably cooperate with</p>	

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					<p>the bidder in assisting the defense of the claim and in the negotiations or settlements of any such claim, demand or action by providing all assistance and information to perform the above obligations; and (iv) allow the bidder, at its own expense, exclusively defend such litigation, negotiations and settlements with counsel of its own choosing. The Purchaser warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.</p>	

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
144	TCS	31-32/93-94	2.30. RESOLUTION OF DISPUTES/16 OF SLA	The Bank and the successful bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter connected with the contract or in regard to the interpretation of the context thereof. If, after thirty (30) days from the commencement of informal negotiations, the Bank and the successful Bidder have not been able to resolve amicably a contract dispute, such differences and disputes shall be referred, at the option of either party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the Bank, one to be nominated by the successful bidder and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act 1996. Upon every or any such reference the cost of and incidental to the references and award shall be at the discretion of the arbitrator or arbitrators or Umpire appointed for the purpose, who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid.	The Bank and the successful bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter connected with the contract or in regard to the interpretation of the context thereof. If, after thirty (30) days from the commencement of informal negotiations, the Bank and the successful Bidder have not been able to resolve amicably a contract dispute, such differences and disputes shall be referred, at the option of either party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the Bank, one to be nominated by the successful bidder and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
				<p>Any dispute or difference whatsoever arising between the parties and of or relating to construction, operation or effect of this contract or the validity or the breach thereof, shall be settled by Arbitration in accordance with the Rules of Arbitration of the "SCOPE" and the award made in pursuance thereof shall be final and binding on the parties. Courts Bhubaneswar city shall alone have jurisdiction to the exclusion of all other courts, in respect of all differences and disputes envisaged above.</p>	<p>Arbitration and Conciliation Act 1996. Upon every or any such reference the cost of and incidental to the references and award shall be at the discretion of the arbitrator or arbitrators or Umpire appointed for the purpose, who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid.</p> <p>Courts Bhubaneswar city shall alone have jurisdiction to the exclusion of all other courts, in respect of all differences and disputes envisaged above.</p>	
145	TCS	32	2.31 RIGHT TO AUDIT:	<p>Bank has the right to audit the application or the application development process and control by the bank team or by engaging any third party entity in compliance with bank's security policy not limiting to VAPT alone. The successful bidder shall comply to all audit required by/for AUA/KUA/Govt. agencies</p>	<p>Bank has the right to audit the application or the application development process and control by the bank team or by engaging any third party entity in compliance with bank's security policy not limiting to VAPT alone. The successful bidder shall comply to all audit required by/for AUA/KUA/Govt. agencies</p> <p>The bank should provide a notice of at least 10 days before conducting any</p>	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					audit. The cost of the audit shall be borne by the Bank. The audit shall not be permitted if it interferes with Bidder's ability to perform the services in accordance with the service levels, unless the Bank relieves Bidder from meeting the applicable service levels. The auditor should not be the competitor of the Bidder and should sign the confidentiality agreement with the Bidder before conducting such audit.	
146	TCS	32-33	2.32 CORRUPT AND FRAUDULENT PRACTICES:	Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.	Removal of clause.	The clause in RFP remains unchanged
147	TCS	33	2.34 EXIT CLAUSE	<p>The Bank reserves the right to cancel the contract in the event of happening one or more of the following conditions:</p> <ol style="list-style-type: none"> 1. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee. 2. Delay in delivery beyond the specified period. 3. Delay in completing implementation/customization and 	<p>The Bank reserves the right to cancel the contract in the event of happening one or more of the following conditions:</p> <ol style="list-style-type: none"> 1. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee. 2. Delay in delivery beyond the 	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
				<p>acceptance tests/ checks beyond the specified periods;</p> <p>4. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution</p> <p>5. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder. Bank reserves right to exit at any time after giving notice period of 90 days during the contract period.</p>	<p>specified period provided the delay is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.</p> <p>3. Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods provided the delay is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure;</p> <p>4. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution</p> <p>5. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder. Bank reserves right to exit at any time after giving</p>	

