

Request for Proposal (RFP) for Selection of Service Provider for Implementation of Door Step Banking Services (DSB) through Universal Touch Points (UTP)

RFP Ref. No.: DIT/BPR & BTD/OA/2074/2019-20 Dated: 14/08/2019

Pre-Bid Query Response

Sl. No.	RFP Page No	RFP Clause	Original RFP Clause	Subject/ Description	Query Sought/ Suggestion	Bank Response
1	13	4	The Earnest Money Deposit may be invoked under the following circumstances: a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid). b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or c. The bidder violates any of the provisions of the terms and conditions of this tender specification. d. In case of the successful bidder, if the bidder fails: <input type="checkbox"/> To sign the contract in the form and manner to the satisfaction of Anchor BANK. <input type="checkbox"/> To furnish Performance Bank Guarantee in the form and manner to the satisfaction of individual member Bank within the stipulated time period.	Earnest Money Deposit	Bidder requests that some of the conditions for forfeiture of EMD be modified as shown below; Further Bidder requests clarification; if the EMD Format provided in the Annexure takes precedence over the clauses mentioned under this section? Proposed Clause a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid). b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or <u>fraudulently</u> conceals or suppresses material information; and / or c. The bidder violates any of the provisions of the terms and conditions of this tender specification. d. In case of the successful bidder, if the bidder fails: <input type="checkbox"/> To sign the contract in the form and manner to the satisfaction of Anchor BANK , both parties <input type="checkbox"/> To furnish Performance Bank Guarantee in the form and manner to the satisfaction of individual member Bank within the stipulated time period.	Clause stand as per RFP
2	17	16	A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP. Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient ground for annulment of the award, in which event; bank may cancel the RFP process and may call for new proposals from the interested bidders. In such a case, bank shall invoke the EMD of the such bidder	Acceptance of Terms	Bidder requests that this clause be deleted in its entirety. The Terms and Conditions are to be discussed and mutually agreed at the time of bid submission. Bidder will not be able to accept all the terms in the Draft Legal Agreement and Terms and Conditions of the RFP. Proposed Clause A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP. Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient ground for annulment of the award, in which event; bank may cancel the RFP process and may call for new proposals from the interested bidders. In such a case, bank shall invoke the EMD of the such bidder	Clause stand as per RFP

3	17	21	The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to mistakes of the personnel / agents recruited by them and/or malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder shall not exceed the total cost of the order value. However, in case of any Penalty/Charges imposed by Statutory Bodies/Regulators/Court due to failure of bidders in performing its responsibility as a part of scope of work and other terms and conditions of this RFP/ Subsequent contract; same shall be borne by the bidder on actual basis.	Indemnity	<p>Bidder requests that the Indemnity Clause be modified and limited to only Third Party IP Infringement only. Further the Total Liability to be limited to fees paid/payable 12 months before the cause of action arose.</p> <p>Proposed Clause The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to <u>any claims made by an unaffiliated third party stating that their Intellectual Property Rights have been infringed upon by the Bidder</u> . mistakes of the personnel / agents recruited by them and/or malfunctioning of the system as supplied and installed by them. The total aggregate liability of the selected bidder shall not exceed the total fees paid or payable by Bank to the Bidder in the 12 months before the cause of action arose. cost of the order value. However, in case of any Penalty/Charges imposed by Statutory Bodies/Regulators/Court due to failure of bidders in performing its responsibility as a part of scope of work and other terms and conditions of this RFP/ Subsequent contract; same shall be borne by the bidder on actual basis.</p>	Clause stand as per RFP
4	40	4	The selected bidder (on behalf of all the consortium partners, agents etc) shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from	Compliance with all Applicable Laws	<p>Bidder requests that the Indemnity clause be removed; in case of default; Bank may claim in the court of law.</p> <p>Proposed Clause The selected bidder (on behalf of all the consortium partners, agents etc) shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from</p>	Clause stand as per RFP

5	40	4	<p>Compliance in obtaining approvals/permissions/licenses: The selected bidder shall promptly and timely obtain all such consents, permissions, approvals, license viz. UIDAI/ NPCI Certification, PCI-DSS Certification, Labor Law compliance etc. as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the vendor.</p> <p>This indemnification is only a remedy for the Bank. The vendor 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.</p>	<p>Compliance in obtaining approvals/permissions /licenses</p>	<p>Bidder requests that the Indemnity clause be removed; in case of default; Bank may claim in the court of law.</p> <p>Compliance in obtaining approvals/permissions/licenses: The selected bidder shall promptly and timely obtain all such consents, permissions, approvals, license viz. UIDAI/ NPCI Certification, PCI-DSS Certification, Labor Law compliance etc. as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the vendor.</p> <p>This indemnification is only a remedy for the Bank. The vendor 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</p>	Clause stand as per RFP
6	41	6	<p>The selected bidder (hereinafter called vendor) shall be required to provide a Bank Guarantee for Rs.8,00,00,000.00 (Rupees eight crore only) to Anchor Bank, issued by any scheduled commercial bank, (other than Anchor Bank) valid for the tenure of 3 years plus a claim period of 3 (three) months from the date of execution of the SLA, indemnifying any loss to the Bank for Work order issued by Anchor Bank. The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA). Bank reserves the right to invoke the BG for any non-compliance of the terms & conditions of the related RFP or this SLA executed between the vendor and the Bank at any point of time without prejudice to its other rights and remedies available under the Contract and/or the Law (s) for the time being in force.</p>	<p>Performance Bank Guarantee</p>	<p>Bidder seeks removal of this clause and reduction of the Bank Guarantee of Rs. 8 Crore Rupees.</p> <p>Further Bidder Seeks that the Performance Bank Guarantee be revoked only upon provision of a cure period before which it gets invoked.</p> <p>The selected bidder (hereinafter called vendor) shall be required to provide a Bank Guarantee for Rs.8,00,00,000.00 (Rupees eight crore only) toof 5% of annual contract value Anchor Bank, issued by any scheduled commercial bank, (other than Anchor Bank) valid for the tenure of 3 years plus a claim period of 3 (three) months from the date of execution of the SLA, indemnifying any loss to the Bank for Work order issued by Anchor Bank. The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA). Bank reserves the right to invoke the BG for any non-compliance of the terms & conditions of the related RFP or this SLA executed between the vendor and the Bank, <u>provided Bank has provided Bidder with a cure period of 30 business days to cure any default.</u> at any point of time without prejudice to its other rights and remedies available under the Contract and/or the Law (s) for the time being in force.</p>	<p>Performance Bank Guarantee may be revoked after giving due notice of 90 days as per terms of the RFP, which include cure period of 30 days.</p>

7	41	6	<p>The Selected bidder, within 15 days from the date of letter of intent (LOI) will have to furnish a Performance Bank Guarantee, format as per Annexure – G, issued by any scheduled commercial bank Rs.8,00,00,000.00 (Rupees eight crore only) valid for 39 months (36 months + a claim period of 3 months) from the date of work order. However, the selected bidder may have to extend the validity of the Performance Bank Guarantee for a period of two years as required by the Bank. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.</p>	Performance Bank Guarantee	<p>The Selected bidder, within 15 days from the date of letter of intent (LOI) will have to furnish a Performance Bank Guarantee, format as per Annexure – G, issued by any scheduled commercial bank Rs.8,00,00,000.00 (Rupees eight crore only) valid for 39 months (36 months + a claim period of 3 months) from the date of work order. However, the selected bidder may have to extend the validity of the Performance Bank Guarantee for a period of two years as required by the Bank. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.</p>	Clause stand as per RFP
8	41	6	<p>The Performance Bank Guarantee shall act as a security deposit and either in case the selected bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same. Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Selected bidder is not able to fulfill any and all conditions specified in the document or is unable to complete the project within the stipulated time. In case the contract is getting extended, the selected bidder shall submit the Bank Guarantee of same amount of that period of time with a validity of the extension period with 3 months claim period.</p> <p>The selected bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project.</p>	Performance Bank Guarantee	<p>The Performance Bank Guarantee shall act as a security deposit and either in case the selected bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.</p> <p>Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Selected bidder is not able to fulfill any and all conditions specified in the document or is unable to complete the project within the stipulated time <u>provided Bidder is provided a cure period to cure such a breach in the conditions in the document or project</u> .</p> <p>In case the contract is getting extended, the selected bidder shall submit the Bank Guarantee of same amount of that period of time with a validity of the extension period with 3 months claim period.</p> <p>The selected bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project.</p>	Clause stand as per RFP

9	42	9	<p>Insurance</p> <p>a. The selected bidder shall obtain adequate insurance cover against all kinds of risks including fidelity clause for the loss arising from acts of omission / commission / dishonesty of its employees and / or agents and would be required to keep the insurance policy alive at all times during the currency of the agreement.</p> <p>b. The loss-payee endorsement of such insurance policies shall be in favor of the Bank and it shall be ensured that the amount of claim, if any, shall be paid by the insurance company directly to the Bank.</p>	Insurance	<p>Bidder requests deletion of this entire clause. Bidder maintains global insurance policies; in case of any issues; Bank may claim against the Bidder.</p> <p><u>Proposed Clause:</u></p> <p>a. The selected bidder shall obtain adequate insurance cover against all kinds of risks including fidelity clause for the loss arising from acts of omission / commission / dishonesty of its employees and / or agents and would be required to keep the insurance policy alive at all times during the currency of the agreement.</p> <p>b. The loss-payee endorsement of such insurance policies shall be in favor of the Bank and it shall be ensured that the amount of claim, if any, shall be paid by the insurance company directly to the Bank.</p>	Clause stand as per RFP
10	44	14	<p>The performance of the selected bidder shall be reviewed every quarter. Non- compliance of and terms and conditions by the bidder is liable for rejection. The contract may be extended for a further period of 2 years on mutually agreed terms and conditions, based on performance of the bidder during last three year.</p>	Contract Period	<p>Bidder requests the following modifications; any extension to be made on mutually agreeable terms and not co-dependent on the performance.</p> <p><u>Proposed Clause</u></p> <p>The performance of the selected bidder shall be reviewed every quarter. Non- compliance of and terms and conditions by the bidder is liable for rejection. The contract may be extended for a further period of 2 years on mutually agreed terms and conditions, based on performance of the bidder during last three year.</p>	Review period may be extended from every quarter to half yearly or annually, as decided by Banks.
11	44	16	<p>The selected bidder will be required to sign the Service Level Agreement with all the member bank s within 07 days of the acceptance of the LOI /PO (Whichever is</p>	Service Level Agreement	<p>Bidder requests that the Service Level Agreement is signed upon mutually agreeable terms within a period of time as mutually agreed by the parties.</p> <p><u>Proposed Clause</u></p> <p>The selected bidder will be required to sign the Service Level Agreement <i>on mutually agreeable terms.</i>, with all the member bank s within 07 days of the acceptance of the LOI /PO <i>or such other time as mutually agreed by the parties</i></p>	Clause stand as per RFP
12	46	20	<p>The Selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.</p>	Indemnity	<p>Bidder requests for the following Modification</p> <p><u>Proposed Clause</u></p> <p>The Selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights <i>by an unaffiliated 3rd Party.</i></p>	Clause stand as per RFP

13	46	20	The Selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.	Indemnity	<p>Bidder requests for the following Modification; Bidder can provide only an IP Indemnification</p> <p>Proposed Clause The Selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.</p>	Clause stand as per RFP
14	46	20	<p>The Selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfill obligations by the selected vendor or its employees/personnel. All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.</p> <p>Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank afterward) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.</p>	Indemnity	<p>Bidder requests for the following Modification; Bidder can provide only an IP Indemnification</p> <p>Proposed Clause The Selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfill obligations by the selected vendor or its employees/personnel. All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities. Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank afterward) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.</p>	Clause stand as per RFP

15	46	20	<p>Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. The selected Bidder is required to submit the Deed of Indemnity. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Selected Bidder has sole control of defense and all related settlement.</p>	Indemnity	<p>Bidder requests for the following modification; Bidder can provide only an IP Indemnification.</p> <p>Proposed Clause Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. The selected Bidder is required to submit the Deed of Indemnity. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables</p>	Clause stand as per RFP
16	46	20	<p>negotiations, (iii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc. due to acts of Selected Bidder's representatives, and not just arising out of gross negligence or misconduct, etc. as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.</p>	Indemnity	<p>Bidder requests for the following modification; Bidder can provide only an IP Indemnification</p> <p>Proposed Clause negotiations, (iii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc. due to acts of Selected Bidder's representatives, and not just arising out of gross negligence or misconduct, etc. as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.</p>	Clause stand as per RFP

17	46	20	<p>The Selected Bidder should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:</p> <p>Non-compliance of the vendor with Laws/Governmental Requirements</p> <p>Negligence and misconduct of the Vendor, its employees, and agents</p> <p>Breach of any terms of RFP, Representation</p> <p>Act or omission in performance of service.</p> <p>Indemnity would be limited to court; tribunal or arbitrator 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>	Indemnity	<p>Bidder requests for the following modification; Bidder can provide only an IP Indemnification</p> <p><u>Proposed Clause</u></p> <p>The Selected Bidder should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:</p> <p>Non-compliance of the vendor with Laws/Governmental Requirements</p> <p>Negligence and misconduct of the Vendor, its employees, and agents</p> <p>Breach of any terms of RFP, Representation</p> <p>Act or omission in performance of service.</p> <p>Indemnity would be limited to court; tribunal or arbitrator 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>	Clause stand as per RFP
18	52	30	<p>The Bank reserves the right to withdraw the order or Re-Negotiate at any point of time, in the event of happening one or more of the following Conditions:</p> <p><input type="checkbox"/> Failure of the Selected bidder to accept the contract / work order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;</p> <p><input type="checkbox"/> Delay in offering;</p> <p><input type="checkbox"/> Delay in commissioning project beyond the specified period;</p> <p><input type="checkbox"/> Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;</p> <p><input type="checkbox"/> Serious discrepancy in project noticed during the testing;</p> <p><input type="checkbox"/> Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.</p> <p><input type="checkbox"/> Serious discrepancy in completion of project.</p> <p><input type="checkbox"/> Serious discrepancy in maintenance of project.</p>	Exit Option and Contract Re-Negotiation	<p>Bidder requests for the following modification; any termination is to be made only after provision of a cure period.</p> <p><u>Proposed Clause</u></p> <p>The Bank reserves the right to withdraw the order or Re-Negotiate at any point of time, in the event of happening one or more of the following Conditions:</p> <p><input type="checkbox"/> Failure of the Selected bidder to accept the contract / work order and furnish the Performance Guarantee within 30 days of receipt of purchase contract <i>or such other period</i> ;</p> <p><input type="checkbox"/> Delay in offering;</p> <p><input type="checkbox"/> Delay in commissioning project beyond the specified period; <i>after provision of a cure period of not less than 30 days</i></p> <p><input type="checkbox"/> Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods; <i>after provision of a cure period of not less than 30 days</i></p> <p><input type="checkbox"/> Serious discrepancy in project noticed during the testing;</p> <p><input type="checkbox"/> Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.</p> <p><input type="checkbox"/> Serious discrepancy in completion of project.</p> <p><input type="checkbox"/> Serious discrepancy in maintenance of project.</p>	Clause stand as per RFP

19	52	30	<p>In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security/ Performance Guarantee given by the Selected Bidder.</p> <p>The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.</p>	Exit Option and Contract Re-Negotiation	<p>Bidder requests for the following modification. Bidder requests that any Performance Guarantee be invoked only upon provision of a cure period.</p> <p>Proposed Clause In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security/ Performance Guarantee given by the Selected Bidder <u>as per the terms and conditions of the Performance Guarantee.</u> . The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.</p>	Clause stand as per RFP
20	53	32	<p>Delay in completing commissioning / implementation and acceptance tests/checks beyond the specified periods The selected vendor fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed In case the selected vendor fails to deliver the resources as stipulated in the delivery schedule, BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected vendor.</p>	Termination	<p>Bidder requests for the following modification; Bidder requests that any termination take place only upon provision of a cure period and an extension is allowed prior to terminating the agreement.</p> <p>Proposed Clause Delay in completing commissioning / implementation and acceptance tests/checks beyond the specified periods The selected vendor fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed In case the selected vendor fails to deliver the resources as stipulated in the delivery schedule, BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected vendor.</p>	Clause stand as per RFP
21	55	34	<p>Bank, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Successful Bidder, may terminate the Contract in whole or in part</p>	Termination for Default	<p>Bidder requests for the following modification; Bidder requests a cure period prior to terminating the agreement.</p> <p>Proposed Clause Bank, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Successful Bidder, may terminate the Contract in whole or in part; <u>a fter providing a cure period of 30 days to remedy the breach.</u></p>	Clause stand as per RFP

22	55	35	Bank, by written notice sent to the Selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience for any reason what-so-ever	Termination for Convenience	<p>Bidder requests for the following modification. Bidder requests that any termination for convenience take place only after providing a longer notice period of 90 business days and upon payment of shut down fees.</p> <p>Proposed Clause Bank, by written notice sent to the Selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience for any reason what-so-ever <i>after providing a notice of 90 business days prior to such termination. <u>Bank to pay Bidder a mutually agreeable shut down and windown charges in case of such a termination.</u></i></p>	Clause stand as per RFP
23	55	36	<p>In the event that the termination of the SLA is due to the expiry of the term of the SLA, a decision not to grant any (further) extension by Bank, the vendor herein shall be obliged to provide all such assistance to the next successor Vendor or any other person as may be required and as Bank may specify including training, where the successor(s) is a representative/personnel of Bank to enable the successor to adequately provide the services(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.</p> <p>The Bank shall make such prorated payment for services rendered by the selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of clause of termination, provided that the selected bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be applicable to selected Bidder. There shall be no termination compensation payable to the selected bidder.</p>	Effect of Termination	<p>Bidder requests for the following modification; such that any termination support provided is provided with Payment of Charges as agreed. Further Upon Termination for convenience; Bank to pay bidder termination fees.</p> <p>Proposed Clause <u>Subject to payment of charges as agreed by the parties.</u> In the event that the termination of the SLA is due to the expiry of the term of the SLA, a decision not to grant any (further) extension by Bank, the vendor herein shall be obliged to provide all such assistance to the next successor Vendor or any other person as may be required and as Bank may specify including training, where the successor(s) is a representative/personnel of Bank to enable the successor to adequately provide the services(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.</p> <p>The Bank shall make such prorated payment for services rendered by the selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of clause of termination, provided that the selected bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be applicable</p>	Clause stand as per RFP