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					notice period of 180 days during the contract period. In case if exit, Bidder shall be entitled to receive payment for the Services rendered up to the effective date of termination.	
148	TCS	34-36	2.36 RESPONSIBILITY FOR FAULT FREE OPERATION	<p>Vendor will have to guarantee a minimum uptime of 99.9% for the entire solution, calculated on a monthly basis. Application availability will be 99.9% on 24x7x365.</p> <p>Vendor to arrange for updation required in the system to meet all type of changes suggested by RBI / Govt. of India / towards compliance as part of ATS at no extra cost to Bank for the entire contract period. Any delay in meeting the timelines would result in penalty.</p>	<p>Vendor will have to guarantee a minimum uptime of 99.9% for the entire solution, calculated on a monthly basis. Application availability will be 99.9% on 24x7x365.</p> <p>The time lost due to any of the following reasons shall be taken into account while calculating the availability/uptime requirement: (a) Time lost due to power or environmental failures; (b) Time taken to recover the system because of power or environmental failures; (c) Time lost due to damage or malfunction in the system or any units thereof due to causes attributable to Bank such as attachment of additional devices, making alteration to the system, maintenance of the system, etc. without Bidder's consent and/ or failure to maintain</p>	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					<p>the site as required by the Bidder; (d) Time taken for scheduled maintenance/ troubleshooting either for preventive purposes or improvement in function or other purposes; (e) Time taken for reconfiguration or other planned downtime situations; (f) Scheduled shutdowns as required by Bank (Bidder may also request Bank for a shutdown for maintenance purpose, which request will not be denied unreasonably by Bank); (g) Time taken for booting the system (h) Time lost due to unavailability of links (i) Mis-handling of system by any person other than Bidder's authorized representatives.</p> <p>Vendor to arrange for updation required in the system to meet all type of changes suggested by RBI / Govt. of India / towards compliance as part of ATS at mutually agreed cost to Bank for the entire contract period. Any delay in meeting the mutually agreed</p>	

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					timelines would result in penalty.	
149	TCS	37-54	ANNEXURE I- SCOPE OF WORK	<p>A. DETAILED SCOPE OF THE PROJECT:</p> <p>29, 30, 31, 34</p> <p>C. RESPONSIBILITIES OF THE SUCCESSFUL BIDDER:</p> <p>23. Successful Bidder shall be responsible for achieving target specified by Bank/DFS/IBA/RBI/and any other regulators from time to time.</p> <p>D. TECHNICAL SPECIFICATIONS:</p> <p>4. The technological details indicated in the RFP are suggestive. The architecture should meet latest industry standards and best practices that minimize costs and risks to the Bank and need to be upgraded from time to time without any cost to Bank</p> <p>G. CENTRALISED MONITORING ,RECONCILIATION,SETTLEMENT AND DISPUTE MANAGEMENT:</p> <p>2. Successful Bidder should inform the bank instructions/camps/rules to BC agents through channels like email /</p>	<p>A. DETAILED SCOPE OF THE PROJECT:</p> <p>29, 30, 31, 34</p> <p>C. RESPONSIBILITIES OF THE SUCCESSFUL BIDDER:</p> <p>D. TECHNICAL SPECIFICATIONS:</p> <p>4. The technological details indicated in the RFP are suggestive. The architecture should meet latest industry standards and best practices that minimize costs and risks to the Bank and need to be upgraded from time to time at agreed cost to Bank</p> <p>G. CENTRALISED MONITORING ,RECONCILIATION,SETTLEMENT AND DISPUTE MANAGEMENT:</p>	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
				<p>calls/ SMS and no extra charges will be paid to corporate BC</p> <p>4. Successful Bidder to put in place and ensure reconciliation files are sent on daily basis. Any disputed/ unsettled transaction should be cleared/ settled within 7 days from the date of complaint in coordination with bank reconciliation team. Any disputes and penalties if any, levied by NPCI/ UIDAI/RBI will be recovered from the Successful Bidder</p> <p>1. BASIC FUNCTIONS OF THE APPLICATION:</p> <p>2. The Bank may intend to provide any other special products and/or services which the Bank/RBI/DFS/IBA or any other regulators may conceive at any later date without any additional cost to the Bank and the BC and/or his Business Agent (BA) should be adequately equipped to undertake such services within 30 days of notice. The required training shall be arranged by the corporate BC to the BCAs</p> <p>L. CASH OPERATIONS BY THE BUSINESS CORRESPONDENT (BC/BCA):</p> <p>6. Corporate BC shall indemnify the Bank against all losses / cash balances</p>	<p>2. Successful Bidder should inform the bank instructions/camps/rules to BC agents through channels provided by bank like email / calls/ SMS and no extra charges will be paid to corporate BC</p> <p>4. Successful Bidder to put in place and ensure reconciliation files are sent on daily basis. Any disputed/ unsettled transaction should be cleared/ settled within 7 days from the date of complaint in coordination with bank reconciliation team.</p> <p>1. BASIC FUNCTIONS OF THE APPLICATION:</p> <p>2. The Bank may intend to provide any other special products and/or services which the Bank/RBI/DFS/IBA or any other regulators may conceive at any later date any additional mutually agreed cost to the Bank and the BC and/or his Business Agent (BA) should be adequately equipped to undertake such services</p>	

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
				held or handled by the BC, their representatives or other intermediaries appointed by the BC including misconduct, negligence, frauds or any loss caused to the bank on the part of the BC's personnel / employees and their agents / sub-agents. Based on the risk perception of the Bank, the Bank may stipulate financial ceilings on net exposures to BC or to his authorized agents. 7. Successful Bidder to indemnify bank for all lapses of BC agents	within agreed period of notice. The required training shall be arranged by the corporate BC to the BCAs at additional cost L. CASH OPERATIONS BY THE BUSINESS CORRESPONDENT (BC/BCA):	
150	TCS	55	ANNEXURE-II-A-FORMAT FOR TECHNICAL BID	We confirm that the prices quoted by us in the commercial bid are as stipulated by the Bank in clause 1.10 of the RFP No RFP/FID/02/22-23 dated 01.11.2022. We also confirm that we agree to all the terms and conditions mentioned in this RFP No RFP/FID/02/22-23 dated 01.11.2022.	We confirm that the prices quoted by us in the commercial bid are as stipulated by the Bank in clause 1.10 of the RFP No RFP/FID/02/22-23 dated 01.11.2022. Subject to the deviations submitted along with the bid proposal, confirm that we agree to all the terms and conditions mentioned in this RFP No RFP/FID/02/22-23 dated 01.11.2022.	The clause in RFP remains unchanged
151	TCS	56	ANNEXURE II B-OFFER COVERING LETTER:	We confirm that the offer is in conformity with the terms and conditions as mentioned in the above-cited RFP and agree to all the terms and conditions of the RFP and subsequent amendments made, if any.	Subject to the deviations submitted along with the bid proposal, we confirm that the offer is in conformity with the terms and conditions as mentioned in the above-cited RFP and agree to all	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					the terms and conditions of the RFP and subsequent amendments made, if any.	
152	TCS	61-63	ANNEXURE III-FORMAT FOR	<p>3. There is no limitation of transaction volume and no cost to be paid by Bank towards number of transactions to be done using app provided for Daily Deposit scheme</p> <p>We certify that our response quoted above meets the Scope of Work defined as per Annexure – I and in other parts of the RFP/FID/02/22-23 dated 01.11.2022 and prices quoted are all in compliance with the terms indicated in clause 1.7 and 1.8 of the RFP/FID/02/22-23 dated 01.11.2022. We also confirm that we agree to all the terms and conditions mentioned in this RFP No. RFP/FID/02/22-23 dated 01.11.2022.</p>	<p>3. There is no limitation of transaction volume and no cost to be paid by Bank towards number of transactions to be done using app provided for Daily Deposit scheme</p> <p>We certify that our response quoted above meets the Scope of Work defined as per Annexure –I and in other parts of the RFP/FID/02/22-23 dated 01.11.2022 and prices quoted are all in compliance with the terms indicated in clause 1.7 and 1.8 of the RFP/FID/02/22-23 dated 01.11.2022. We confirm that we agree to all the terms and conditions mentioned in this RFP No. RFP/FID/02/22-23 dated 01.11.2022 subject to the deviations submitted along with the bid proposal.</p>	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
153	TCS	72	ANNEXURE XI-LETTER OF UNDERTAKING	1. We hereby confirm that we agree to all the RFP terms and conditions of the RFP/FID/02/22-23 dated 01.11.2022, its Annexes, amendments made to the RFP without any pre-conditions. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void	1. Subject to the deviations submitted along with the bid proposal , we hereby confirm that we agree to the RFP terms and conditions of the RFP/FID/02/22-23 dated 01.11.2022, its Annexes, amendments made to the RFP	The clause in RFP remains unchanged
154	TCS	74-76	ANNEXURE XIII-PROFORMA OF BANK GUARANTEE (PERFORMANCE)	6. Notwithstanding anything to the contrary contained herein: i) Our liability under this Bank guarantee shall not exceed Rs_____ (Rupees _____ only) and ii) This Bank guarantee shall be valid up to and till.....only, being the date of expiry of the Guarantee and iii) We are liable to pay up to the Guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the Guarantee period and all your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before.....(**) being the date of expiry of the claim period"	6. Notwithstanding anything to the contrary contained herein: i) Our liability under this Bank guarantee shall not exceed Rs_____ (Rupees _____ only) and ii) This Bank guarantee shall be valid up to and till.....only, being the date of expiry of the Guarantee and iii) We are liable to pay up to the Guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 3 12 months from the said expiry date relating to default that happened during the Guarantee period and all your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					such written claim or demand is received by us from you on or before.....(**) being the date of expiry of the claim period"	
155	TCS	77	ANNEXURE XIV: (SELF DECLARATION: GOVT MINIMUM WAGES)	<p>In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for noncompliance to the above criteria.</p> <p>We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.</p>	In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force.	The clause in RFP remains unchanged
156	TCS	79-87	Annexure XVI - Integrity Pact	<p>Article 2: Commitments of BIDDERS</p> <p>2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if</p>	<p>Article 2: Commitments of BIDDERS</p> <p>2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly</p>	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
				<p>any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 and as may be prescribed under the Companies Act 2013 and the relevant Rule</p> <p>Article 4: Previous Transgression</p> <p>4.3 The imposition and duration of the exclusion of the BIDDER will be determined by the BUYER based on the severity of transgression.</p> <p>4.4 The Bidder/Contractor acknowledges and undertakes to respect and uphold the BUYER's absolute right to resort to and impose such exclusion.</p> <p>4.5 Apart from the above, the BUYER may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the BUYER</p> <p>Article 6: Earnest Money (Security Deposit)</p> <p>6.2 The Earnest Money/Security Deposit shall be valid upto the complete</p>	<p>or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 and as may be prescribed under the Companies Act 2013 and the relevant Rule</p> <p>i) "Employee of the BIDDER or any person acting on behalf of the BIDDER" means only those persons acting on behalf of such Bidder who are involved in the bid process / Project.</p> <p>ii) "officers of the BUYER", means only those persons who are involved in the bid process / Project.</p> <p>iii) "financial interest/stake in the BIDDER's firm" excludes investment in securities of listed companies".</p> <p>Article 4: Previous Transgression</p>	