24	57	39	<p>Bidder's aggregate liability under the contract shall be limited to a maximum of the cost of ownership. This limit shall not apply to third party claims for</p> <p>a) IP Infringement indemnity.</p> <p>b) Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, total cost of ownership at any given point of time, means the aggregate value of the work orders placed by Bank on the Bidder that gave rise to claim, under this RFP.</p> <p>c) Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ work order</p>	Limitation of Liability	<p>Bidder requests for the following modifications; Bidder requests that the Liability is capped to fees paid in 12 months; further consequential damages are excluded.</p> <p>Proposed Clause -</p> <p>Bidder's aggregate liability under the contract shall be limited to a maximum of the <u>fees paid by Bank to the Bidder during the 12 months before the cause of action arose</u>. cost of ownership. This limit shall not apply to third party claims for</p> <p>a) IP Infringement indemnity.</p> <p>b) Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, total cost of ownership at any given point of time, means the aggregate value of the work orders placed by Bank on the Bidder that gave rise to claim, under this RFP.</p> <p>c) Bidder shall <u>not</u> be liable for any indirect, consequential, incidental or special damages, <u>loss of revenue, loss of profit, good will or anticipated savings</u>, under the agreement/ work order,</p>	Clause stand as per RFP
25			New Clause	Excused Performance	<p>Bidder requests that a clause for Excused Performance is included in the Agreement.</p> <p>Proposed Clause</p> <p>Any failure or delay by Bidder to perform its obligations under the Agreement will be excused if the failure was caused by: (i) any act or omission of Bank or its employees, agents or contractors, including any failure or delay by Bank to perform its obligations under the Contract, (ii) a relief or Force Majeure Event (iii) the reasonable reliance by Bidder on Bank's instructions, authorizations, approvals or other information, or (iv) any act or omission of a third party not under Bidder's control. Bidder will use reasonable commercial efforts to perform the Services in such circumstances, and Bidder is entitled to additional Charges and an extension of time, that is reasonable in the circumstances, for performance of Bidder's obligations.</p>	<p>Clause stand as per RFP.</p> <p>Force Majeure Clause covers required spirit</p>

26			New Clause	Termination for Non-Payment	<p>Bidder Requests a new clause such that Bidder can terminate the agreement upon Non-Payment.</p> <p>Proposed Clause</p> <p><i>Bidder may terminate the Agreement if:</i> <i>a. Bank fails to pay any charges under the Agreement (Outstanding Charges) within 40 Business Days of the due date for payment (Outstanding Payment Date), and</i> <i>b. following receipt of a demand for payment of the Outstanding Charges on or after the Outstanding Payment Date, Bank fails to pay the Outstanding Charges within 5 Business Days of receipt of the demand for payment.</i></p>	Clause stand as per RFP
27	78	Annexure H; Clause 10	The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU or Coal India Ltd and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.	Price Fall Clause	<p>Bidder Requests for the following Modification.</p> <p>Proposed Clause</p> <p>The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems <u>as a whole solution, having the same scope of work, payment terms and all other applicable terms and conditions, within a period of one year prior to the bid submission date,</u> at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU or Coal India Ltd and its subsidiaries during the currency of the contract and if it is found <u>at any stage during the bidding process (prior to contract signature)</u> that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price, ,- during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.</p>	<p>Following clause stand deleted: The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU or Coal India Ltd and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to</p>
28	86	Annexure J;	If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently between Bank and the Bidder.	Format of Bank Guarantee	<p>Bidder requests that forfeiture is upon failure to sign a mutually agreeable contract only and not upon failure to agree on the T&C's of the RFP.</p> <p>Proposed Clause.</p> <p>If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently between Bank and the Bidder.</p>	Clause stand as per RFP

29	88	Annexure K	c. Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid	Undertaking to be given by the Bidders	Bidder requests that Devaitions are allowed by the Bidder c. Further, we hereby undertake and agree to abide by all terms and conditions <i>mutually agreed by the Parties</i> and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid	Clause stand as per RFP
30	91	Annexure N	We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.	Undertaking Letter to the Bank on the Vendor's Letterhead	Bidder requests that the terms and conditions be mutually agreed; further deviations are allowed Proposed Clause We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any <i>as mutually agreed</i> , issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.	Clause stand as per RFP
31	92	Annexure O	We hereby confirm that we are agreeable to provide services as per SLA for a period of 3 years, extendable by another 2 years on base of performance. All the Annexure with other Technical documents duly filled in and signed are enclosed. We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever	Proforma of letter to be given by all the Bidder participating in the Bank for Selection	Bidder requests that the extension is made upon mutually agreeable terms. Proposed Clause We hereby confirm that we are agreeable to provide services as per SLA for a period of 3 years, extendable by another 2 years on base of performance <i>mutual agreement</i> . All the Annexure with other Technical documents duly filled in and signed are enclosed. We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever	Clause stand as per RFP
32	24	Part III Clause 2	No of Assignment in Door Step Services (similar to the scope in the RFP for Door Step Services) – for any organisation in India, preferably BFSI. (Role played as System Integrator)	Request for change in clause	We suggest this clause should be changed to : No of Assignment in Door Step Services (similar to the scope in the RFP for Door Step Services) – for any organisation in India, preferably BFSI by bidder and / or partner. (Role played as System Integrator or Service Provider)	Clause to be read as: No of Assignment in Door Step Services (similar to the scope in the RFP for Door Step Services) – for any organisation in India, preferably BFSI by bidder and / or partner. (Role played as System Integrator or Service Provider)

33	29	Part – IV Scope of Work	Whenever a customer raises request for a service, he will have to select Bank for which he needs Service. New Customers can lodge a request using Aadhaar+OTP verification or any other authentication method finalised by the bank.	Request for change in clause	We suggest authentication mechanisms should be standard across banks and should not left to individual banks to decide on the same.	Any authentication method shall be standard and equally applicable to each Bank.
34	39	Part V Clause 3	The selected bidder has to complete the implementation process as per Scope of Work mentioned herein above within eight (08) weeks from the date of issuance of Letter of Intent.	Request for change in clause	Eight weeks of implementation timeline for phase 1 is not achievable. Request you to change this to Twenty 20 weeks.	Clause modified as under: The selected bidder has to complete the implementation process as per Scope of Work mentioned herein above within twelve (12) weeks from the date of issuance of Letter of Intent.
35	11	Part - I 3	The bidder / any partner should have proper support organization structure for each cluster of 10-15 Sub Service Areas to carry out the Banking Agent activity successfully in 100 locations.	Details required	Request the department to provide the details about the cluster.	A Sub-Service Area / Cluster is referred by a group of 10-15 adjoining Centers.
36	27	Part - III 3	The ratio of locations to be ordered between L1 & L2 will be 60:40.	Change in clause	Request the department to award the contract to the bidders on different Cluster wise basis.	RFP Clause is self explanatory
37	39	2. Order details	The RFP document is being published by Anchor Bank on behalf of all the member Public Sector Banks to engage the service provider for implementation of Door Step Banking Solution. Successful bidder has to execute an agreement with the member Banks on same terms and conditions. Work Order will be placed by Anchor Bank in the name of selected bidder as per requirement. The payment will be made by member Banks and the Performance Bank Guarantee for order will be required to be submitted to Anchor Bank. The amount payable to the Service Provider (selected bidder) shall be based on the actual amount of work done without any guarantee of a minimum number of centers/ customers/ calls.	Request for change in clause	We request to have a minimum commitment of volumes which will paid to service provider and anything above that will be paid on unit rates quoted.	Based on the expected customer base, indicative transaction volume has been given in the RFP. However actual volume may not be committed at this juncture

38	41	6. Performance Bank Guarantee	The selected bidder (hereinafter called vendor) shall be required to provide a Bank Guarantee for Rs.8,00,00,000.00 (Rupees eight crore only) to Anchor Bank, issued by any scheduled commercial bank, (other than Anchor Bank) valid for the tenure of 3 years plus a claim period of 3 (three) months from the date of execution of the SLA, indemnifying any loss to the Bank for Work order issued by Anchor Bank. The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA). Bank reserves the right to invoke the BG for any non-compliance of the terms & conditions of the related RFP or this SLA executed between the vendor and the Bank at any point of time without prejudice to its other rights and remedies available under the Contract and/or the Law (s) for the time being in force.	Request for change in clause	We request PBG to be 5% of annual contract value to be renewed annually with subsequent year value. Further PBG can be invoke only for material breach of terms of contract and only after giving 30 days cure period notice for remedy of such breach.	Clause stand as per RFP
39	43	11. Liquidated	Notwithstanding the Bank's right to cancel the order, liquidated damages at Rs. 1,00,000.00 (Rs. One Lakh Per week) will be charged for every week's delay in the specified implementation schedule. The Bank reserves its right to recover these amounts in the mode as it deems fit and proper such as adjusting from any payments to be made by Anchor Bank to the bidder etc. without prejudice to its other rights and contentions available under the Law (s) for the time being in force. Any loss caused to the bank owing to non-performance of the selected bidder as per the SLA, or non-compliance of regulatory guidelines, will attract liquidated damages to the extent that the claim is made against the bank. The Bank reserves the right to recover this amount from any dues payable or to accrue to the selected bidder in future in any form.	Request for change in clause	We request to cap such penalty to a maximum of INR10,00,000 lacs	Clause stand as per RFP
40	43		If the selected Bidder fails to provide any of the services after starting of operations, as per the terms of this RFP, the Bank shall be entitled to charge penalty/ liquidated damages @ 5% of the monthly bill, per week or part thereof.	Request for change in clause	This is already covered as part of Liquidated damages for 100000 per week of delay. So this may be deleted.	Penalty of 5% is applicable after Go live of respective module, subject to a total capping of 10% of Contract Value.
41	45	19. Penalty Clause:	Total penalty mentioned for above and Liquidated damages shall be subject to maximum of 10% of the total cost of ownership. However, any penalty imposed by the Govt./RBI/ any other statutory body due to act/failure of conduct of bidder or its agents shall be entirely borne by the bidder. Once the maximum limit of the penalty is reached, the Bank may consider termination of the contract, after invoking Performance Bank Guarantee submitted by the Selected Bidder.	Request for change in clause	The total penalty for LD Shall be capped at 10 Lacs and SLA penalties shall be capped at 5% of the monthly invoice value.	Clause stand as per RFP

42	52	30. Exit Option and Contract Re-Negotiation	<p>The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.</p> <p>The Bank shall have the option of purchasing the product from third-party suppliers, in case such product is available at a lower price and the Selected Bidder's offer does RFP Ref. No. : DIT/BPR&BTD/OA/2074/2019-20 dated 14/08/2019 Page 53 of 106 not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.</p> <p>As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly, The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment</p>	Request for change in clause	We request to delete the section.	Clause stand as per RFP
43	52	30. Exit Option and Contract Re-Negotiation	<p>The Bank reserves the right to withdraw the order or Re-Negotiate at any point of time, in the event of happening one or more of the following Conditions:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Failure of the Selected bidder to accept the contract / work order and furnish the Performance Guarantee within 30 days of receipt of purchase contract; <input type="checkbox"/> Delay in offering; <input type="checkbox"/> Delay in commissioning project beyond the specified period; <input type="checkbox"/> Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods; <input type="checkbox"/> Serious discrepancy in project noticed during the testing; <input type="checkbox"/> Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank. <input type="checkbox"/> Serious discrepancy in completion of project. <input type="checkbox"/> Serious discrepancy in maintenance of project. 	Request for change in clause	Please include that the order can be withdraw/terminated only for material breach only and will be terminated if the the breach is not cure within 30 days of cure period notice.	Clause stand as per RFP
44		35. Termination for Convenience	Bank, by written notice sent to the Selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience for any reason what-so-ever.	Request for change in clause	We request to delete the provision for termination for convenience.	Clause stand as per RFP

45		36. Effect of Termination	The Bank shall make such prorated payment for services rendered by the selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of clause of termination, provided that the selected bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be applicable to selected Bidder. There shall be no termination compensation payable to the selected bidder.	Request for change in clause	We request to include that Bank will pay for HW/SW procured and cost committed upon termination based on the Termination compensation schedule as mutually agreed.	No payment in any head, other than the one mentioned in Commercial Bid format, shall be made
46	42	7. Payment Terms and Paying Authority	Bills raised by the selected bidder would be payable by the respective member Bank on receipt of invoice along with supporting MIS. Payment will be effective from the date the selected bidder takes over the job of Door Step Banking. The bills pertaining to each month, for all services rendered during each month, shall be submitted to the respective Member Bank within 20 days of the succeeding month. While submitting bills, the Bidder has to submit photocopies of the receipt of wages duly acknowledged by his employees engaged in Door Step Banking Service activity. Final payment shall be released subject to deductions of penalties if any.	Request for change in clause	We request to include Bidder invoices to be paid within 30 days from the Bidder's invoice date. We submit that in the event Bidder is not paid undisputed invoices even after the payment due date, the Bidder should have the right to suspend the services and/or terminate the contract upon written notice to the Bank. Any amount not paid by the Bank when due will bear interest at the rate of 15% per annum. We submit that the provision on delayed payments should be included in the contract.	Clause stand as per RFP
47			New section	Request for change in clause	We request all one time expenses including Hardware, software and implementation cost to be paid as one time charges as per the payment term mutually agreed. The service charges can be paid on per transaction basis on quarterly in advance for the minimum committed volumes and any additional volumes if any for the quarter can be invoiced along with next month.	Payment terms are based on per service basis. Clause stand as per RFP.
48	42	10. Price	10. Price The bidder shall keep the price valid for 12 months from the last date of opening of commercial bid. Under no circumstances, Bank shall bear any increase in the prices. Benefit of downward revision in price on the basis of increased number of transaction after annual review, shall be passed on to the member Banks; as per commercial format.	Request for change in clause	We would like to clarify that the price quoted will be fixed for 3 years and there will be no review of rates annually. There will a minimum committed on the volumes. The quantum of reduction of volumes above 20% need to be quoted by bidder and should not be specified by Bank.	Clause stand as per RFP

49	79	Annexure – H PRE CONTRACT INTEGRITY PACT	<p>10. Price Fall Clause</p> <p>The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU or Coal</p> <p>RFP Ref. No. : DIT/BPR&BTD/OA/2074/2019-20 dated 14/08/2019 Page 83 of 106</p> <p>India Ltd and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.</p>	Request for change in clause	Request to delete this clause.	Clause stand as per RFP
50	39	Order details	<p>The RFP document is being published by Anchor Bank on behalf of all the member Public Sector Banks to engage the service provider for implementation of Door Step Banking Solution. Successful bidder has to execute an agreement with the member Banks on same terms and conditions. Work Order will be placed by Anchor Bank in the name of selected bidder as per requirement. The payment will be made by member Banks and the Performance Bank Guarantee for order will be required to be submitted to Anchor Bank. The amount payable to the Service Provider (selected bidder) shall be based on the actual amount of work done without any guarantee of a minimum number of centers/ customers/ calls.</p>	Request for change in clause	Under this RFP will all the Banks will place the order with the selected bidders at on go or it will be on each bank to decide whether to place or when to place.	All the Banks shall place order in one go
51	39	Item2	<p>Order Details The amount payable to the Service Provider (selected bidder) shall be based on the actual amount of work done without any guarantee of a minimum number of centers/ customers/ calls.</p>		SP has to deploy men and materials including conveyance and the outgo will be sizeable . The bank should tell how many men are required at sites and call centre as men once employed is very difficult to be removed during contract period and what is the minimum guaranteed calls for computing the cost and pricing	Bidder has to calculate the same based on requirement and indicative transaction volume mentioned in the RFP, in order to meet the Turn Around time (TAT)
52	39		<p>Order Details The RFP document is being published by Anchor Bank on behalf of all the member Public Sector Banks to engage the service provider for implementation of Door Step Banking Solution. Successful bidder has to execute an agreement with the member Banks on same terms and conditions.</p>		RFP makes no mention of DSB services provided to Banks under the guidance of RBI / MHA circular where in only CIT agencies basis network are mandated to carry cash for banks. For any vendor to qualify they need to be partner with a qualified CIT provider	Specified Services may fall under guidelines for BC Agents.

53	50	27	Audit by Third party : The RFP document is being published by Anchor Bank on behalf of all the member Public Sector Banks to engage the service provider for implementation of Door Step Banking Solution. Successful bidder has to execute an agreement with the member Banks on same terms and conditions.	x	The amount to be given to third party to be quantified now as it has to be included in cost for price discovery	Pl refer corrigendum
54	16	12	Disclaimer Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers		Request more information	Query / Suggestion is not admissible
55	17	21	The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to mistakes of the personnel / agents recruited by them and/or malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder shall not exceed the total cost of the order value. However, in case of any Penalty/Charges imposed by Statutory Bodies/Regulators/Court due to failure of bidders in performing its responsibility as a part of scope of work and other terms and conditions of this RFP/ Subsequent contract; same shall be borne by the bidder on actual basis.		We would suggest the below: The Bidder shall be liable for actual proven loss or damages suffered by the Bank. Further, the Service Provider shall not be liable for monetary amount greater than the total amount paid or due for the immediately preceding three (3) months of arising of cause of action by virtue of services rendered under the Agreement. The bidder should not be held liable for third party claims. Also, Under no circumstances both the parties shall be liable to the other for any direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the contract, but not limited to, loss of revenue or anticipated profits or lost business.	Clause stand as per RFP
56	46	4.89		0	Further, we suggest to add the below clause: RECONCILIATION OF REPORTS /STATEMENTS: The reconciliation of the reports /statements should be followed by the Bank on day to day basis for the services provided by the Vendor/SB. In case of any error/s or discrepancies found during the verification the Bank should inform or notify the Vendor/SB within 48 hours and maximum within Seven days from the time the MIS reports/statements submitted by the Vendor/SB failing which the reports/statements submitted by the Vendor/SB shall stand confirmed as correct and undisputed. The Vendor/SB shall not entertain any claims or liabilities raised by the Bank later than prescribed time hereinabove.	Clause stand as per RFP

57	39	4	Compliance with all Applicable Laws	<p>The selected bidder (on behalf of all the consortium partners, agents etc) shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives</p> <p>.....in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all actual proven claims or demands of liability and consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the vendor.</p>	Clause stand as per RFP
58	40	6	PERFORMANCE BANK GUARANTEE	<p>Performance Bank Guarantee</p> <p>The selected bidder (hereinafter called vendor) shall be required to provide a Bank Guarantee for Rs.8,00,00,000.00 (Rupees eight crore only) to Anchor Bank, issued by any scheduled commercial bank, (other than Anchor Bank) valid for the tenure of 3 years plus a claim period of 3 (three) months from the date of execution of the SLA, indemnifying any loss to the Bank for Work order issued by Anchor Bank. The bank guarantee shall be provided to the</p> <p>The Bank should serve with pre invocation notice to rectify the error or breach if any, within the time period specified in the said notice before the Bank can decide to invoke the guarantee at its sole desecration. Further, the Bank should agree that it shall not invoke the performance Bank guarantee beyond the losses suffered by the Bank which is directly attributable to the bidder and shall return the same to the bidder upon expiry or termination of the contract.</p>	Clause stand as per RFP

59	42	9	Insurance	<p>insurance</p> <p>a. The selected bidder shall obtain adequate insurance cover against all kinds of risks including fidelity clause for the loss arising from acts of omission / commission / dishonesty of its employees and / or agents and would be required to keep the insurance policy alive at all times during the currency of the agreement.</p> <p>b. The loss-payee endorsement of such insurance policies shall be in favor of the Bank and it shall be ensured that the amount of claim, if any, shall be paid by the insurance</p>	<p>Business team to confirm the same. Further, to add the below Disclaimer: The bidder shall under no condition/s be responsible for any losses incurred because of any acts of Terrorism Warlike situations/ Bomb explosion, losses arising from any floods, natural calamities, earthquake or and any incidents under Force Majeure, Tsunami, Act of Foreign Enemy, hostilities, civil war, Rebellion, insurrection, Civil Commotion, Military or Usurped Power, Seizure, Capture, detainment by the order of any government or any other authority. Hence losses under such situations cannot be lodged by the bidder.</p>	Please refer Force Majure Clause
60	42	10	Price	<p>The bidder shall keep the price valid for 12 months from the last date of opening of commercial bid.</p> <p>Under no circumstances, Bank shall bear any increase in the prices. Benefit of downward revision in price on the basis of increased number of transaction after annual review, shall be passed on to the member Banks; as per commercial format.</p>	<p>Bank shall always be prompt in payment and in case of delay Bidder should be entitled to charge interest @ 18% p.a from the date of outstanding till the amount actually released by the Bank. Further, Bidder should also be entitled to suspend the services in case Bank fails to make payment on time and the Bank agrees that such suspension shall not be termed as breach of the Agreement..</p>	Clause stand as per RFP

61	42	11	Liquidated Damages	<p>Notwithstanding the Bank's right to cancel the order, liquidated damages at Rs. 1,00,000.00 (Rs. One Lakh Per week) will be charged for every week's delay in the specified implementation schedule. The Bank reserves its right to recover these amounts in the mode as it deems fit and proper such as adjusting from any payments to be made by Anchor Bank to the bidder etc. without prejudice to its other rights and contentions available under the Law (s) for the time being in force. Any loss caused to the</p>	<p>. Further, either penalty or liquidate damages should be levied and not both. Further, before levying penalty, Bidder should be allowed to rectify the error/breach, if any within a specified time.</p> <p>Further, the Bank shall not adjust any amount payable to the bidder from the Bidder's monthly service bills unless and until authorised in writing by CMS.</p>	Clause stand as per RFP
62	42	12	Fidelity and Secrecy	<p>the bidder and its employees/personnel will strictly and individually undertake not to communicate or allow to be communicated to any person or divulge in any way any information relating to the process of Door Step Banking Services and all information whatsoever concerning or relating to the Bank/Member bank/concerned branch and its affairs to which the said employees/personnel will have access in the course of performance of the contract. The bidder shall be responsible for the following</p>	<p>. Further, the Bank shall not adjust any claim losses from the Bidder's monthly service bills unless and until authorised in writing by the Bidder.</p> <p><u>To incorporate the below Disclaimer:</u> The Bidder shall under no condition/s be responsible for any losses incurred because of any acts of Terrorism Warlike situations/ Bomb explosion, losses arising from any floods, natural calamities, earthquake or and any incidents under Force Majeure, Tsunami, Act of Foreign Enemy, hostilities, civil war, Rebellion, insurrection, Civil Commotion, Military or Usurped Power, Seizure, Capture, detainment by the order of any government or any other authority. Hence losses under such situations cannot be lodged by the bidder.</p>	Please refer Force Majeure Clause

63	43	13	Force Majeure	<p>Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:</p> <p><input type="checkbox"/> Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics, <input type="checkbox"/> Acts of any Government, including but not limited to war,</p>	<p>To add the words strike, bandh.</p> <p>Further, the provision relating to indemnity, confidentiality shall survive till the termination and/or expiration of the contract.</p> <p>Further, to incorporate the below:</p> <p>Also, the Bidder shall not be responsible for any losses sustained under any events of Force majeure. The Bank shall also not withhold any dues payable to CMS against the services provided by CMS.</p>	Clause stand as per RFP
64	45	19	Penalty Clause	<p>Penalty Clause. <input type="checkbox"/> The Selected Bidder shall perform its obligations under the respective work order and the agreement entered into with the Bank, in a professional manner.</p> <p><input type="checkbox"/> If the Selected Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for nonperformance.</p> <p><input type="checkbox"/> If the solution, or</p>	<p>Further, before levying penalty Bank should provide cure period of 30 days to cure the breach if any.</p>	Clause stand as per RFP

65	46	20	Indemnity	<p>indemnify</p> <p>The Selected Bidder agrees to indemnify and keep indemnified the Bank against all actual proven losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.</p> <p>The Selected Bidder agrees to indemnify and keep indemnified the Bank against all actual proven losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the</p>	<p>Bidder shall only be liable for the proven losses which are direct attributable to the Bidder. <u>For ease referece, we have high lighted the suggestions in red color and struck of the words.</u></p> <p>Further, we suggest to add the below:</p> <p>The Bidder will not be responsible for any of data loss attributed to any reasons of force majeure or for other reasons beyond the control of the Vendor (e.g. Natural calamity, electricity failure, data migration, system failure, virus etc.). The Bidder will not be responsible for any malfunctioning of the system due to virus attacks, tampering with the existing software system/data base, hardware/operating system, Database related problems and any fake, forged, soiled, loose notes or for the notes which is not issued by RBI during the agreement. However, in case of proven theft, fraud or misappropriation directly attributable to the Bidder or its representatives, the actual amount of loss will be paid.</p>	Clause stand as per RFP
66	47	21	Independent Service Provider	<p>The selected bidder and/or its employees, agents and representatives shall perform all services hereunder as an Independent Service Provider on a nonexclusive basis and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or, master and servant or, employer and employee between the parties hereto or any affiliates or subsidiaries thereof or, to provide either party with the right, power or authority,</p>	<p>Busienss team to confirm the entire clause.</p>	RFP Clause is self explanatory

67	48	24	Compliance With Laws	<p>The selected bidder hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank. b. The selected bidder has represented that their company holds all valid, licenses/registrations as may be required under the laws</p>	<p>Further, would suggests to add the below: Notwithstanding anything contained here in the RFP, in case of specific directions provided by a regulator or a government authority or on account of applicable law should compliance of the same lead to any changes required to be done in the manner in which the Services are performed and the same results in an additional cost for the bidder, the bidder will perform the services as per the requirements stated in the agreement. Any cost of additional effort or work due to changes in applicable government laws and regulations would have to be borne by the Bank and have the right to demand the same from the Bank and accordingly will mutually decide on the revised fees prior to continuation of such Services by the bidder.</p>	Clause stand as per RFP
68	50	29	Resolution of Disputes	<p>RESOLUTION OF DISPUTES The selected Vendor and the Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner: a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice. b. The matter will be referred for negotiation between authorised officer / of BANK and the Authorized Official of the Vendor. The matter shall then be</p>	<p>Would suggest Mumbai as place of Arbitration. Further, all disputes arising between the parties with respect to this Agreement shall be subject to the exclusive jurisdiction of the courts at Mumbai. Further, the bidder shall also be entitled to suspend the services in case Bank fails to make payment on time and Bank agrees that such suspension shall not be termed as breach of the Agreement</p>	Clause stand as per RFP

69	52	30	Exit Option and Contract Re-negotiation	<p>the bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract; <input type="checkbox"/> Delay in offering equipments for pre-delivery Inspection; <input type="checkbox"/> Delay in delivery beyond the specified period; <input type="checkbox"/> Delay in completing installation / implementation of Cash Recycler 	<p>Prior to cancelling the order, Bidder should be served with a 30 days written notice period to cure the breach.</p>	<p>PI refer clause 32 which reads as under : Termination The Bank shall be entitled to terminate the agreement with the selected bidder at any time by giving Thirty (30) days prior written notice to the selected bidder.</p>
70	53	31	corrupt and fraudulent practices	<p>As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:</p> <p>"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND</p> <p>"Fraudulent Practice"</p>	<p>Following exceptions to be included:</p> <ul style="list-style-type: none"> - The Reasonable and Bona Fide Expenditures do not violate the law if they are directly related to either of the following: - The promotion, demonstration, or explanation of products or services or - The negotiation, execution, or performance of a contract with a foreign government or agency. <p>Both the parties shall comply with Prevention and corruption (Amendment) Act, 2018 and as amended from time to time</p>	<p>Clause stand as per RFP</p>

71	53	32,33,34,35,	Termination	<p>the bank shall be entitled to terminate the agreement with the selected bidder at any time by giving Thirty (30) days prior written notice to the selected bidder. The Bank shall be entitled to terminate the agreement at any time by giving notice if:</p> <p><input type="checkbox"/> The Selected bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice.</p> <p><input type="checkbox"/> The Selected bidder (i) has a winding up</p>	<p>Both the parties should be able to terminate the Contract in whole or in part, at any time for its convenience by giving 30 days prior written notice to the other. Further, the Bidder should also be entitled to terminate the contract by providing 30 days written notice to the Bank in case Bank fails to make payment on time or in case of non payment. Further, In case of non payment or delay in payment, bidder shall be entitled to suspend the services till the time the payment is actually released by the Bank and such suspension shall not amount to breach of the Agreement. Further, referring to the effect of termination clause, the bank should serve the bidder with pre-invocation notice to rectify the breach, before the bank guarantee can be invoked.</p>	Clause stand as per RFP
72	56	37	Arbitration	<p>All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in</p>	<p>We should further add the below: The Parties to submit to exclusive jurisdiction of Indian Court only. The seat of Arbitration shall be Mumbai. Each Party shall bear the cost of preparing and presenting its case and the cost of arbitration, including fees and expenses of the arbitrators shall be shared equally by the Parties unless the award otherwise provides. Notwithstanding any other provision of this Agreement, any party shall be entitled to seek injunctive or other provisional relief from court of competent jurisdiction at Mumbai pending the final decision or award of the arbitrator(s).</p>	Clause stand as per RFP

73	57	38	Applicable Law & Jurisdiction of Court	<p>The Contract with the Selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at City of Head office of Individual member Bank in India. (with the exclusion of all other Courts).</p>	<p>We would suggest to keep Mumbai as the exclusive jurisdiction.</p>	<p>Clause stand as per RFP</p>
74	57	39	Limitation of Liability	<p>Limitation of Liability Bidder's aggregate liability under the contract shall be limited to a maximum of the cost of ownership. This limit shall not apply to third party claims for a) IP Infringement indemnity. b) Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, total cost of ownership at any given point of time, means the aggregate value of the work orders placed by Bank on the Bidder that gave rise to</p>	<p>We would suggests the below: The Service Provider's liability shall be limited to proven losses/ claims resulting from the wilful misconduct or gross negligence of the Service Provider, its employees or subcontractors, damage to real or tangible or intangible property by the Service Provider, its employees or subcontractors, infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations. Further, the Service Provider shall not be liable for monetary amount greater than the total amount paid or due for the immediately preceding three (3) months of arising of cause of action by virtue of services rendered under the Agreement. The bidder should not be held liable for third party claims. Also, Under no circumstances both the parties shall be liable to the other for any direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the contract, but not limited to, loss of revenue or anticipated profits or lost business.</p>	<p>Clause stand as per RFP</p>

75	57	40	No Set-off, counter-claim and cross claims	In case the Successful Bidder has any other business relationship with member Banks, no right of set-off, counter-claim and cross-claim and/ or otherwise will be available to the Successful Bidder. However, Bank shall have such rights against the Successful bidder.	. Further, the bank should also not have the right to set-off, counter-claim and cross-claim available with them.	In case the Successful Bidder has any other business relationship with member Banks, no right of set-off, counter-claim and cross-claim and/ or otherwise will be available to the Successful Bidder. Similarly , member Bank shall also not have such rights against the Successful bidder.
76	58	43	Adoption of Integrity Pact:	The entire clause	Further, both the parties should comply with Prevention of Corruption (Amendment) 2018, Act and as may be amended from time to time. All the clauses should apply mutually to both the parties.	RFP Clause is self explanatory
77	59	44	Non-Disclosure	The entire clause	This clause should survive till the termination and/or expiration of the Agreement.	RFP Clause is self explanatory
78	61	Annexure - B	(Detailed Scope of Work)	(Detailed Scope of Work)	Further, referring to E (13), we should not agree Bank service charge will be lien marked in the account of customer.	Query is not admissible
79	77	Annexure - G	PROFORMA FOR PERFORMANCE BANK GUARANTEE	PROFORMA FOR PERF	. The invocation of Performance Bank Guarantee will not be justified merely because the party invoking the bank guarantee has some claim of damages against the party who furnished the bank guarantee. The Bank should serve pre invocation notice to rectify the error or breach if any, within the time period specified in the said notice before the Bank can decide to invoke the guarantee at its sole discretion. Further, the Bank should agree that it shall not invoke the performance Bank guarantee beyond the "actual proven" losses suffered by the Bank which is directly attributable to the bidder and shall return the same to the bidder upon expiry or termination of the contract. The word "actual proven" should be added wherever the word loss, is appearing herein.	Clause stand as per RFP

80	79	Annexure - H	PRE CONTRACT INTEGRITY PACT	PRE CONTRACT INTEGRITY PACT	<p>Further, both the parties should comply with Prevention of Corruption (Amendment) 2018, Act and as may be amended from time to time.</p> <p>All the clauses should apply mutually to both the parties. Further, referring to clause 8.1 (iv), 9, the EMD should not be encashed before serving us with a pre-invocation notice to rectify the reach, if any within a period of 30 days. Further, referring to clause 12, the place of jurisdiction would be Mumbai.</p>	RFP Clause is self explanatory and equally applicable to both parties
81	13, 86	4. Earnest Money Deposit, Annexure - J	Format of Bank Guarantee (EMD)	Format of Bank Guarantee (EMD)	<p>Further, the word "irrevocably" should be deleted.</p> <p>The Bank should serve the pre-invocation notice to rectify the error or breach if any, within the time period specified in the said notice before the Bank can decide to invoke the guarantee at its sole discretion/immediately on demand. Further, the Bank should agree that it shall not invoke the performance Bank guarantee beyond the losses suffered by the Bank which is directly attributable to the bidder and shall return the same to the bidder upon expiry or termination of the contract.</p> <p>Further, wherever, Bank guarantee/EMD is getting used in the said RFP, the above suggestion would apply.</p>	Clause stand as per RFP
82	88	Annexure - K	Undertaking to be given by the Bidders	<p>.....d. We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction</p>	<p>It is suggested that bank to amend the clause to include no material legal action as there are lot of litigations which have no bearing on the co financial and affairs.. "No material legal action is pending against us for any cause in any legal jurisdiction</p>	Clause stand as per RFP

83	89	Annexure - I	Undertaking to abide by all By-Laws / Rules / Regulations	<p>..... We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out</p> <p>Further, would suggest the below modifications: We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any actual proven claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions directly attributable to the Bidder, that may be instituted taken or preferred against the Bank by whomsoever and all actual proven losses, damages, costs, charges and expenses arising out of noncompliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.</p>	Clause stand as per RFP
84	93	Annexure - P	Undertaking Letter on the vendor's letterhead for Central Minimum Wages Act & Labour Laws.	<p>Undertaking Letter on the vendor's letterhead for Central Minimum Wages Act & Labour Laws.</p> <p>. Further, if we would be hiring person who are on the pay role of company under section 25 of the Companies Act and which Company is accordingly, registered under NEEM Regulations, the Remuneration/ Stipend shall be paid as a single consolidated amount and such payment will not attract any statutory deductions or payments applicable to regular employees i.e. PF/ESI etc...</p>	Requirement in the RFP clause shall be met without any deviation
85	97	Annexure - T	NON-DISCLOSURE AGREEMENT	<p>NON-DISCLOSURE AGR</p> <p>. Further, NDA should be mutual between the parties. Further, obligation of the Bidder with respect to maintainability of the Confidential Information should be till termination and/or expiration of the Agreement. Further, the indemnity clause (clause 9d) should be deleted from NDA. If not, Bidder should be liable for actual proven losses and for acts directly attributable to the bidder. Further, the receiving party should be allowed to retain one set of confidential information for archival purpose. Further, would suggest the place of Arbitration to be Mumbai and courts of Mumbai shall have the exclusive Jurisdiction to try any dispute</p>	Clause stand as per RFP