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				<p>conclusion of the contractual obligations for the complete satisfaction of both the BIDDER and the BUYER or upto the warranty period, whichever is later.</p> <p>Article 7: Sanction for Violations</p> <p>7.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf [whether with or without the knowledge of the BIDDER] shall entitle the BUYER to take all or anyone of the following actions, wherever required;-</p> <p>i. To immediately call off the pre-contract negotiations/ proceedings with such Bidder without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER[s] would continue.</p> <p>ii. The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.</p> <p>iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.</p>	<p>Article 6: Earnest Money (Security Deposit)</p> <p>6.2 The Earnest Money/Security Deposit shall be valid upto the complete conclusion of the contractual obligations as per the agreed scope or upto the warranty period, whichever is later.</p> <p>Article 7: Sanction for Violations</p> <p>7.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf [whether with or without the knowledge of the BIDDER] shall entitle the BUYER to take all or anyone of the following actions, wherever required;-</p> <p>i. To immediately call off the pre-contract negotiations/ proceedings with such Bidder without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER[s] would continue.</p>	

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
				<p>iv. To encash the advance bank guarantee and performance guarantee/ bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.</p> <p>v. To cancel all or any other Contracts with the- BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money[s] due to the BIDDER.</p> <p>vi. To debar the- BIDDER from participating in future bidding processes of- the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.</p> <p>vii. To recover all sums paid in violation of this Pact by BIDDER[s] to any middleman or agent or broker with a view to-securing the contract.</p> <p>viii. In cases where irrevocable Letters of Credit have been received in respect of anycontract signed by the BUYER with the BIDDER, the same shall not be opened.</p>	<p>ii. The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.</p> <p>iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.</p> <p>iv. To encash the advance bank guarantee and performance guarantee/ bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER .</p> <p>v. To cancel the Contract resulting from this RFPs with the- BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to</p>	

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
				<p>7.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 7.1 [i] to [x] of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf [whether with or without knowledge of the BIDDER], of an offence as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 as amended from time to time or any other statute enacted for prevention of corruption.</p> <p>7.3 The decision of the BUYER to the effect that a breach of the Provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor[s] appointed for the purposes of this Pact.</p> <p>Article 12: Validity</p> <p>12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 6 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.</p> <p>Article 16: Other Provisions</p>	<p>deduct the amount so payable from the money[s] due to the BIDDER.</p> <p>vii. To recover all sums paid in violation of this Pact by BIDDER[s] to any middleman or agent or broker with a view to-securing the contract.</p> <p>viii. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.</p> <p>7.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 7.1 [i] to [x] of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf [whether with or without knowledge of the BIDDER], of an offence as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 as amended from time to time or any other statute enacted for prevention of corruption.</p>	