86					<p>We further suggest to incorporate the below: TRANSIT LOSS/ SEIZURE BY GOVT :</p> <p>During the Cash pickup and Delivery operation if the cash in the custody of the custodian or cash in van is seized by any Government Authority during either the election period, search operation by police or any intelligence tip or inquiry of any incident or robbery then in such circumstances, bidder/Service Provider shall not be held responsible for any such seizure by the Govt. authorities and under no circumstances, the Bank shall be entitled to adjust any such amount against the amount/ fee payable to Bidder/Service Provider. Notwithstanding what is stated hereinabove, in the aforesaid event the SB shall 1) immediately on seizure by the Government Authority inform the Bank about the seizure and co-operate with the Bank for recovering such amount from the appropriate Government Authority and, 2) produce official proof such as seizure memo/documents. Expenses incurred for recovering the cash in custody of the Government department shall be borne by the Bank.</p>	Bidder has to take entire responsibility of security of the Cash. Necessary permission, license if any, required for this purpose, has to be obtained by the bidder. Bank has no role in this regard.
87					<p>We further suggest to incorporate the below: RECONCILIATION OF REPORTS /STATEMENTS:</p> <p>The reconciliation of the reports /statements should be followed by the Customer on day to day basis for the services provided by the Service Provider. In case of any error/s or discrepancies found during the verification the Customer should inform or notify the Service Provider within 48 hours and maximum within Seven days from the time the MIS reports/statements submitted by the Service Provider failing which the reports/statements submitted by Service Provider shall stand confirmed as correct and undisputed. Service Provider shall not entertain any claims or liabilities raised by the Bank later than prescribed time hereinabove.</p>	Query / Suggestion is not admissible
88		2		Objective	Would we required to do arrangements seprtaly for every member bank or it will be run as a univarsal mechanism	Central Server may be same having separate instance/ integration with member Banks
89		3.7		Sub Service area	What is the criteria of sub service area? Also please mention method of defining service area.	Sub Service Area may be referred as cluster of 10-15 Centers

90		IV(A)(a)(i)		Scope of work	Is there any language preference for call center setup?	Pl refer RFP Clause - Technical Specification. Choice of language shall be on the basis of area to be served with Hindi and English as base language
91		IV(A)(a)(ii)(i ii)		Scope of work	Is member bank will provide any customer authentication access on there CIB.	Customer Authentication should be on the basis of standard methods viz. Aadhaar /OTP/ Card Authentication etc. Respective Bank will advise the same.
92				Integration with existing banking system	Will bank arrange certification and other slots for intigration with NPCI?	It is Bidder's responsibility. Bank shall provide assistance.
93				Implementation of phases	Is there any time line decided for implimanation of phase B. (Financial Transactions)	Implementation schedue is mentioned in the RFP
94				Compliances approval cost	Who will bear compliances approval cost?	Query not admissible. However, any cost other than commercial bid, shall be borne by the bidder.
95		Part IV (A) a)...		Lead Generation ... based on customers data and preference	What would be the extent of data that Service Provider would be required to acquire and store - required for sizing	To be calculated by the bidders
96				For Calls relating to Bank's specific system ...integration of Common Call Centre	Will all the call centres of all banks be standards based ?	Yes
97				What would be estimated user base of Non-Financial and later Financial Transactions	Required for Pricing and Sizing of all components of the solution	Indicative number of calls may be referred for the purpose.
98		Part IV (B) ...		Backup of all trading (??) data	Is this a typo for tracking? or there will be trading also on the platform in which case the details of scope must be extended	Clause shall be read as Backup of all tracking data
99	15, 59, & 97	Part II - 10, Part V - 44 Annexure T	10. Confidentiality 44. Non-disclosure		Bidder requests that confidentiality obligations has to be applied on mutual basis to protect the interests of both the parties. Hence request to make the clause mutual in the NDA format Annexure T.	Clause stand as per RFP

100	18	Part II - 16	<p>16. Acceptance of Terms</p> <p>A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.</p>		<p>Bidder requests that the acceptance of the terms of the RFP shall be subject to the clarifications contained herein. Bidder also requests that the final binding agreement shall be negotiated mutually and submission of response to RFP shall not be stated as a reason to accept the terms in the final contract without negotiation.</p>	Clause stand as per RFP
101	17	Part II - 17	<p>17. RFP Response</p> <p>All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.</p>		<p>Bidder would like to clarify that the Bid submissions are made for the sole purpose of evaluation of the Bidder w.r.t RFP and thus the response may be used for the said purpose and not otherwise.</p>	Clause stand as per RFP
102	17	Part II - 21	<p>21. Indemnity</p> <p>The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to mistakes of the personnel / agents recruited by them and/or malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder shall not exceed the total cost of the order value. However, in case of any Penalty/Charges imposed by Statutory Bodies/Regulators/Court due to failure of bidders in performing its responsibility as a part of scope of work and other terms and conditions of this RFP/ Subsequent contract; same shall be borne by the bidder on actual basis.</p>		<p>Bidder would like to clarify that the Bidder will not be liable for any indirect, consequential, and incident damages, loss of profit, arising out of this indemnity.</p> <p>Bidder requests that the total liability shall be limited to the amount paid in the 12 months immediately preceding the date of the claim.</p>	Clause stand as per RFP
103	41	Part V - 5	<p>5. Solicitation of employees</p> <p>The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.</p>		<p>Bidder agrees with the exception for public advertisement, however, requests to delete the exceptions mentioned under sub-clause (i) and (ii)</p>	Clause stand as per RFP
104	46	Part V - 20	<p>20. Indemnity</p> <p>Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from</p>		<p>Bidder would like to clarify that the Bidder will not be liable for any indirect damages. Hence, request to delete the term indirectly.</p> <p>Bidder requests that the final binding agreement & the deed of indemnity shall be mutually negotiated considering the interests of both the parties.</p>	Clause stand as per RFP

105	49	Part V - 25	25. Right to incorporate Changes The Bank reserves right to incorporate changes in the application/project if new feature is implemented by Government and/or Bank's competent authority etc. and should be part of scope including the necessary customization.		Bidder assume that all new customization/enahncement will chargeable and bank will pay additionally on mutuallly agreed commercials	RFP Clause is self explanatory. No change in the clause
106	50	Part V - 27	27. Audit by Third Party Bank at its sole discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank. The audit charges shall be borne by the selected bidder.		Bidder assume that bank will give 15 days prior notice or any audit. Though it's bank appointed audit, we request bank to borne the audit charges.	Please refer Third Party Audit and reated corrigendum Clause.
107	50, 56, 57	Part V - 29, 37, 38	29. Resolution of Disputes 37. Arbitration 38. Applicable law & Jurisdiction of court		1. Bidder requests the seat of arbitration and jurisdiction to be Chennai. 2. Clause 29 and 37 are contradictory to each other. Bidder requests that Arbitration shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 (not both in accordance with the Rules of Arbitration of the Indian Council of Arbitration and Arbitration and Conciliation Act, 1956) 3. Bidder requests that Jurisdiction and venue for arbitration to be mutually negotiated considering the interests of both the parties.	Clause stand as per RFP
108	53	Part V - 32, 33, 34, 35	32. Termination Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so. 33. Termination for Insolvency 34. Termination for Default 35. Termination for Convenience		1. Bidder requests deletion of termination for convenience and jurisdiction should be in Chennai. 2. Any and all termination under the agreement shall be with cause and after giving notice of minimum 90 days to remedy the breach, if any, hence, Bidder requests for a minimum of 90 days notice period for termination. 3. Bidder requests for mutual termination rights for default, insolvency and breach. 4. Bidder requests that termination rights to be mutually negotiated considering the interests of both the parties.	Clause stand as per RFP
109	57	Part V - 39	39. Limitation of Liability Bidder's aggregate liability under the contract shall be limited to a maximum of the cost of ownership. This limit shall not apply to third party claims for a) IP Infringement indemnity. b) Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, total cost of ownership at any given point of time, means the aggregate value of the work orders placed by Bank on the Bidder that gave rise to claim, under this RFP. c) Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ work order		1. Bidder would like to clarify that the Bidder shall not be liable for any special, consequential, indirect, punitive or exemplary damages. Hence, sub-clause (c) to be deleted. 2. Bidder requests that the cap on liability be fixed as 10% of the total cost of the Project. 3. Bidder requests that liability limits to be mutually negotiated considering the interests of both the parties. Also Bidder requests that any and all indemnity for IP infringement shall be subject to the exceptions that use of the product/services shall be in line with the agreement and there shall not be any modification to the product/services without the prior consent of the Bidder and use shall not be in combination with any infringing materials.	Clause stand as per RFP

110	100	Annexure T	(d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.		1. Bidder agrees to cover the indemnification under this SLA or Agreement. Hence, Bidder requests deletion of indemnity from NDA.	Clause stand as per RFP
111	101	Annexure T	(f) Jurisdiction of Court: All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts at City of Head office of Individual member Bank in India.		1. Bidder requests for Chennai jurisdiction and any disputes shall be resolved through arbitration proceedings at the first instance.	Clause stand as per RFP
112		General			Bidder requests inclusion of clauses on Intellectual Property, Non-Solicitation etc. in the final binding agreement.	Clause stand as per RFP
113	10	Eligibility	The bidder should have positive net-worth in last three financial years (i.e. 2016-17, 2017-18 & 2018-19)		Bidder would request bank to amend this clause as" The bidder should have positive net-worth of last 2 financial years among last three financial years (i.e. 2016-17, 2017-18 & 2018-19)"	Clause stand as per RFP
114	11	Eligibility	The bidder / any partner should be in business of providing Business Correspondent / Banking agent / doorstep services for at least 3 years and have availability of delivery channel and must have provided services in India as on date of submission of bid.		Bidder would request bank to amend this clause as" The bidder / any partner should be in business of providing Business Correspondent / Banking agent / doorstep services for at least 1 year and have availability of delivery channel and must have provided services in India as on date of submission of bid."	Clause stand as per RFP
115	61	Annexure B Detailed Scope of Work	1. The Call Centre Solution should be capable of Customer Grievance Redressal mechanism i.e. registering the customer grievance details in the application, which can forward the grievance to respective Banks		We assume that integration with all member banks call centre solution is in the scope. Request bank to confirm	Yes
116	61	Annexure B Detailed Scope of Work	2. For calls related to Bank's specific system e.g. Hotlisting of cards, Accounts related information, etc., Routing the calls to respective Bank through integration of Common Call Centre with the existing call centre of the Bank.		Is there scope for integration with all member banks call centre?	Yes

117	10	3. Eligibility Criteria	<p>The Bidder should have minimum annual turnover of Rs. 25 Crores per year during the last three financial years (2016-17, 2017-18 & 2018-19).</p> <p>In case of a wholly owned subsidiary, the net worth of parent/ holding company will be taken into consideration</p> <p>- Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three financial years (2016-17, 2017-18 & 2018-19) should be submitted along with Auditor's Certificate.</p>		<p>FY-19 financials are under process of auditing. We request Bank to consider CA certificate against the given requirement for FY 19 balance sheet.</p>	<p>Clause modified as under: The Bidder should have minimum annual turnover of Rs. 25 Crores per year during the last three financial years (2016-17, 2017-18 & 2018-19).</p> <p>In case of a wholly owned subsidiary, the net worth of parent/ holding company will be taken into consideration</p> <p>- Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three financial years (2016-17, 2017-18 & 2018-19) should be submitted along with Auditor's Certificate. In case Audited Balance Sheet for FY 2018-19 is not ready then Bidder has to submit provisional Balance Sheet</p>
118	10	3. Eligibility Criteria	<p>The bidder should have positive net-worth in last three financial years (i.e. 2016-17, 2017-18 & 2018-19)</p> <p>-Copies of the audited balance sheets of the company showing positive net-worth of the company for the consecutive last three financial years (2016-17, 2017-18 & 2018-19) should be submitted along with Auditor's Certificate.</p>		<p>FY-19 financials are under process of auditing. We request Bank to consider CA certificate against the given requirement for FY 19 balance sheet.</p>	<p>Pl refer corrigendum</p>
119	20	24. Bid Price	<p>..... All taxes should be quoted at the prevailing rates at the time of bid submission. Any variations in the taxes quoted by the Bidder which are not in line with the applicable rates prevailing for such equipment/services may entail rejection of the Bidders proposal.</p>		<p>As mentioned in the commercial template of RFP, we understand that bidder is to quote commercials exclusive of all the taxes. Request Bank to confirm and modify the mentioned clause accordingly</p>	<p>RFP Clause is self explanatory</p>
120	27	3. Commercial Evaluation	<p>In the event the bidder has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. However, for the purpose of actual payment to the selected bidder, original commercial bid of L1 shall be considered</p>		<p>Request Bank to remove this clause.</p>	<p>Clause stand as per RFP</p>

121	32	c) Service Delivery Application Interface:	The application has to be integrated with member Bank's SMS gateway for sending updates to customers.		We understand that bidder is required to integrate with the Banks SMS gate way, SMS service will be provided & cost of same will be borne by the individual members Banks, Request Bank to confirm.	No cost other than Commercial Bid format shall be bear by any member Bank.
122	34	B) Data Centre, Disaster Recovery Infrastructure, Hosting and Operation management:	Shall get application audited from CERT-IN certified auditors before or within 3 months of deployment of application		We assume cost of such audits will be borne by the Bank, Request Bank to confirm	Cost of same has to be borne by the bidder
123	34	B) Data Centre, Disaster Recovery Infrastructure, Hosting and Operation management:	All the data will be stored in proper interoperable format and regular backup will be "provided to the Bank/Sync to Bank's Server on Quarterly basis. Upon cessation of contract, all the Software, latest Source-code and data with reference to customers, service will be provided to the member Banks.		Source code is intellectual property of the bidder, hence the same shall be available to the Bank on escrow basis. Request Bank to confirm on this.	Clause stands modified as under All the data will be stored in proper interoperable format and regular backup will be "provided to the Bank/Sync to Bank's Server on Quarterly basis. Upon cessation of contract, all the Software, data with reference to customers, service will be provided to the member Banks.
124	55	35. Termination for Convenience	Bank, by written notice sent to the Selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience for any reason what-so-ever.		Request Bank to remove this clause as termination cannot be based on the convenience of the Bank.	Clause stand as per RFP

125	65	General Details of the Bidder	B. Financial Position of Bidder for the last three financial years		FY-19 financials are under process of auditing. We request Bank to consider CA certificate against the given requirement for FY 19 balance sheet.	<p>Clause modified as under: The Bidder should have minimum annual turnover of Rs. 25 Crores per year during the last three financial years (2016-17, 2017-18 & 2018-19).</p> <p>In case of a wholly owned subsidiary, the net worth of parent/ holding company will be taken into consideration</p> <p>- Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three financial years (2016-17, 2017-18 & 2018-19) should be submitted along with Auditor's Certificate. In case Audited Balance Sheet for FY 2018-19 is not ready then Bidder has to submit provisional Balance Sheet</p>
126	67	Commercial Bid	Note: Unit Rate shall not exceed Rs. 5/- per successful call for entire contract period		Request Bank to remove this clause and allow bidder to quote freely with out any restrictions	Clause stand as per RFP
127	68	Commercial Bid	** In each category, for increase of 20% in total call per annum; unit rate shall reduce by quantum of 10% of quoted rate.		Request Bank to remove this clause and allow bidder to quote freely with out any restrictions	Clause stand as per RFP
128	68	Commercial Bid	Note: Unit Rate shall not exceed Rs. 75/- per call in any category for entire contract period.		Request Bank to remove this clause and allow bidder to quote freely with out any restrictions	Clause stand as per RFP
129	69	Commercial Bid	TABLE - 3 - Tentative quantity of services per annum*		We assume that bidder is required to quote table 1, table 2 mentioned volumes in the given column, Request Bank to confirm	RFP Clause is self explanatory
130	69	Commercial Bid	TABLE - 3		We understand that L1 bidder will be finalized based on the TCO calculated as per the given table i.e. for per annum TCO, Request Bank to confirm	RFP Clause is self explanatory
131	69	Commercial Bid	** In each category, for increase of 20% in total call per annum; unit rate shall reduce by quantum of 10% of quoted rate.		Request Bank to remove this clause and allow bidder to quote freely with out any restrictions	Clause stand as per RFP
132	70	Commercial Bid	11. Lowest Bidder (L1) will be determined on Grand Total for the period of contract i.e. 3 years (Total Cost of Ownership, i.e. TCO).		it is mentioned that L1 bidder will be finalized on TCO calculated for entire contract period, However in the table 3 provided it is mentioned that TCO is calculated per Annum, Request Bank to clarify.	Clause stand as per RFP
133	70	Commercial Bid	11. Lowest Bidder (L1) will be determined on Grand Total for the period of contract i.e. 3 years (Total Cost of Ownership, i.e. TCO).		We assume that L1 and L2 bidder will be given 60:40% contracts considering the TCO calculated as per table 3 of the commercial template (TCO per Annum) Request Bank to clarify.	RFP Clause is self explanatory

134	96	Annexure – S	FINANCIAL CERTIFICATE - 2018-19		FY-19 financials are under process of auditing, we wish to highlight that Chartered Accountant's will not sign/certify a provisional financial statement before completion of audit process. Hence we will be in a position to share unaudited financials. Request Bank to consider the same	Pl refer corrigendum
135	66	Annexure D	Original Solution Developer Authorization Form (OAF)	Original Solution Developer Authorization Form (OAF)	Please suggest what is required in this as MAF is already asked in other annexure.	OAF is for the purpose of Software and MAF is for Hardware
136	30	Part IV	Bidder has to ramp up/down as per Bank's request at 45 calendar days" notice for up to 20% increase/decrease of FTE at individual locations; beyond a 20% increase/decrease of FTE at individual locations.	Scope of Work	Clause incomplete. Please provide remaining clause for beyond 20% increase/decrease	Bidder has to ramp up/down as per Bank's request at 45 calendar days" notice for up to 20% increase/decrease of FTE at individual locations; beyond a 20% increase/decrease of FTE at individual locations within 90 days
137	32	Part IV	o Single Sign-On for all Bank's applications Payment Gateway, Payment Wallet integration.	Scope of Work	Please provide the thought process, purpose and use case behind providing SSO. Will this SSO be between Agent Portal/Agent App and all the Banks?	Following clause stand deleted: Single Sign-On for all Bank's applications Payment Gateway, Payment Wallet integration. However SSO may be given for Admin role within DSB Application
138	32	Part IV	Integration with Bank's other related Applications	Scope of Work	Please provide the list of applications and their platforms.	CBS and allied ADC Services

139	33-34	B	§ Hosting application in at least tier-3 data center or equivalent Cloud Infrastructure. Data Center / DR Site must be situated in India Only. Deployment over block chain technology may also be explored, if approved / permitted by the Banks.	Data Center, Disaster Recovery Infrastructure, Hosting and Operation management	The requirement is not matching with one on page 29 i.e. "The bidder has to provide an end to end Solution for Door Step Banking Solution across the Banks on a high availability technology architecture having DC & DR in India on Hosted/ Service Provider's On-Prem Model along with all required Hardware, Mobile App, Web Portal, Call Centre, Connectivity with NPCI / Bank's system, Software application, Manpower for door step delivery and Facility Management Services.". Please amend the clause accordingly	Clause to be modified as: The bidder has to provide an end to end Solution for Door Step Banking Solution across the Banks on a high availability technology architecture having DC & DR in India on Cloud Architecture/ Hosted/ Service Provider's On-Prem Model along with all required Hardware, Mobile App, Web Portal, Call Centre, Connectivity with NPCI / Bank's system, Software application, Manpower for door step delivery and Facility Management Services. The bidder has to share the high level Architectural Diagram of the proposed solution to the Bank.
140	61-64	Annexure B		Detailed Scope of Work	Multiple requirements seems to be mismatch between Part IV Scope of Work Section and Annexure B e.g. Infrastructure, Handheld Devices, Customer Grievance Redressal (in Call Center), Lead Generation etc. Also some new requirements are added i.e. "15 Also develop a mechanism for inclusion of any new query of applicant into the existing FAQ. Alerting system for every SLA breach has to be there." Request to amend the Annexure B and Part IV accordingly.	PI refer corrigendum
141	103	Annexure U	Bandwidth	Technical Bill of Material	A) As per TRAI norms SI is not allowed to resell Bandwidth. Request to delete the clause as it will be out of scope for bidder. B) Bidders understanding is that network link between DC/Cloud and respective member bank will be provided by the respective bank. Kindly confirm.	Bidder has to size and coordinate for deployment of bandwidth. Actual bandwidth shall be procured by the Bank and cost shall be borne by the respective Bank.
142	34	Part IV	Blockchain	Data Center, Disaster Recovery Infrastructure, Hosting and Operation management	Please suggest the use case and requirement for Blockchain.	This is an option available to the Solution Provider

143	31	Part IV	Bidder has to provide holistic CRM, Knowledge management system, Workforce Management system, Quality management tools	Scope of Work	Please provide below: A) Thought process for CRM requirement and owner of the CRM B) Detailed Requirements of CRM. C) Will the Knowledge Management System gets knowledge contribution by employees of 18 banks? If yes, please provide detailed requirements. D) For Quality Management Tools kindly provide detailed requirements	For the purpose of this RFP, CRM tool is limited to the analysis of customers registered for DSB. KMT and Quality Management Tool shall be based on the basis of overall Scope of Work of the RFP.
144	General	General	Integration	Integration	It is assumed that SI is responsible for exposing and consuming integration services/APIs etc from the application solution provided by SI only. The changes (if any) from existing application(s) of Bank (s) needs to be done by the respective Bank. Kindly confirm.	In case of change at Bank side, SI shall be duly informed to incorporate and test the system before deployment.
145	General	General	Transaction Volumes	Transaction Volumes	Please provide transaction volumes and TPS for each process and application in scope and YoY growth rate.	Indicative transaction volume is given in the RFP.
146	General	General	User Count and Concurrency	User Count and Concurrency	Please provide User Count and Concurrency for each application in scope and YoY growth rate.	To be calculated as per indicative cal volume
147	General	General	General	General	Request to please provide extension of 6 weeks from date of publishing of query responses	Please refer Bank's website for extension notice.
148	9	2	List of Member Banks -18 members	2.Objectives	Is it an agreed commitment from all banks or is it optional for member banks to Join in this project ? Kindly confirm the same as bidder need to assess the scope and deliverable based on it.	All the member Banks present in the identified center, shall participate in the project.
149	9	2	Door Step Banking through Universal touch Point ,is a service by which customers can avail many of the banking transaction services through the Agent engaged by the Bank.	2.Objectives	A) Can the BC agents already engaged by the existing arrangement of each bank be leveraged by the Bidder or should the bidder deploy additional set of agents to do DSB services. B) How many touch points are expected across India which will be covered through these 100 centers ? C) Will the respective bank specify the touch point location ?	A) Bidder should deploy additional set of agents to do DSB services. B) Calculation has to be done by the bidder on the basis of factors like population, indicative transaction volume etc. C) Bidder has to decide. Moreover for current RFP Touch Point refers to Mobile App/ Web Portal / Call Center and Delivery Points are Agents
150	10	2	The prospective bidders are required to adhere to the terms of this RFP document and any deviations to the same shall not to be acceptable to anchor bank	2.Objectives	Request to allow the bidder to submit Assumptions/Deviations wherever required.	No assumption/ deviation allowed; unless agreed by the way of Prebid response, Corrigendum, Addendum;

151	11	3	5. The bidder / any partner should be in business of providing Business Correspondent / Banking agent / doorstep services for at least 3 years and have availability of delivery channel and must have provided services in India as on date of submission of bid.	3. Eligibility Criteria	Currently we are providing BC services thru our BCO partners. Is this criteria acceptable? Please Clarify.	Concerned agency must be part of Consortium
152	11	3	7. The bidder / any partner should have proper support organization structure for each cluster of 10-15 Sub Service Areas to carry out the Banking Agent activity successfully in 100 locations.	3. Eligibility Criteria	Can we show the BCO partner's organization structure who currently manages the field operations of BC projects delivered through the bidder?	Concerned agency must be part of Consortium
153	11	3	The bidder / any partner should have proper support organization structure for each cluster of 10-15 Sub Service Areas to carry out the Banking Agent activity successfully in 100 locations.	Eligibility Criteria	A) How many sub service areas would be there in one particular center ? B) How many banking agents will be required in each cluster of sub service areas as part of delivery commitment from bidder. C) How many agents are required per center?	A) No such concept of SSA within Center ? B) to be calculated by the bidder. C) to be calculated by the bidder. Turn Around Time mentioned in the RFP has to be met.
154	24	III, 2	3. Total nos. of Skilled Employees (including Agents i.e. Feet on Street) / Resources (in India).	Technical Scoring Criteria	Currently the bidder is employing corporate BCOs to deliver the BC services for Banks. Hope this Model is acceptable and the employees and agents engaged through the Corporate BCs can be considered for this criteria.	Agents considered for this purpose must be engaged with the bidder or its consortium partner, through valid agreement.
155	24	III, 2.B	B.1 . No of Assignment carried out by Bidder / any partner on setting up & management of contact centre operations B.2 Total No. of Skilled Employees / Resources (in India) available	Evaluation Criteria for Contact Centre	Please suggest if the Bidder's partner BCO who deliver BC services be considered to meet this criteria.	Concerned agency must be part of Consortium
156	27	3	c. The ratio of locations to be ordered between L1 & L2 will be 60:40.	3. Commercial Evaluation	A) How the segregation of centers will happen between the 2 successful bidder? B) Will each bidders set up centers ? C) Will 2 different solution, different toll free numbers be used ? Need More clarity on this Point.	PI refer RFP document.
157	29	IV	The Bank invites proposal from the prospective bidders to provide agents (DSB agents on behalf of member banks) for Implementation of Door Step Banking Services through UTP services on OPEX model. The required infrastructure viz: Agents, Hand Held Devices / Mobile Device (if required), Space, etc. will be provided by the Service Provider	IV. Scope of Work	Please provide detailed volumetric projection to arrive at appropriate price point. To improve the viability can the bidder resort to bring your own device for the agents? Need more details.	PI refer RFP document. Devices to be used by Bidder, has to be provided by the bidder itself
158	29	IV	The bidder has to provide an end to end Solution for Door Step Banking Solution across the Banks on a high availability technology architecture having DC & DR in India on Hosted/ Service Provider's On-Prem Model along with all required Hardware, Mobile App, Web Portal, Call Centre, <u>Connectivity with NPCI / Bank's system.</u>	IV. Scope of Work	The service provider / Bidder is not an AUA/ ASA. Will NPCI allow direct connectivity from the bidder DC ? Is Hosting of mobile application - member bank's scope ? Please confirm Need more clarity.	Anchor Bank (or any other Bank as decided at the time of implementation) shall act as AUA. Hosting of Mobile App is responsibility of Bidder

159	29	IV	The Selected Bidder is required to deploy an end to end solution including all requisites viz. trained workforce, space, hardware, software, application etc	IV. Scope of Work	Does it include the HHD / POS given to the DSB agents? Can the DSB agent procure his own device ? Space - Are the agents supposed to have dedicated office space for this project?	RFP Scope is self explanatory
160	29	IV	New Customers can lodge a request using Aadhaar+OTP verification or any other authentication method finalised by the bank.	IV. Scope of Work	What are the possible expected authentication options other than AADHAR+OTP as solution scope needs to be decided? For initial validation from a new customer will the authentication request be routed through the bank chosen by the customer ? How calls from existing clients needs to be authenticated ? Will bank provide APIs for Integration?	Bidder has to suggest as part of proposed solution. Aadhaar + OTP is one of the indicative standard method. It may be based on Debit Card or OTP based authentication through API based integration with Bank's CBS/ ADC switch. API has to be provided by the bidder for consumption by the Bank.
161	30	A.a.i	Queries / request related to PSB loans should be addressed. Further, other queries or request related to various other common services rendered by PSBs which are being rendered or shall be introduced time to time will be addressed from common call centre.	Indicative Flow Diagram	Is the call center Executive expected to respond without consulting the respective bank SPOC/ Help Desk? If so will the FAQs be shared by all participating banks ? Whether DSB agent will forward the call to the respective bank call center or he will get the request first and he will take it up with respective member bank for resolution ? Please clarify the approach.	For Calls related to queries in nature, FAQ shall be provided by the Banks.
162	30	A.a.i	For calls related to Bank's specific system e.g. Hotlisting of cards, Accounts related information, etc., Routing the calls to respective Bank through integration of Common Call Centre with the existing call centre of the Bank.	Indicative Flow Diagram	Is the ticket expected to get closed once we get the response from respective bank call center and route the response to the customer ? If so what is the TAT for the existing call centers of the Participating banks to provide response. How call would be routed to member bank call centre from UCB and how SLA would be tracked for such cases ? What is the call center timing / Operating window time ?	Ticket shall be closed after getting response from respective Bank's Call Centre.
163	30	Part IV	Scope of work	Scope of Work - Call centre FTE sizing	Needs details on volumes to be handled by call centre agents for calculating no of agents : Approx. no of incoming call, outgoing call , requests and complaints through web portal/ mobile which needs to be serviced Alternatively bank can specify no of agents required at each of the 3 locations and BCP location Can we have volumetric data on language wise calls expected at call center to have an effective planning.	Indicative transaction volume is given in the RFP.
164	30	Part IV	Lead Generation and sharing the same to members Bank based on the customers data & preference.	Scope of Work - Call centre FTE sizing	What is the mechanism for lead generation envisaged by bank?	Through CRM Analysis of calls received by Call Centre, nature of service calls etc
165	30	Part IV	Queries / request related to PSB loans should be addressed.	Scope of Work - Call centre FTE sizing	What is bank expectation from agents on queries related to PSB loans?	To guide the customer on the basis of FAQ

166	31	A.a.b	As this Interface is to be- used by the Call Center Executive, Number of Screens and Data input fields are to be kept minimum. Form will be approved by the Bank	b) Service Request Handling Application	Will the specification of forms and other requirements be common across banks and hope Anchor bank will provide the same to the Service provider? What information of the customer will be made available to the person at the call center to validate and process the request of the customer ?	Yes. Bidder has to propose through API
167	31	A.a.C	The application should be platform agnostic i.e. supporting all platform viz. Android / IOS / Windows etc..	c) Service Delivery Application Interface	Can we have the exhaustive list of platforms on which the app is expected to run?	Android and IOS
168	31	Part IV	Common web portal/ mobile app for customer	Scope of work	Need volume details for sizing the application - no of customers , expected growth rate and no of concurrent logins	Indicative transaction volume is given in the RFP .
169	32	Part IV	Feedback call to be conducted by call center executive after the delivery of the service to the customers	Scope of Work - Call centre FTE sizing	Can bidders propose automated feedback calls just like promotional calls	Call has to be taken by the bidder. SMS based Feedback may also be implemented
170	33	A.a.C	Upon submission of application, Bank's service charge will be lien marked in the in the account of customer. After successful completion of service request, charges will be debited and deposited to respective Bank's Pool Account. Service request will be accepted only if lien marking is possible in the account by the Bank. In second phase of implementation, Agent shall collect the said charges for the required service in cash, if citizen has no account with the Bank. Same shall be deposited electronically in the account of respective Bank through the Agents account on the spot.	c) Service Delivery Application Interface	Is it the charges payable by the applicant / customer to the respective bank for the requested service? Is it common across banks? How the agent will come to know about the applicable charges for respective service delivered ? If sufficient funds are not available, what will happen to the request lodged by the customer ?	Charges shall be directly deducted from customer's account in advance. Charges shall be common across the Bank. Central System need to execute debit transaction before confirmation of the call.
171	33	A.a.C	All the transaction and payment details should be properly logged. For every financial transaction that is carried out by the Agent, receipt must be provided to the citizen in the form of an SMS prompt or through a Micro-ATM / POS (Point of Sale) machine.	c) Service Delivery Application Interface	Should there be an additional SMS that needs to be triggered from service provider system besides the CBS triggered SMS ?	May depend on the service type
172	33	A.a.C	All 100 centres must have at least one Supervisor in each centre along with one dedicated Project Manager in each centre.	c) Service Delivery Application Interface	What is the projected number of agent locations across all 18 banks in total. How many agents are expected to be deployed at each centre? Based on the number of agents managed by a centre, can we have / plan supervisor / project manager?	to be calculated by the bidder
173	33	A.a.C	All change requests have to be fulfilled without any additional fee. At any instant of time, The Bank may change work-flow or add some SMS or tracking or add new module without any additional cost.	SOW - Service Delivery Application Interface for BC	Any major CR due to regulatory changes cannot be serviced without additional cost. Is this negotiable? All new change request will be fulfilled at mutually agreed rates based on effort estimation	Clause stand as per RFP
174	33	A.a.C	The selected bidder will provide dialer along with solution for call-recording, all the calls will be recorded from the time when Agent made calls to citizen regarding Appointment.	c) Service Delivery Application Interface	What is the retention period required to store the recorded call data ?	3 months online 10 years offline

175	34 B	<p>All the data which includes Service related and Customer Data is sole property of respective Bank only and it must be ensured that it is not being stored.</p> <p>All the data will be stored in proper interoperable format and regular backup will be "provided to the Bank/Sync to Bank's Server on Quarterly basis. Upon cessation of contract, all the Software, latest Source-code and data with reference to customers, service will be provided to the member Banks.</p>	B) Data Center, Disaster Recovery Infrastructure, Hosting and Operation management	<p>Certain data need to be stored to provide MIS and Dash board, As per this Para, which are all the data expected not to be stored. Please elaborate.</p> <p>What do we mean by Source Code in this context ? The IP will be with the service provider only. Only the customer / Bank related data will be returned. Is this understanding correct. Please clarify.</p> <p>The applications/solutions are the part of the IP assets of the bidder and more so the operating model for the project is OPEX one hence it is not practice to share the bidder solution/application source code to each member bank .</p>	No transaccional data shall be stored in HHD/ Server of the proposed solution. Data required for MIS shall be stored in secure manner with the permission of the Banks. Bidder may have to integrate the MIS with ADF system of the Banks for automated MIS pulling, if required.
176	34 Part IV	<p>All the data which includes Service related and Customer Data is sole property of respective Bank only and it must be ensured that it is not being stored.</p>	Data Center, Disaster Recovery Infrastructure, Hosting and Operation management	Please clarify on the data storage expectation from solution providers.	No transaccional data shall be stored in HHD/ Server of the proposed solution. Data required for MIS shall be stored in secure manner with the permission of the Banks
177	34 Part IV	<p>In case of deployment is proposed over Cloud Infrastructure then the Cloud service provider should be MeitY (Govt. of India) empanelled and STQC audit compliant for Public Cloud service offering of PaaS and IaaS</p>	Data Center, Disaster Recovery Infrastructure, Hosting and Operation management	The Bidder is already certified by Cert-In auditor and Big 4 audit firm. Request consider the STQC Audit report conducted for MeitY certification as compliance for this clause.	Clause stand as per RFP
178	35 B	<p>Service area & timing</p> <p>Service area of catering of every Banking Agents will be 5-10 kilometre depending on the accessibility of the area</p>	B) Data Center, Disaster Recovery Infrastructure, Hosting and Operation management	<p>Is the distance mentioned from the base location of the agent ?</p> <p>How is the customer requests mapped to the agent ? - is this to be automated based on the Geo tagging ? Please elaborate the requirement.</p> <p>How the service area boundary be measured ?</p> <p>If there is an existing BC agent of the respective bank in that area, and still do we need to deploy agents under this model?</p> <p>If there is a centre having more than 10km service area, What are the additional commercials attached to this scenarios?</p>	5-10 kilometer from the base branch. Request to be mapped with nearest available agent. Service area to be mapped within 5-10 KM of identified branches.
179	35 B	<p>Service area & timing</p> <p>All request generated up to 3:00 P.M. should be completed within 3 hours of request generation and request generated after that should be completed by 1:00 pm next working day.</p>	B) Data Center, Disaster Recovery Infrastructure, Hosting and Operation management	The SLA is more stringent and can this be relaxed further ? . As some calls may require multiple visits and the SLA need to different for various list of services and it can not be the same for all services. Practical and feasible SLA can be suggested.	Clause stand as per RFP
180	36 Service typ(to be rendered through agents)	<p>p.Service provider is supposed to deploy banking agents to provide following services to the customers of the member banks as per indicative list.</p>	Service typ(to be rendered through agents)	What are the proposed/futuristic services expected during the project period? Any additional service /customisation of application /solution will follow Change Management Process.	Shall be informed to selected bidder