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
				<p>16.4 Any dispute or difference arising between the parties with regard to the terms o-f this Agreement/Pact", any action taken by the BUYER in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.</p>	<p>7.3 The BIDDER can approach the Independent Monitor[s] appointed for the purposes of this Pact. Article 12: Validity</p> <p>12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 6 years or the complete execution of the contract per the agreed scope, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six two months from the date of the signing of the contract.</p> <p>2. Services.</p> <p>Commencing on the Effective Date and continuing throughout the Term, Vendor shall be responsible for providing to Bank: (a) the Services in accordance with the terms of this Agreement and as described in Schedule A, described in this Agreement</p>	
157	TCS	89	ANNEXURE XVII-SERVICE LEVEL AGREEMENT	<p>2. Services.</p> <p>Commencing on the Effective Date and continuing throughout the Term,</p>	<p>2. Services.</p> <p>Commencing on the Effective Date and</p>	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
				Vendor shall be responsible for providing to Bank: (a) the Services in accordance with the terms of this Agreement and as described in Schedule A, and (b) any incidental services, functions and responsibilities not specifically described in this Agreement, but which are required for the performance and delivery of the Services in accordance with the terms of this agreement.	continuing throughout the Term, Vendor shall be responsible for providing to Bank: (a) the Services in accordance with the terms of this Agreement and as described in Schedule A, described in this Agreement,	
158	TCS	90	ANNEXURE XVII-SERVICE LEVEL AGREEMENT	<p>6. Management and Control.</p> <p>With respect to all changes, Vendor shall (a) schedule Changes so as not to unreasonably interrupt Bank's business operations, and (b) prepare and deliver to Bank a notice and schedule for any planned Changes prior to the implementation. Vendor shall update the Change Control Procedures as necessary and shall provide such updated Change Control Procedures to Bank for its approval and the same will be confirmed to Vendor by the Chief Operating officer.</p>	<p>6. Management and Control.</p> <p>With respect to all changes, Vendor shall (a) schedule Changes so as not to unreasonably interrupt Bank's business operations, and (b) prepare and deliver to Bank a notice and schedule for any planned Changes prior to the implementation. Vendor shall update the Change Control Procedures as necessary and shall provide such updated Change Control Procedures to Bank for its approval and the same will be confirmed to Vendor by the Chief Operating officer.</p>	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					If any change in Scope of Work causes an increase or decrease in the cost of, or the time required for, the vendor 's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the Purchaser's change order.	
159	TCS	90	ANNEXURE XVII-SERVICE LEVEL AGREEMENT	8. Audits Rights. Upon notice from Bank, Vendor shall provide records for inspection and assist Bank, or its designated third party contractor, and/or National Bank for Agriculture and Rural Development (NABARD) and/or Reserve Bank of India (RBI) and/or its auditors, if required and advised by the Bank to Vendor, with access to and any assistance (including financial records, reports and supporting documentation) that they may require with respect to the Service Locations and the Vendor Systems for the purpose of performing audits or	8. Audits Rights. Upon prior written notice of not less than 10 days from Bank, Vendor shall provide records for inspection and assist Bank, or its designated third party contractor, Reserve Bank of India (RBI) and/or its auditors, if required and advised by the Bank to Vendor, with access to and any assistance that they may require with respect to the Service Locations and the Vendor Systems for the purpose of	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
				<p>inspections of the Services. Audit will be limited to documents and all activities connected to the services rendered under this agreement, performance of the services in current project and bidding process documents under this agreement. However, vendor shall not be obligated to provide any internal cost break up, or any records/ data or allow audit/ inspection of any data, records which are not related to services under the agreement.</p>	<p>performing audits or inspections of the Services. Audit will be limited to documents and all activities connected to the services rendered under this agreement, performance of the services in current project and bidding process documents under this agreement. However, vendor shall not be obligated to provide any internal cost break up, or any records/ data or allow audit/ inspection of any data, records which are not related to services under the agreement or any financial records or any minutes of internal meetings..</p> <p>The cost of the audit shall be borne by the Bank. The audit shall not be permitted if it interferes with Bidder's ability to perform the services in accordance with the service levels, unless the Bank relieves Bidder from meeting the applicable service levels. The auditor should not be the competitor of the Bidder and should sign the confidentiality agreement</p>	

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					with the Bidder before conducting such audit	
160	TCS	91	ANNEXURE XVII-SERVICE LEVEL AGREEMENT	<p>10. Confidentiality.</p> <p>The Vendor shall hold all Confidential Information relating to or obtained from the Bank in strict confidence. Vendor shall treat any and all the Confidential Information with at least the same degree of care and protection as it would treat its own Confidential Information. Except as permitted by this Agreement, neither Party or its Agents shall disclose, publish, release, transfer or otherwise make available Confidential Information of, or obtained from the other in any form to, or for the use or benefit of, any person or entity without the disclosing Party's consent. Each of the Parties shall, however, be permitted to disclose relevant aspects of the Disclosing Party's Confidential Information to its officers, professional advisors, subcontractors and employees, to whom such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement. The obligation as to the confidentiality shall survive even after termination of this agreement.</p>	<p>10. Confidentiality.</p> <p>The Vendor shall hold all Confidential Information relating to or obtained from the Bank in strict confidence. Vendor shall treat any and all the Confidential Information with at least the same degree of care and protection as it would treat its own Confidential Information. Except as permitted by this Agreement, neither Party or its Agents shall disclose, publish, release, transfer or otherwise make available Confidential Information of, or obtained from the other in any form to, or for the use or benefit of, any person or entity without the disclosing Party's consent. Each of the Parties shall, however, be permitted to disclose relevant aspects of the Disclosing Party's Confidential Information to its officers, professional advisors, subcontractors and</p>	The clause in RFP remains unchanged