181	36	Service typ(to be rendered through agents)	In case of Cash Deposit/ Cash Withdrawal services, entire responsibility of cash management, security, insurance (Cash/ Fidelity etc.), Cash Van (if required for movement of cash) etc. reside with the bidder.	Service typ(to be rendered through agents)	What are the cash limits of the transactions per day per agent? What are the od facility extended by designated bank/branch to the agent of that center? What are the reconciliation arrangements to be adhered and the role of the successful bidder? What is the average / cap on the ticket size of financial transaction. The current projected payout for all type of financial transaction is not a viable one. Further if cash volume projected is more, then Cash Van with Armed Guard (as per RBI directions) would increase the operational cost.	Cash Management is part of bidder's responsibility. Per transaction cap on Cash transaction shall be Rs 10000/-. OD Facility is not a part of this RFP. If required, bidder may arrange at their own.
182	36	Manpower & Training	Bidder shall engage the number of Agents depending on the requests received. The number of Agents should be proportionate to the request received and in no case there should be any delay in the service for want of Agents.	Manpower & Training	Number of agents depend on the services and transactions and service area. Request bank to share Centre wise proposed transactions/services list.	to be calculated by the bidder
183	36	B	Pre-Service Request: Where action is required before the agent reaches the customer for the completion of request. Delivery of Account Opening forms/ TD advice/ Draft/ account statement/interest certificate etc. after collecting from branch.	B) Data Center, Disaster Recovery Infrastructure, Hosting and Operation management	Is these considered as Financial / Non Financial Transaction. Please give clarity.	Other than Cash Deposit and Cash withdrawal, every thing is non financial
184	36	B	Post-Service request: Where action is required after the banking agent reaches the customer first viz. Cheque pickup/ cheque requisition slip pickup/ authorization for payment of tax/pickup of 15G & 15H / mandate for DD etc..	B) Data Center, Disaster Recovery Infrastructure, Hosting and Operation management	Are these considered as Financial / Non Financial Transaction. Please give clarity. Cheque collection -What is the TAT expectation. How do we manage delay due to unforeseen event like agent falling sick or accident. Any plan on additional services likely to be added in future ?	Other than Cash Deposit and Cash withdrawal, every thing is non financial
185	36	B.P.ii	Services like ; Request Account Statement	B) Data Center, Disaster Recovery Infrastructure, Hosting and Operation management	Is the agent expected to print it from his Device ? Or to collect from the branch and deliver it ? Please elaborate. What transactions are envisaged to be processed by straight through process which do not required any intervention of the UCB agent. Please explain the exact flow for each type of transaction to be followed by UCB agent	Collection from branch
186	36	IV.B.	Agents recruited by bidder should have good knowledge /experience of handling important data,. Agents involved in the work should preferably imparted with IIBF course for BC/BF or similar courses in due course of time to make them aware of Banking domain. Cost of the same shall be borne by bidder	Manpower & Training	Please suggest if the certification is mandatory or desired.	RFP Clause is self explanatory

187	37	IV.B.	d) Agents should have a vehicle with them. e) Agents will have to visit multiple times, if required, for fulfillment of a service. There won't be any additional fee paid for multiple visits. f) All the deployed resources should be Minimum qualification of (10+2), with knowledge of handheld devices.. g) All the deployed resources should be able to speak in Hindi / English and local dialect	Manpower & Training	1. Is vehicle mandatory? 2. Huge travel expenses expected due to multiple visits. Any reimbursement possible? 3. Whether the agent should speak Hindi mandatorily pan India?	1. Required for maintaining TAT 2. No reimbursement other than one mentioned in commercial bid? 3. Hindi/ English/ local dialect?
188	37	IV.B.	Proposed solution shall provide Dashboard based facility to the member Banks for monitoring / tracking of service call / complaints and grievances related to the service provided. The tracking module shall be linked with GPS Tracking system and must be updated on real time for call updates.	Others	Is this the GPS tracking for the devices ? Please clarify.	RFP Clause is self explanatory
189	38	IV.B. b	Following documents of the Agents shall be furnished by the Bidder at the time of agreement with the member Bank. i. Identification Proof ii. Address Proof iii. Satisfactory Police Verification Certificate iv. Engagement Letter of issued by the employer v. Direct or Tripartite Agreement (as the case may be) with the bidder and employer and agent clearly spelling the terms and conditions, scope of work, ethics of service delivery and remuneration structure. vi. Account details of the Agent	Others	Can these things be submitted after the execution of agreement and agents are on-boarded?	Yes to be submitted by selected bidder
190	38	Part IV	The DSB solution & System will be verified by CISO of Banks in view of Information Security mechanism followed by DSB Service Provider.	Others	Solution and system can be verified by one bank and a letter can be issued by them which can be circulated across all member banks.	Each member Bank may give their input which should be binding upon the bidder
191	38	Part V	Direct or Tripartite Agreement (as the case may be) with the bidder and employer and agent clearly spelling the terms and conditions, scope of work, ethics of service delivery and remuneration structure.	Others	Solution providers usually do not sign direct contract with BC agents. It is always with the agency. So relevant content from such agreements can only be shared.	Direct or Indirect agreement must be available for this purpose
192	39	V.2	The amount payable to the Service Provider (selected bidder) shall be based on the actual amount of work done without any guarantee of a minimum number of centers/ customers/ calls.	2. Order Details	For viability of this program, can there be any upfront advance payment that can be release by the bank for resource mobilisation?	No
193	39	V.3	The selected bidder has to complete the implementation process as per Scope of Work mentioned herein above within eight (08) weeks from the date of issuance of Letter of Intent.	3. Schedule of Implementation	Please allow bidder to suggest the appropriate implementation timelines seeing huge scope for implementation and integration with 18 different banks and their respective applications.	Clause stand as per RFP
194	39	Part V	The amount payable to the Service Provider (selected bidder) shall be based on the actual amount of work done without any guarantee of a minimum number of centers/ customers/ calls.	2. Order details	Request the bank to provide minimum baseline transaction volumes expected.	Indicative transaction volume is given in the RFP. However no commitment can be offered

195	40	V.4	All the employees/operator deployed by the vendor for the solution must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).	4. Compliance with all applicable laws	1. Since the agents are engaged on contract / commission basis, these laws are not applicable. We assume that only for employees of the service providers or employees of corporate BCs engaged by service provider. Confirm our correctness of understanding / clarify. 2. Is there any percentage of commission stipulated to be shared with the agent.	Bidder has to certify
196	42	10.Price	The bidder shall keep the price valid for 12 months from the last date of opening of commercial bid.		Request to please amend the clause and make Bid Validity and Price validity to be 180 days from date of Technical Bid Opening date.	Clause stand as per RFP
197	42	V.10	Bank shall bear any increase in the prices. Benefit of downward revision in price on the basis of increased number of transaction after annual review, shall be passed on to the member Banks; as per commercial format.	10. Price	Can this be relaxed / waived?	Actual Clause is as below : Bank shall bear any increase in the prices. Benefit of downward revision in price on the basis of increased number of transaction after annual review, shall be passed on to the member Banks; as per commercial format.
198	42	Part V	While submitting bills, the Bidder has to submit photocopies of the receipt of wages duly acknowledged by his employees engaged in Door Step Banking Service activity.	Payment Terms and Paying Authority	Submitting copy of wage receipt would be a challenge. Need relaxation.	Bidder has to enclose certificate of compliance instead
199	42	Part V	Bank reserves the rights to inspect salary slip & payment certificates of the employees engaged at any point of time.	8. Minimum wages	Request the bank to remove this clause from RFP	Clause stand as per RFP
200	43	V 12	The bidder shall be responsible for the following insurance coverage: Fidelity Insurance Policy for the personnel of the bidder carrying cash Employee accidental policy Mediclaime for its employee Vehicle Insurance	12. Fidelity and Secrecy	1. Whether accident policy and Medi claim for employees only or for the agents also. Clarify? 2. Vehicle Insurance - Usually the individual might have covered this already. What is the expectation from the Bidder?	1. Agents shall also be covered 2. Bidder has to ensure that insurance is in force?
201	50	27.Audit by third party	Bank at its sole discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank. The audit charges shall be borne by the selected bidder.	27.Audit by third party	Bank to confirm the 3rd party audit requirements with frequency , so that bidder can consider the same in the commercials and facilitate during project period.	PI refer corrigendum
202	65	Annexure C	Enclose copies of Purchase Orders and references	Profile of Bidder	Request bank to accept case studies on bidder letter head signed by authorised signatory instead of references and PO copies	Clause stand as per RFP
203	67	Annexure E Table -1	Note: Unit Rate shall not exceed Rs. 5/- per successful call for entire contract period	Annexure E Table -1	Considering the market conditions , the cap in the rate is low and bank can consider the bidder mentioned rate for evaluation. Bidder should have freedom to quote their rates without any restrictions as ultimately order will be placed on L1 bidder moreover bank is not committing to any minimum volumes.	Clause stand as per RFP

204	67	Annexure E	Commercial Bid	Commercial Bid	The cap on the unit Rate for a successful call / financial / Non financial services mentioned as 5 & 75. which seems to be low. Can this be negotiated?	Clause stand as per RFP
205	67	Annexure E	Unit Rate shall not exceed Rs. 5/- per successful call for entire contract period	Commercial Bid	Please provide definition for a successful call.	Call closed after resolution of customer requirement.
206	68	Annexure E Table -2	Note: Unit Rate shall not exceed Rs. 75/- per call in any category for entire contract period.	Annexure E Table -2	Considering the market conditions , quantum of interfaces/integrations/developments/services per transaction , the cap in the rate is low and bank can consider the bidder mentioned rate for evaluation. Bidder should have freedom to quote their rates without any restrictions as ultimately order will be placed on L1 bidder moreover bank is not committing to any minimum volumes.	Clause stand as per RFP
207	68	Annexure – E	In each category, for increase of 20% in total call per annum; unit rate shall reduce by quantum of 10% of quoted rate.	Commercial bid	Bidder requests the bank to remove this clause as no one is having visibility of transaction volumes at this stage	Clause stand as per RFP
208	69	Annexure – E	The unit rates are freezed for initial period of 12 months from date of opening of commercial bids and thereafter rates will be finalised subject to annual review of rates. However, unit rate should not exceed as mentioned in table 1 & table 2.	Commercial bid - table 3	Bidder requests the bank to remove this clause . Rates should be fixed for a period of atleast 3 years. Request to consider Upward revision YoY based on factors like cost of living, inflation index, etc.	Clause stand as per RFP
209	70	Annexure – E	Please note that any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.	Commercial bid	Request the bank to accept the legal deviations / suggestion on the terms and conditions. These can be mutually discussed and finalised at the time of contracting. Any technical suggestion, assumptions w.r.t to solution should also be considered.	Clause stand as per RFP
210	90	Annexure M	We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid.	Undertaking by the bidder	We understand that if a bid is technically qualified for commercial opening then atleast 60% order will be awarded to the lowest bidder. Kindly confirm	RFP Clause self explanatory
211	91	Annexure – N	The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.	Undertaking Letter to the Bank on the Vendor's Letterhead	Request the bank to accept the legal deviations / suggestion on the terms and conditions. These can be mutually discussed and finalised at the time of contracting. Any technical suggestion, assumptions w.r.t to solution should also be considered.	Clause stand as per RFP
212	93	Annexure – P	Proof of compliance and labour license needs to be submitted along with the quotation).	Undertaking Letter on the vendor's letterhead for Central Minimum Wages Act & Labour Laws.	What is proof of compliance that needs to be submitted. Kindly confirm is the undertaking format in annexure P is sufficient or another document is to be submitted. Labour license may not applicable for this kind of projects.	Undertking along with License / Registration copy
213	33	Part IV	All the transaction and payment details should be properly logged. For every financial transaction that is carried out by the Agent, receipt must be provided to the citizen in the form of an SMS prompt or through a Micro-ATM / POS (Point of Sale) machine.	SOW	It is assumed that SMS cost will be borne by member bank. Kindly confirm.	Yes. However, integration is responsibility of the bidder

214	29	Part IV	Whenever a customer raises request for a service, he will have to select Bank for which he needs Service.	SOW	Our understanding is DSB is applicable only for account servicing only for Saving bank account holders. Does the scope of RFP also cover for Current Account holders, Small businesses and corporate accounts?	All type of customers
215	21	24	A bid submitted with an erroneous price quotation will be treated as non-responsive and will be rejected forthwith. Any decision of Anchor Bank in this regard shall be final, conclusive and binding on Bidders. Prices quoted must be firm and final and shall not be subject to any re-openers or upward modifications, on any account whatsoever including exchange rate fluctuations, revision in taxes, duties, levies, charges etc. The Bid Prices shall be indicated in Indian Rupees (INR) only. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.	Bid Price	Any new levy introduced by Central Govt/ State Govt or any increase in the rate of existing taxes shall be reimbursed to TCS at actuals. Also increase in the exchange rate to be passed on to the Bank.	Applicable GST shall be paid as actual
216	42	Part V 7	Bills raised by the selected bidder would be payable by the respective member Bank on receipt of invoice along with supporting MIS. Payment will be effective from the date the selected bidder takes over the job of Door Step Banking. The bills pertaining to each month, for all services rendered during each month, shall be submitted to the respective Member Bank within 20 days of the succeeding month. While submitting bills, the Bidder has to submit photocopies of the receipt of wages duly acknowledged by his employees engaged in Door Step Banking Service activity. Final payment shall be released subject to deductions of penalties if any.	7. Payment Terms and Paying Authority	Need more clarity on the payment terms. Request the bank to make monthly in advance payment with 20 days credit.	Clause stand as per RFP
217	46	Part V 19	Bank may recover such amount of penalty from any payment being released to the selected bidder, irrespective of the fact whether such payment is related to this contract or otherwise.	19. Penalty Clause	payment to the bidder should not get impacted due to the penalty outside the perview of the contract	Clause stand as per RFP
218	49	Part V 25	The Bank reserves right to incorporate changes in the application/project if new feature is implemented by Government and/or Bank's competent authority etc. and should be part of scope including the necessary customization.	25. Right to incorporate Changes	any change in the application / project leading to increase / change in the price should be mutually discussed & agreed upon	Clause stand as per RFP
219	9	2. Objectives	Agents (outsourced third-party) would basically render Banking (Non-Financial in first phase and Financial in Second Phase after successful rollout of first phase or as decided by the Banks) services within the norms stipulated by Reserve Bank of India.		What is the timeline for first phase and second phase? Does this also mean that the scope, volume, effort and commercials with reference to "financial category" are to be considered for a different duration within the total contract period? Please elaborate.	Both may start simultaneously or may be seggregated, in that case it shall be advised to the bidder
220	30	A-a-i	Accepting request for various services available under Door step Banking (DSB)	Common call centre	Please provide a complete list of various services available under DSB at present. What is the average daily and monthly volume of calls (covering all services) expected to be handled by common call centre staff? Please provide the approximate % split of total call volume by each service.	No such existing service implemented. Indicative transaction volume given