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					employees, to whom such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement. The obligation as to the confidentiality shall survive for a period of 2 years after termination or expiry of this agreement	
161	TCS	91	ANNEXURE XVII-SERVICE LEVEL AGREEMENT	<p>11. Additional Covenants.</p> <p>The Parties covenant and agree that during the Term and Termination Assistance Period:</p> <p>1) The Parties shall comply with all Laws applicable to them and shall obtain all applicable permits and licenses required of them in connection with its obligations under this Agreement;</p> <p>2) Neither party will implement or design unauthorized methods for gaining access to the Bank, Vendor Systems, or Confidential Information; and</p> <p>3) In respect of development of Software, the Business logic for the software developed is the sole proprietary of the bank and the same shall not be shared without prior written consent of the Bank.</p>	<p>11. Additional Covenants.</p> <p>The Parties covenant and agree that during the Term and Termination Assistance Period:</p> <p>1) The Parties shall comply with all Laws applicable to them and shall obtain all applicable permits and licenses required of them in connection with its obligations under this Agreement;</p> <p>2) Neither party will implement or design unauthorized methods for gaining access to the Bank, Vendor Systems, or Confidential Information;</p>	The clause in RFP remains unchanged

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162	TCS	91	ANNEXURE XVII-SERVICE LEVEL AGREEMENT	<p>13. Indemnity:</p> <p>The vendor, shall indemnify and keep the Bank saved, harmless and indemnified against any claim which may be made against the Bank or loss, which may be suffered by the bank on account of any negligence, fraud, theft, robbery, forgery or any wrongful action/ inaction or breach of this agreement by vendor or its agents or its employees on account of engaging the services from vendor.</p>	<p>13. Indemnity:</p> <p>The vendor, shall indemnify and keep the Bank saved, harmless and indemnified against any claim which may be made against the Bank or loss, which may be suffered by the bank on account of any , fraud, theft, robbery, forgery or by vendor or its agents or its employees on account of engaging the services from vendor.</p>	The clause in RFP remains unchanged
163	TCS	91-92	ANNEXURE XVII-SERVICE LEVEL AGREEMENT	<p>12. Insurance.</p> <p>Without limiting Vendor's liability to Bank or third parties, Vendor will maintain will have and maintain such types and amounts of liability insurance as is normal and customary in the industry generally for parties similarly situated, and will upon request provide the Bank with a copy of its policies of insurance in that regard, along with any amendments and revisions there to. The financial liability of Vendor during the tenure of the contract and its subsequent renewals under this or any terms of this agreement other than under insurance total shall not exceed the fee it receives under the agreement.</p>	<p>12. Insurance.</p> <p>Vendor will maintain will have and maintain such types and amounts of liability insurance as is normal and customary in the industry generally for parties similarly situated. The financial liability of Vendor during the tenure of the contract and its subsequent renewals under this or any terms of this agreement .</p> <p>Bidder shall not be liable for any indirect, consequential, special, punitive, exemplary or</p>	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					<p>incidental losses, damages or claims including loss of profit, loss of goodwill, loss of reputation, loss of data, loss of business or revenue.</p> <p>Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the Bank or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations</p>	

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					<p>due to such failure or delay on the part of or on behalf of the Bank. Such failures or delays shall be brought to the notice of the Bank and subject to mutual agreement with the Bank, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice the Bank for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.</p>	
164	TCS	94	ANNEXURE XVII-SERVICE LEVEL AGREEMENT	<p>18. Assignment: The vendor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Bank's prior written consent.</p>	<p>18. Assignment: The vendor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Bank's prior written consent which consent shall not be unreasonably withheld by the Bank.</p>	The clause in RFP remains unchanged
165	TCS	95	SCHEDULE A	<p>2. Other terms and conditions: a) Vendor to do complete background check of the proposed engineers and give declaration to the Bank in this regard. b) Vendor has to submit a letter duly signed by his</p>	<p>2. Other terms and conditions: a) Vendor to do complete background check of the proposed engineers and give declaration to the Bank</p>	The clause in RFP remains unchanged

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
				<p>employees wherein the vendor will identify his employee as a person deputed to the Bank for discharging duties in terms of the agreement with the bank and the employee undertaking to abide by all the rules and regulations of the bank while discharging his duties in the Bank. c) Vendor has to obtain Non-Disclosure Cum Confidentiality undertaking letter from each of the employee for deputation to the Bank. In the said undertaking, the employee should also hold himself jointly liable along with his employer for any loss or damage caused to the bank because of any breach of terms of undertaking letter or any other terms specified by the bank in writing.</p>	<p>in this regard. b) Vendor has to submit a letter duly signed by his employees wherein the vendor will identify his employee as a person deputed to the Bank for discharging duties in terms of the agreement with the bank and the employee undertaking to abide by all the rules and regulations of the bank while discharging his duties in the Bank.</p>	
166	TCS	96-99	ANNEXURE XVIII-FORMAT FOR NON-DISCLOSURE AGREEMENT	<p>2. Use of Confidential Information</p> <p>ii. The Company shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above</p> <p>3. Exemptions</p>	<p>2. Use of Confidential Information</p> <p>ii. The Company shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need or to its consultants, auditors, sub contractors etc to access and knowledge of the said</p>	The clause in RFP remains unchanged