221	30	A-a-i	Queries / request related to PSB loans should be addressed. Further, other queries or request related to various other common services rendered by PSBs which are being rendered or shall be introduced time to time will be addressed from common call centre.	Common call centre	Please provide a complete list of various products (loans, cards, etc.) that are to be serviced by common call centre staff. Please provide the approximate % split of total call volume by each service.	Pl refer scope of work
222					There are currently 22 languages as per schedule of the constitution. Please provide the approximate % split of total call volume by each language. In case a language is not available on a particular day, is that still considered an acceptable level of service? In case of addition of any language to the schedule 8 of the constitution in future, is the service provider expected to cater to that language as well? If yes, what is the expected timeline to be given to service provider to comply with each new additional language?	Breakup cannot be given at this juncture. Bidder may have assumption on the basis of geographical location of the proposed centers
223	30	A-a-i	The Selected Service Provider should operate Contact Centre at multiple location (minimum of 3) in across India to cater all customer languages as per 8th schedule of constitution.	Common call centre	Do you have any preference to any particular locations? If yes, please specify.	Shall be equally distributed across the country
224	30	A-a-i	The Selected Service Provider should operate Contact Centre at multiple location (minimum of 3) in across India to cater all customer languages as per 8th schedule of constitution.	Common call centre	Is there a minimum and/or maximum number of common call centre staff that are recommended to be placed in each location? If yes, please specify.	Shall be sufficient to handle the cal volume as per RFP Scope
225	30	A-a-i	A common call centre on behalf of all members Banks has to be provided by bidder as part of this solution.	Common call centre	Since there will be requests taken for multiple banks apart from the anchor bank - will there be a variation in the nature of the request / complaint etc by Bank?	May be envisaged
226					For lead generation are campaigns expected to be run for individual member banks?	No
227					How will data privacy concerns be addressed through customer for Bank A vs Bank B	Need to be addressed by the bidder
228	30	A-a-i		Common call centre	What operational window is expected to be supported by common call centre staff (E.g.: 9 AM to 6 PM from Monday to Friday for outbound calls, 24/7 for inbound calls, etc.)?	Pl refer RFP Scope of Work
229					What are the expected holidays for the common call centre staff? Will the normal bank holiday calendar apply for them as well?	Shall be available 24*7*365
230	30	A-a-i	Service Provider should be able to meet the Contact Centre Service Level of 85% of the calls answered within 20 Seconds.	Common call centre	Apart from the ones mentioned here, are there any additional SLA that the contact centre is expected to comply with? If yes, please specify those.	This is applicable for Call Center
231			Overall Calls abandoned without servicing should be <3%. Agent Occupancy should be at 70%.		What is the operational definition for TAT target? How will the contact center be measured on this?	SLA for contact center is mentioned in the RFP
232	30	A-a-i	Span of Control for the agents per Team leaders not to exceed >15, TLs to Manager ratio not to exceed 8, One location head at VP level.	Common call centre	What is the span expected for other support staff - Quality analysts, Trainers, WFM resources, Dialer management resources?	To be claudated to meet SLA
233					Is there an expectation on the percentage of calls that are required to be quality monitored? If yes, please specify the same.	20-25%

234	30	A-a-i	Bidder has to ramp up/down as per Bank's request at 45 calendar days" notice for up to 20% increase/decrease of FTE at individual locations; beyond a 20% increase/decrease of FTE at individual locations.	Common call centre	What is the expectation in terms of timelines for greater than 20% increase /decrease?	RFP Clause is self explanatory
235	30	A-a-i		Common call centre	Are there any other channels (apart from voice) that are expected to be in scope - Email, paper based, web chat, etc.?	To be proposed b the bidder
236	30	A-a-i	Bidder has to provide holistic CRM	Common call centre	Provide a brief overview of features and functionality expected to be available in CRM platform.	Pl refer other query response in this regard
237	30	A-a-i		Common call centre	Are the common call centre staff expected to manage any calls from DSB agent staff? If yes, what is the call volume expected from this channel?	Common call Center staff expected to handle call of customer
238	31	A-a-ii, A-a-iii	Common web portal, common mobile app	Common call centre	Are common call centre staff expected to manage any requests received from the mobile application / web? If yes, what are the volumes expected from those channels?	Grievance / Call Status etc must be equally available across the channel
239	33	A-c	The selected bidder will provide dialer along with solution for call-recording, all the calls will be recorded from the time when Agent made calls to citizen regarding Appointment	Service delivery application interface	Provide a brief overview of the features and functionality expected in dialer.	RFP Clause is self explanatory
240	40	Part V - 3	The selected bidder has to complete the implementation process as per Scope of Work mentioned herein above within eight (08) weeks from the date of issuance of Letter of Intent.	Implementation time	Is the expectation that the complete solution including common call centre, web portal, mobile app and DSB agent service be implemented within 8 weeks? Is this a mandatory condition to be complied with? Or is the anchor bank open to consider a longer implementation time based on proposal from service provider?	Please refer corrigendum
241	40	Part V - 4	The selected bidder shall promptly and timely obtain all such consents, permissions, approvals, license viz. UIDAI/ NPCI Certification, PCI-DSS Certification, Labor Law compliance etc. as may be necessary or required for any of the purposes of this project or	Compliance	We assume and believe that PCI-DSS certification is not required for "common call centre component" of the solution. Please validate this assumption.	Depends on the architecture & functionality proposed by the bidder
242	44	Part V - 16	The selected bidder will be required to sign SLA with all member banks (18) within 7 days of the acceptance of the Lol/PO (whichever is earlier).	Compliance	Based on our experience with similar engagements, it worked well for both the client and service provider when the service provider performance against SLAs was benchmarked for a certain agreed period post "Go Live" prior to sign off on SLAs. Is it mandatory to achieve SLA sign off within 7 days of Lol acceptance? or is anchor bank open to consider negotiation on this timeline?	Clause stand as per RFP
243	67	Annexure E	Calls pertaining to Universal Call Centre where allotment of Agent is not required is given as 50,00,000 per annum	Common call centre	We assume that these are the cumulative, total calls expected to be received through all channels - web portal, mobile app, common call centre. Out of these, how many may require common call centre staff intervention? For those calls that require call centre staff intervention, what is the expected "Average Handle Time" per call? This information will help us arrive at the approximate number of staff required in common call centre.	Back calculation to be done by the bidder

244	69		Payment will be based on actual call completed on monthly basis	Commercial bid	Please elaborate on the phrase "actual call completed".	Call with a minimum duration of 30sec; wherein ticket is closed duly.
245	92	Annexure O	We hereby confirm that we are agreeable to provide services as per SLA for a period of 3 years, extendable by another 2 years on base of performance.		In case of project extension by another 2 years, will a new price be negotiated between anchor bank and service provider? Or is there any mandate that the service provider is required to adhere to a price that is equal to or less than the price quoted for the initial 3 year period?	Mutually agreed
246				Commercial bid	A) Given that the service provider is expected to invest in building, deploying and maintaining the overall solution (including applications, infrastructure, large scale staff, etc.), we strongly recommend that there should be a minimum volume commitment from the Bank. Request to consider the same.	Clause stand as per RFP
247					B) Request to provide an advance of 20% of TCO as upfront mobilization cost.	Clause stand as per RFP
248	29	Part IV		Scope of work	Is the service provider allowed to bid for partial scope? Or is it mandatory to bid for full scope of RFP?	No
249	30	A-a-i		Common call centre	With reference to the common call centre staff, please specify the following -	Refer RFP Clause
250					- Minimum educational qualifications and certifications to be adhered to if any	Refer RFP Clause
251					- Minimum experience level to be adhered to (for various roles like Agent, Team Lead, etc.) if any	Refer RFP Clause
252					- Specific Back Ground Checks (BGC) and procedures to be followed if any	To be handled by the bidder. Banks may assist wherever possible
253					- can Service Provider initiate Knowledge transfer / training in parallel while BGC is in progress?	to be taken care by the bidder
254					- Will Anchor Bank be open to allow for a Due Diligence of its current call centre processes at a central location of Anchor Bank?	No
255					- Will Anchor Bank be ready to provide training to initial batches of call centre staff?	To be handled by the bidder. Banks may assist wherever possible
256					- Will Anchor Bank / member banks provide the training material and Standard Operating Procedures (SoPs) ? or is the service provider expected to create these?	No
257					- Are the SoPs and call scripts expected to be maintained for each language in scope?	Yes
258					- Will Anchor Bank SMEs be willing to travel to service provider locations for a couple of weeks to support Knowledge transfer and ramp-up?	To be arranged by the bidder
259					- Will there be any blackout periods or in flight projects that might impact availability of Anchor Bank SMEs / systems during Transition that the service provider needs to be aware of?	To be arranged by the bidder

260					- % of calls to be routed to respective banks for calls related to Bank's specific system (e.g. Hotlisting of cards)	Cannot be provided at present. Bidder need to do their own market survey
261					- For re-routing the calls from Common call centre PBX to respective bank call centre. It is assumed that Bidder needs to transfer the calls to respective banks Existing Toll free or DID number which will be shared with Bidder. Please validate this assumption.	Yes
262					- Bidder assumes that the Dialer based calling is required only for playing promotional messages(call blaster - proactive calling) and to take feedback from customer. Please validate this assumption.	RFP Clause sef explanatory
263					- How will the lead file (calling list / database of customers) be shared with service provider on daily basis?	Through email. However it is preferable to integrate with Bank's system through API for the same.
264					- Is the Voice call recording required for Quality Monitoring or Compliance requirements or Both?	Both
265					- What would be the retention period required for recorded voice calls?	3 months online 10 years offline
266					- Does the process require Voice recording encryption ?	Yes
267					- Is a need for self-service IVR envisaged? If yes, please provide the following details:	To be proposed by the bidder
268	30	A-a-i		Common call centre	Is there any application hosted in Client environment that is required to be accessed by common call centre staff? If yes, please provide the following details -	To be access through API
269					- Application Hosting data centers address	Not required
270					- Can it be accessed via Internet (site to site VPN)?	Through API
271					- What will be per user bandwidth required to access this application?	To be proposed by the bidder
272	30	A-a-i		Common call centre	It is assumed that there is no need for printing, scanning and fax in the common call centre. Please validate this assumption. In case of a need for any of these, please provide approximate volume details.	Bidder has to take a call
273	30	A-a-i		Common call centre	Is Air gapped (isolated) Network required? or is Firewall separated architecture with Shared Services (i.e. service provider domain, AV, Patch Management, etc) permissible?	Firewall seperated architecture

274				<p>A bid submitted with an erroneous price quotation will be treated as non-responsive and will be rejected forthwith. Any decision of Anchor Bank in this regard shall be final, conclusive and binding on Bidders. Prices quoted must be firm and final and shall not be subject to any re-openers or upward modifications, on any account whatsoever including exchange rate fluctuations, revision in taxes, duties, levies, charges etc. The Bid Prices shall be indicated in Indian Rupees (INR) only. Any decision in this regard by Bank</p>	<p>A bid submitted with an erroneous price quotation will be treated as non-responsive and will be rejected forthwith. Any decision of Anchor Bank in this regard shall be final, conclusive and binding on Bidders. Prices quoted must be firm and final and shall not be subject to any re-openers or upward modifications, on any account whatsoever including <u>excluding</u> exchange rate fluctuations, revision in taxes, duties, levies, charges etc. The Bid Prices shall be indicated in Indian Rupees (INR) only. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.</p>	<p>Clause stands as per RFP</p>
275	39	3 of Part V	Schedule of Implementation	<p>The selected bidder has to complete the implementation process as per Scope of Work mentioned herein above within eight (08) weeks from the date of issuance of Letter of Intent.</p>	<p>The selected bidder has to complete the implementation process as per Scope of Work mentioned herein above within eight (08) weeks from the date of issuance of Letter of Intent <u>or within such other extended period as may be mutually agreed between the parties.</u></p>	<p>Clause stand as per RFP</p>

276	40	4 of Part V	Compliance with all Applicable Laws	<p>The selected bidder (on behalf of all the consortium partners, agents etc) shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from</p>	<p>The selected bidder (on behalf of all the consortium partners, agents etc) shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender <u>and bank may terminate the agreement in case of failure of the bidder to comply with all applicable laws as per the termination clause</u>, and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from</p>	Clause stand as per RFP
277			<p>Compliance in obtaining approvals/permissions/licenses: The selected bidder shall promptly and timely obtain all such consents, permissions, approvals, license viz. UIDAI/ NPCI Certification, PCI-DSS Certification, Labor Law compliance etc. as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in</p>	<p>Compliance in obtaining approvals/permissions/licenses: The selected bidder shall promptly and timely obtain all such consents, permissions, approvals, license viz. UIDAI/ NPCI Certification, PCI-DSS Certification, Labor Law compliance etc. as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in</p>	<p>Compliance in obtaining approvals/permissions/licenses: The selected bidder shall promptly and timely obtain all such consents, permissions, approvals, license viz. UIDAI/ NPCI Certification, PCI-DSS Certification, Labor Law compliance etc. as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in</p>	Clause stand as per RFP

278				<p>All the employees/operator deployed by the vendor for the solution must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).</p>	<p>All the employees/operator deployed by the vendor for the solution must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).</p>	<p>Clause stand as per RFP</p>
279				<p>This indemnification is only a remedy for the Bank. The vendor 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>This indemnification is only a remedy for the Bank. The vendor 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>Clause stand as per RFP</p>

280	42	7 of Part V	Payment Terms and Paying Authority	<p>bills raised by the selected bidder would be payable by the respective member Bank on receipt of invoice along with supporting MIS. Payment will be effective from the date the selected bidder takes over the job of Door Step Banking. The bills pertaining to each month for all services</p>	<p>Bills raised by the selected bidder would be payable by the respective member Bank on receipt of invoice along with supporting MIS. Payment will be effective from the date the selected bidder takes over the job of Door Step Banking. The bills pertaining to each month, for all services rendered during each month, shall be submitted to the respective Member Bank within 20 days of the succeeding month. While submitting bills, the Bidder has to submit photocopies of the receipt of wages duly acknowledged by his employees engaged in Door Step Banking Service activity. Final payment shall be released subject to deductions of penalties if any.</p>	Clause stand as per RFP
281					<p><u>The Bank will make the payment of an undisputed invoice 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 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.</u></p>	Clause stand as per RFP
282	42	9 of Part V	Insurance	<p>a. The selected bidder shall obtain adequate insurance cover against all kinds of risks including fidelity clause for the loss arising from acts of omission / commission / dishonesty of its employees and / or agents and would be required to keep the insurance policy alive at all times during the currency of the agreement.</p>	<p>a. The selected bidder shall obtain adequate insurance cover against all kinds of risks including fidelity clause for the loss arising from acts of omission / commission / dishonesty of its employees and / or agents and would be required to keep the insurance policy alive at all times during the currency of the agreement.</p>	Clause stand as per RFP

283				b. The loss-payee endorsement of such insurance policies shall be in favor of the Bank and it shall be ensured that the amount of claim, if any, shall be paid by the insurance company directly to the Bank.	b. The loss-payee endorsement of such insurance policies shall be in favor of the Bank and it shall be ensured that the amount of claim, if any, shall be paid by the insurance company directly to the Bank.	Clause stand as per RFP
284	42	10 of Part V	Price	the bidder shall keep the price valid for 12 months from the date of opening of commercial bid. Under no	the bidder shall keep the price valid for 12 months from the date of opening of commercial bid. Under no	Clause stand as per RFP
285	43	11 of Part V	Liquidated Damages	Notwithstanding the Bank's right to cancel the order, liquidated damages at Rs. 1,00,000.00 (Rs. One Lakh Per week) will be charged for every week's delay in the specified implementation schedule. The Bank reserves its right to recover these amounts in the mode as it deems fit and proper such as adjusting from any payments to be made by Anchor Bank to the bidder etc. without prejudice to its other rights and contentions available under the Law (s) for the time being in force. Any loss caused to the	Notwithstanding the Bank's right to cancel the order, liquidated damages at Rs. 1,00,000.00 (Rs. One Lakh Per week) will be charged for every week's delay in the specified implementation schedule. The Bank reserves its right to recover these amounts in the mode as it deems fit and proper such as adjusting from any payments to be made by Anchor Bank to the bidder etc. without prejudice to its other rights and contentions available under the Law (s) for the time being in force. Any loss caused to the bank owing to non-performance of the selected bidder as per the SLA, or non-compliance of regulatory guidelines, will attract liquidated damages to the extent that the claim is made against the bank. The Bank reserves the right to recover this amount from any dues payable or to accrue to the selected bidder in future in any form.	Clause stand as per RFP

286				<p>If the selected Bidder fails to provide any of the services after starting of operations, as per the terms of this RFP, the Bank shall be entitled to charge penalty/ liquidated damages @ 5% of the monthly bill, per week or part thereof.</p>	<p>If the selected Bidder fails to provide any of the services after starting of operations, as per the terms of this RFP, the Bank shall be entitled to charge penalty/ liquidated damages @ 0.5% of the monthly bill, per week or part thereof.</p>	<p>Clause stand as per RFP</p>
287				<p>The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder. Bank may invoke the Performance Bank Guarantee for further delay in delivery, implementation and migration.</p>		<p>Clause stand as per RFP</p>
288	43	13 of Part V	Force Majeure	<p>Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:</p>	<p>Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:</p>	<p>Clause stand as per RFP</p>

289			<input type="checkbox"/> Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,	<input type="checkbox"/> Natural phenomenon, including but not limited to <u>fire</u> , floods, droughts, earthquakes, epidemics,	Clause stand as per RFP
290			<input type="checkbox"/> Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,	<input type="checkbox"/> Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,	Clause stand as per RFP
291			<input type="checkbox"/> Terrorist attacks, public unrest in work area,	<input type="checkbox"/> Terrorist attacks, public unrest in work area,	Clause stand as per RFP
292			<p>Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. During such situation the DSB service shall remain operational, however delay shall not be considered for the said period. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above. Any delay beyond 30 days shall lead to termination of contract by parties.</p>	<p>Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. During such situation the DSB service shall remain operational, however <u>The</u> delay shall not be considered for the said period. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality shall survive <u>for a period of 3 years after the</u> termination of the SLA.</p>	Clause stand as per RFP

293	45-46	19 of Part V	Penalty Clause	<p>The Selected Bidder shall perform its obligations under the respective work order and the agreement entered into with the Bank, in a professional manner.</p>	<p>The Selected Bidder shall perform its obligations under the respective work order and the agreement entered into with the Bank, in a professional manner.</p>	Clause stand as per RFP
294				<p><input type="checkbox"/> If the Selected Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.</p>	<p><input type="checkbox"/> If the Selected Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover an suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance <u>as per the relevant clause</u>.</p>	Clause stand as per RFP
295				<p><input type="checkbox"/> If the solution, or any of its components behaves erroneously which results in monetary or business loss to the Bank, then the entire amount of such loss shall be recovered from the bidder on actual basis.</p>	<p><input type="checkbox"/> If the solution, or any of its components behaves erroneously which results in monetary or business loss to the Bank; then the entire amount of such loss shall be recovered from the bidder on actual basis.</p>	Clause stand as per RFP