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				<p>vii. Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed be used only for the purposes for which the order was issued.</p> <p>4. Term</p> <p>This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof The obligation under NDA shall survive the expiration/termination of the original contract referred and the obligations</p>	<p>information, solely for the purpose authorized above</p> <p>3. Exemptions</p> <p>vii. Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to enable the Receiving party to obtain a protective order requiring that the confidential information and / or documents so disclosed be used only for the purposes for which the order was issued.</p> <p>4. Term</p> <p>This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon</p>	

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
				<p>contained herein shall continue indefinitely as long as the underlying information remains confidential. The obligations of the Company respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain</p> <p>5. Title and Proprietary rights</p> <p>Notwithstanding the disclosure of any confidential information by the Company, the bank shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for the same, which exist or thereafter may be obtained by the Bank is either granted or implied by the conveying of confidential information</p> <p>6. Return of confidential information: Upon written demand of the Bank, the firm shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the firm has complied with the obligations set forth in this paragraph.</p>	<p>expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof The obligation under NDA shall survive for a period of 2 years after the expiration/termination of the original contract</p> <p>5. Title and Proprietary rights</p> <p>Notwithstanding the disclosure of any confidential information by the Company Disclosing Party, the Disclosing Party bank shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for</p>	

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
				<p>Notwithstanding anything contained in this Agreement, the Company may retain sufficient documentation to support any opinion/ advice that it may provide. Such documentation shall continue to be governed by the terms and conditions of this Agreement.</p> <p>7. Remedies:</p> <p>The firm acknowledges that if it fails to comply with any of its obligations hereunder, the Bank may suffer immediate, irreparable harm for which monetary damages may not be adequate. The firm agrees that, in addition to all other remedies provided at law or in equity, the Bank shall be entitled to injunctive relief hereunder.</p> <p>9. Indemnity:</p> <p>The Company agrees to keep confidential all information concerning the Bank that could be considered as "Confidential Information". The Company agrees that in the event of the breach of the clause above by disclosure of confidential information mentioned hereinabove the Company would indemnify and keep the Bank indemnified against all losses or damages and all action, suit, litigations or proceedings (including all costs,</p>	<p>the same, which exist or thereafter may be obtained by the Disclosing Party Bank is either granted or implied by the conveying of confidential information</p> <p>6. Return of confidential information: Upon written demand of the Disclosing PartyBank, the Receiving Party firm shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the Receiving Party firm has complied with the obligations set forth in this paragraph. Notwithstanding anything contained in this Agreement, the Receiving Party Company may retain sufficient documentation to support any opinion/ advice that it may provide or any information archived. Such documentation shall continue to be governed by</p>	

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				charges, expenses relating thereto) that the Bank may incur or suffer any damage to its property or reputation or otherwise howsoever as part of the assignment or other related jobs entrusted and done by the Company. The firm agrees that the amount of compensation as decided by the Bank will be final. The Company agrees that the above compensation payable is in addition to any other right or remedy available to the Bank due to the breach of the covenants contained in this agreement including disclosure of confidential information.	the terms and conditions of this Agreement. 7. Remedies: The firmThe Receiving Party acknowledges that if it fails to comply with any of its obligations hereunder, the Bank Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party firm agrees that, in addition to all other remedies provided at law or in equity, the Disclosing PartyBank shall be entitled to injunctive relief hereunder.	
167	TCS	10	1.1. SCHEDULE OF BIDDING PROCESS:	Last date, time and place for submission of Bid- 25th Nov 16:00 hrs	Request the bank to give atleast 3 weeks after publishing the written response to the prebid queries	Amended: Please refer to Table # 2
168	TCS	12	1.3 BIDDER'S QUALIFICATION CRITERIA:	7. Bidders should have at least 300 Business Correspondent Agents (BCA) working with at least one scheduled commercial banks (SCB) as on date of RFP with satisfactory performance.	Are the BC agents expected to be the bidder's pay roll or bidder's partner BCA	Consortium is not allowed.
169	TCS	12	1.3 BIDDER'S QUALIFICATION CRITERIA:	6. The Bidder should have been working as Corporate Business correspondent in at least one	If the bidder is providing BC services through its partner BCA will that be acceptable by the bank. Please confirm	Consortium is not allowed.

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
				scheduled commercial Banks in India for at least 3 years as on date of RFP.		
170	TCS	15	3. AMC	<p>The payment against AMC of hardware and software will be released as quarterly advance after deduction of penalty as applicable w.r.t previous quarter</p> <p>The selected Vendor will undertake to provide the Contact cum call center services required in this RFP to the Bank and will not outsource or subcontract any or all of the services being offered to Bank to any company or to a company fully / partly owned by the Vendor, except with the written consent of the Bank.</p>	Request that AMC payments should be release yearly in advance as that is standard OEM policy	The clause in RFP remains unchanged
171	TCS	21	1.10 NO OUTSOURCING / SUB-CONTRACTING BY VENDOR	The selected Vendor will undertake to provide the Contact cum call center services required in this RFP to the Bank and will not outsource or subcontract any or all of the services being offered to Bank to any company or to a company fully / partly owned by the Vendor, except with the written consent of the Bank.	Bidder being a technology service provider, can the bidder tie-up with BCA for providing BC agents - please confirm	Consortium is not allowed.
172	TCS	44	C. RESPONSIBILITIES OF THE SUCCESFULL BIDDER:	13. Centralized application management i.e., patches and any upgrades should be pushed to Field level devices from a Central server and ensure all devices should be running on same version.	Does the bank has any tool for application monitoring, infra monitoring, SLA management, DR automation which can be leveraged by the bidder or please confirm if the bidder has to provide these tools.	Clarification: The successful bidder has to provide these tools.

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
173	TCS	14	1.4 REQUIREMENTS & SCOPE OF WORK:	The solution provided by the successful bidder shall be required to maintain and manage any change in the locations during the contract period. The successful bidder should deploy switch services for FI gateway hosted in banks DC and DR.	Please confirm if the entire solution proposed by the bidder has to be hosted in bank's data center or bidder is allowed to host it in its data center.	Clarification: The successful bidder has to host the entire solution in the bank's data center only.
174	TCS	15	2. One time cost of Hardware supplied	The payment against one time cost of Software License and Hardware will be released on following process. 1. 80% of the onetime cost of Hardware and software supplied will be released on delivery of the respective hardware and licenses in full at the ordered locations. 2. On completion of installation, acceptance, go live of all system with new devices, the balance 20% of the amount will be released after deduction of applicable penalties.	Resquest the bank to release 95% of the payment on the delivery of hardwared and licenses and 5% on the installation and acceptance of all the systems	The clause in RFP remains unchanged.
175	TCS	37	ANNEXURE I- SCOPE OF WORK	The Bank requires an end to end Financial Inclusion Solution for Technology and for BC Management in an operating expenditure model OPEX model involving Migration of Existing FI Solution, Supply, customization, installation, operations, Maintenance of HDDs, Hardware and Software Management, Field Level BC Management to deliver and support Banking and Financial Services of Odisha Gramya Bank.	Please provide the details of the existing FI solution and confirm whether transaction data is also to be migrated.	Clarification: Transaction data is required to be migrated.

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
176	TCS	37	ANNEXURE I- SCOPE OF WORK	Selected Bidder has to host FI Gateway and to provide end to end solution in technology.	Please confirm if the entire solution proposed by the bidder has to be hosted in bank's datacentre or bidder is allowed to host it in its datacentre	Clarification: The successful bidder has to host the entire solution in the bank's data center only.
178	TCS	37	ANNEXURE I- SCOPE OF WORK	The Successful Bidder will deploy all the banking applications on the Micro-ATMs/ Mobile Devices/ Kiosk without any extra cost to the Bank.	Is the bidder expected to provide all the three channels - POS, Mobile and Kiosk	Amended: Refer Table #1point 11
179	TCS	37	ANNEXURE I- SCOPE OF WORK	The Successful Bidder will deploy all the banking applications on the Micro-ATMs/ Mobile Devices/ Kiosk without any extra cost to the Bank.	Does the bank has any mobile device maangement solution in place which can be leveraged by the bidder	Clarification: Bank does not have any device management solution.
180	TCS	41	A. DETAILED SCOPE OF THE PROJECT:	31. Successful Bidder has to procure and deploy the equipment (MicroATMs (PoS)/ Tablets/ Mobile devices) required to achieve full functionality of proposed solution which includes devices like IRIS scanners, PIN pads, printer etc. to be procured and deployed by the Successful Bidder without any additional cost to Bank.	Does the bank intend to use the IRIS bank authentication ? Currently is not used by any bank.	Clarification: The bank intends to use the IRIS bank authentication.
181	TCS	47	G. CENTRALISED MONITORING ,RECONCILIATION, SETTLEMENT AND DISPUTE MANAGEMENT:	Successful Bidder shall have a dedicated team of Supervisors and Coordinators who shall monitor the implementation of FI Plan effectively well within the time schedule.	What is the delivery time schedule expectation of the bank ?	Amended: Refer to Table # 5
182	TCS	62	ANNEXURE III-FORMAT FOR COMMERCIAL BID	I: PROJECTED VARIABLE COST OF TRANSACTIONS	Request the bank to add a row for fixed minimum monthly charges and one row for on time	Amended: Refer to Table # 4

Sr. No	Bidder	Page No.	Clause No.	Description in RFP	Clarification sought	Banks Remark
					implementation charges also	