296				<p>Total penalty mentioned for above and Liquidated damages shall be subject to maximum of 10% of the total cost of ownership. However, any penalty imposed by the Govt./RBI/ any other statutory body due to act/failure of conduct of bidder or its agents shall be entirely borne by the bidder. Once the maximum limit of the penalty is reached, the Bank may consider termination of the contract, after invoking Performance Bank Guarantee submitted by the Selected Bidder.</p>	<p>Total penalty mentioned for above and Liquidated damages shall be subject to maximum of 10% of the total cost of ownership. However, any penalty imposed by the Govt./RBI/ any other statutory body due to act/failure of conduct of bidder or its agents shall be entirely borne by the bidder. Once the maximum limit of the penalty is reached, the Bank may consider termination of the contract, after invoking Performance Bank Guarantee submitted by the Selected Bidder.</p>	<p>Clause stand as per RFP</p>
297				<p>Bank may recover such amount of penalty from any payment being released to the selected bidder, irrespective of the fact whether such payment is related to this contract or otherwise.</p>	<p>Bank may recover such amount of penalty from any payment being released to the selected bidder, irrespective of the fact whether such payment is related to this contract or otherwise under this contract.</p>	<p>Clause stand as per RFP</p>
298	46-47	20 of Part V	Indemnity	<p>The Selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.</p>	<p>The Selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.</p>	<p>Clause stand as per RFP</p>

299				<p>The Selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.</p>	<p>The Selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.</p>	<p>Clause stand as per RFP</p>
300				<p>The Selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfill obligations by the selected vendor or its employees/personnel. All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue</p>	<p>The Selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses); loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfill obligations by the selected vendor or its employees/personnel. All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.</p>	<p>Clause stand as per RFP</p>

301				<p>Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank afterward) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.</p>	<p>Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank afterward) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.</p>	<p>Clause stand as per RFP</p>
302				<p>Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any</p>	<p>Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. The selected Bidder is required to submit the Deed of Indemnity. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Selected Bidder has sole control of defense and all related settlement negotiations. (iii) the Bank provides the</p>	<p>Clause stand as per RFP</p>

303				<p>The Selected Bidder should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:</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 Bank'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 Bank of the same); (ii) inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material; (iii) modification of a Deliverable after delivery by Bidder to Bank 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 Bank's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder .</p>	<p>Clause stand as per RFP</p>
304				<p>Negligence misconduct of the Vendor, employees, agents and its agents</p>	<p>In the event that Bank 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 Bank 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 Bank 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 Bidder shall refund the Bank the fees effectively paid for that Deliverable by the Bank 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 Bank in matters related to infringement of third party intellectual property rights.</p>	<p>Clause stand as per RFP</p>

305				Indemnity would be limited to court; tribunal or arbitrator 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.	The Selected Bidder should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:-	Clause stand as per RFP
306					Non-compliance of the vendor with Laws/Governmental Requirements-	Clause stand as per RFP
307					Indemnity would be limited to court; tribunal or arbitrator 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.	Clause stand as per RFP
308	48	22 of Part V	Publicity	Any publicity by the selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.	Any publicity by the selected bidder either party <u>other party</u> in which the name of the Bank other party is to be used should be done only with the explicit written permission of the Bank <u>other party</u> .	Clause stand as per RFP

309	49	24 of Part V	Compliance with Laws	<p>a. The selected bidder hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.</p>	<p>a. The selected bidder hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.</p>	Clause stand as per RFP
310				<p>b. The selected bidder has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labor laws. The bidder shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.</p>	<p>b. The selected bidder has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labor laws. The bidder shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.</p>	Clause stand as per RFP

311				<p>c. If at any time during the term of this Agreement, if Anchor Bank is informed or information comes to its attention that the selected bidder is or may be in violation of any terms and conditions mutually agreed between the Anchor Bank and the bidder, which proves to be unsatisfactory to the Anchor Bank, then the Anchor Bank shall be entitled to terminate this Agreement by giving not less than 630 days notice in writing.</p>	<p>c. If at any time during the term of this Agreement, if Anchor Bank is informed or information comes to its attention that the selected bidder is or may be in violation of any terms and conditions mutually agreed between the Anchor Bank and the bidder, which proves to be unsatisfactory to the Anchor Bank, then the Anchor Bank shall be entitled to terminate this Agreement by giving not less than 630 days notice in writing after providing cure period of 30 days to rectify the violation reported.</p>	Clause stand as per RFP
312				<p>d. Any regulatory changes which are necessitated in the services offered due to changes in the law or provisions or directions introduced / issued by Government of India, State Governments, other governmental authorities, Reserve Bank of India, NPCI, other regulatory authorities or due to industry level changes to be promptly provided by the selected bidder to the Bank during the contracted period at no extra cost to the bank.</p>	<p>d. Any regulatory changes which are necessitated in the services offered due to changes in the law or provisions or directions introduced / issued by Government of India, State Governments, other governmental authorities, Reserve Bank of India, NPCI, other regulatory authorities or due to industry level changes to be promptly provided by the selected bidder to the Bank during the contracted period at no extra cost to the bank which shall be arrived at through change management procedure where an equitable adjustment will be done in the contract price and delivery milestones and contract shall accordingly be amended</p>	Clause stand as per RFP

313	49	25 of Part V	Right to incorporate Changes	The Bank reserves right to incorporate changes in the application/project if new feature is implemented by Government and/or Bank's competent authority etc. and should be part of scope including the necessary customization.	The Bank reserves right to incorporate changes in the application/project if new feature is implemented by Government and/or Bank's competent authority etc. and should be part of scope including the necessary customization. However, all such changes shall be carried out by the Bidder at an extra cost to Bank.	Clause stand as per RFP
314	50	27 of Part V	Audit by Third Party	Bank at its sole discretion may appoint third party for auditing the activities of onsite services and operations of entire	Bank at its sole discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank. The audit charges shall be borne by the selected bidderBank.	Clause stand as per RFP
315					<u>Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the Bidder which shall not be less than 10 days. The Bank shall not have access to the proprietary data of, or relating to, any other customer of Bidder, or a third party or Bidder's cost, profit, discount and pricing data. 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.</u>	Clause stand as per RFP
316	50-52	29 of Part V	Resolution of Disputes	The selected Vendor and the Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:	<i>There are two processes of Dispute Resolution and Arbitration provided in this clause. Request you to calrify the jurisdiction of courts for resolution of any disputes.</i>	RFP Clause is self explanatory

317			<p>In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute may be submitted by either party for arbitration within 15 days of the failure of negotiations. Arbitration shall be held at City of Head office of Individual member Bank in India) and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the</p>	<p>The selected Vendor and the Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:</p>	<p>Clause stand as per RFP</p>
318			<p>The "Arbitration Notice" should set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 30 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing.</p>	<p>b. The matter will be referred for negotiation between authorised officer / of BANK and the Authorized Official of the Vendor. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.</p>	<p>Clause stand as per RFP</p>

319				<p>The arbitrators shall hold their sittings at City of Head office of Individual member Bank in India. The arbitration proceedings shall be conducted in English language.</p>	<p>In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute may be submitted by either party for arbitration within 15 days of the failure of negotiations. Arbitration shall be held at City of Head office of Individual member Bank in India) and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator and the two appointed arbitrators shall jointly appoint the third or the presiding arbitrator.</p>	<p>Clause stand as per RFP</p>
320				<p>Subject to the above, the courts of law at Kolkata alone shall have therein respect of all matters connected with the Contract/Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by</p>	<p>The "Arbitration Notice" should set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 30 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing.</p>	<p>RFP Clause is self explanatory</p>

321				<p>The selected Vendor shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement.</p>	<p>The arbitrators shall hold their sittings at City of Head office of Individual member Bank in India. The arbitration proceedings shall be conducted in English language.</p>	<p>Clause stand as per RFP</p>
322				<p>The Bank and the supplier Vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the Vendor, any disagreement or dispute arising between them under or in connection with the contract.</p>	<p>Subject to the above, the courts of law at Kolkata alone shall have therein respect of all matters connected with the Contract/Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.</p>	<p>Clause stand as per RFP</p>
323				<p>If the Bank project director and Vendor project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately refer the dispute to the senior authorized personnel designated by the Vendor and Bank respectively.</p>	<p>The selected Vendor shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement. <u>The Bank shall also continue to make payments for the services competed and delivered pending resolution of any dispute.</u></p>	<p>Clause stand as per RFP</p>

324				<p>If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Vendor and Bank, the Bank and the Vendor have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.</p>	<p>The Bank and the supplier Vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the Vendor, any disagreement or dispute arising between them under or in connection with the contract.</p>	<p>Clause stand as per RFP</p>
325				<p>All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two</p>	<p>If the Bank project director and Vendor project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately refer the dispute to the senior authorized personnel designated by the Vendor and Bank respectively.</p>	<p>Clause stand as per RFP</p>

326			<p>If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five</p>	<p>If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Vendor and Bank, the Bank and the Vendor have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.</p>	<p>Clause stand as per RFP</p>
327			<p>This RFP document shall be governed and construed in accordance with the laws of India. The courts of city of Head office of member Bank alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP document.</p> <p>Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.</p>	<p>All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be at city of Head office of member Bank.</p>	<p>Clause stand as per RFP</p>

328				<p>Notwithstanding anything contained hereinbefore it is made clear that in the event of any dispute between the selected Vendor and any of the Member Banks arises during the continuance of the arrangement such dispute shall be resolved between the selected Vendor and the said Member Bank and neither the Anchor Bank nor any of the other Member Banks shall held responsible and/ or liable for such dispute.</p>	<p>If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.</p>	<p>Clause stand as per RFP</p>
329					<p>This RFP document shall be governed and construed in accordance with the laws of India. The courts of city of Head office of member Bank alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.</p>	<p>Clause stand as per RFP</p>
330	52-53	30 of Part V	Exit Option and Contract Re-negotiation	<p>The Bank reserves the right to withdraw the order or Re-Negotiate at any point of time, in the event of happening one or more of the following Conditions:</p>	<p>The Bank reserves the right to withdraw the order or Re-Negotiate at any point of time, in the event of happening one or more of the following Conditions:</p>	<p>Clause stand as per RFP</p>

331	53-54	32 of Part V	Termination	The Bank shall be entitled to terminate the agreement with the selected bidder at any time by giving Thirty (30) days prior written notice to the selected bidder.	The Bank shall be entitled to terminate the agreement with the selected bidder at any time by giving Thirty (30) days prior written notice to the selected bidder.	Clause stand as per RFP
332	54	33 of Part V	Termination for Insolvency	The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event termination of the Contract shall be without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Successful Bidder.	The Bank Either Party may at any time terminate the Contract by giving written notice to the other Party. Bidder, if the Bidder other party becomes bankrupt or otherwise insolvent. In this event, <u>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</u>	Clause stand as per RFP
333	55	34 of Part V	Termination for Default	Bank, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Successful Bidder.	Bank, without prejudice to any other right or remedy for <u>material</u> breach of Contract, by a <u>30 days prior</u> written notice of default sent to the Successful Bidder, may terminate the Contract in whole or in part, <u>provided breach is not cured within such notice period</u> .	Clause stand as per RFP
334	55	35 of Part V	Termination for Convenience	Bank, by written notice sent to the Selected Bidder, may terminate the Contract in whole or	Bank, by written notice <u>of 90 days</u> sent to the Selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience for any reason what-so-ever.	Clause stand as per RFP
335	56-57	37 of Part V	Arbitration		This is a third version of arbitration clause. The first two version are in the Clause 29 on page 50-52. Which clause would be applicable? Request you to kindly confirm.	Both Clause holds its relevance
336	57	39 of Part V	Limitation of Liability	Bidder's aggregate liability under the contract shall be limited to a maximum of the cost of ownership. This limit shall not apply to third party claims for	Bidder's aggregate liability under the contract shall be limited to a maximum of <u>the cost of ownership 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)</u> . This limit shall not apply to third party claims for	Clause stand as per RFP
337				a) IP Infringement indemnity.	a) <u>third party</u> claims for IP Infringement indemnity.	Clause stand as per RFP

338				<p>b) Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, total cost of ownership at any given point of time, means the aggregate value of the work orders placed by Bank on the Bidder that gave rise to claim, under this RFP.</p>	<p>b) Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, total cost of ownership at any given point of time, means the aggregate value of the work orders placed by Bank on the Bidder that gave rise to claim, under this RFP.</p>	Clause stand as per RFP
339				<p>c) Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ work order</p>	<p>c) Bidder shall <u>not</u> be liable for any indirect, consequential, incidental <u>punitive, exemplary</u> or special damages <u>including loss of data, revenue, goodwill, profits, reputation</u> under the agreement/ work order</p>	Clause stand as per RFP
340					<p><u>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 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.</u></p>	Clause stand as per RFP

341	57	40 of Part V	No Set-off, counter-claim and cross claims	In case the Successful Bidder has any other business relationship with member Banks, no right of set-off, counter-claim and cross-claim and/ or otherwise will be available to the Successful Bidder. However, Bank shall have such rights against the Successful bidder.	In case the Successful Bidder has any other business relationship with member Banks, no right of set-off, counter-claim and cross-claim and/ or otherwise will be available to the Successful Bidder. However, Bank shall have such rights against the Successful bidder.	Clause stand as per RFP
342	58-59	43 of Part V	Adoption of Integrity Pact	Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.	Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail <u>immediate termination of the contract</u> disqualification of the bidders and exclusion from future business dealings.	Clause stand as per RFP
343	60	Annexure B	Detailed Scope of Work	All change requests have to be fulfilled without any additional fee. At any instant of time, The Bank may change work-flow or add some SMS or tracking or add new module without any additional cost.	All change requests have to be fulfilled without any <u>at an</u> additional fee. At any instant of time, The Bank may change work-flow or add some SMS or tracking or add new module without any <u>at an</u> additional cost.	Clause stand as per RFP

344	66	Annexure D	Original Solution Developer Authorization Form (OAF)	<p>We hereby extend our guarantee/ warranty as per terms and conditions of the RFP No and the contract for the equipment and services offered for supply against this RFP No by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No. in respect of such equipment and services.</p>	<p>Here we are being asked to sign this Annexure D which talks about Warranty, but there is no warranty clause in the RFP.</p>	Warranty clause stand deleted
345				<p>The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Work order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to</p>	<p>The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Work order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to</p>	<p>Clause stand as per RFP</p>

346				8.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:		Clause stand as per RFP
347	88	Annexure K	Undertaking to be given by the Bidders	c. Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.	c. Further, <u>subject to the deviations submitted along with the bid proposal</u> , we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.	Clause stand as per RFP
348				d. We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.	d. We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.	Clause stand as per RFP

349				e. We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment as required within stipulated time.	e. We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment as required within stipulated time.	Clause stand as per RFP
350				We, _____ M/s _____, the undersigned, hereby confirm that we will supply the Hardware/ Software/ Call Centre Services/ Applications/ Manpower etc with good service as mentioned herein technical specifications.	We, M/s _____, the undersigned, hereby confirm that we will supply the Hardware/ Software/ Call Centre Services/ Applications/ Manpower etc with good service as mentioned herein technical specifications.	Clause stand as per RFP
351	89	Annexure L	Undertaking to abide by all By-Laws / Rules / Regulations	In consideration of Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001. (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP for Selection of Service Provider for	In consideration of Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001. (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP for Selection of Service Provider for Implementation of Door Step Banking Services through Universal Touch Points vide RFP Ref No. DIT/BPR&BTD/OA/2074/2019-20 dated 14/08/2019 including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications existing as on date or to be issued from time to time by statutory/ regulatory bodies etc <u>as applicable on the bidder.</u>	Clause stand as per RFP

352				<p>We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance</p>	<p>We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.</p>	<p>Clause stand as per RFP</p>
353	90	Annexure M	Undertaking by the bidder	<p>We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work order.</p>	<p>We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work order.</p>	<p>Clause stand as per RFP</p>
354				<p>If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.</p>	<p>If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP mutually agreed by both the parties.</p>	<p>Clause stand as per RFP</p>

355	91	Annexure N	Undertaking Letter to the Bank on the Vendor's Letterhead	Further to our proposal dated, in response to the Request for Proposal (Bank's tender No.) hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:	Further to our proposal dated in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:	Clause stand as per RFP
356				We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and	Subject to the deviations along with the bid proposal, W hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.	Clause stand as per RFP

357	92	Annexure O		<p>Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:</p>	<p>Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:</p>	<p>Clause stand as per RFP</p>
358				<p>The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.</p>	<p>The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.</p>	<p>Clause stand as per RFP</p>

359				<p>We hereby confirm that we are agreeable to provide services as per SLA for a period of 3 years, extendable by another 2 years on base of performance. All the Annexure with other Technical documents duly filled in and signed are enclosed. We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.</p>	<p>We hereby confirm that we are agreeable to provide services as per SLA for a period of 3 years, extendable by another 2 years on base of performance <u>with mutual consent of the parties</u>. All the Annexure with other Technical documents duly filled in and signed are enclosed. We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.</p>	<p>Clause stand as per RFP</p>
360				<p>The price quote in the commercial template in Annexure – E valid for a period of 180 days from date of opening of commercial bid.</p>	<p>The price quote in the commercial template in Annexure – E valid for a period of 180 days from date of opening of commercial bid.</p>	<p>Clause stand as per RFP</p>
361	93	Annexure P	Undertaking Letter on the vendor's letterhead for Central Minimum Wages Act & Labour Laws.	<p>Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:</p>	<p>Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:</p>	<p>Clause stand as per RFP</p>

362				<p>We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The bidder has to ensure that the payment towards services is in consonance with the Central Minimum Wages Act & Labour Laws. All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules.</p>	<p><u>Subject to the deviations along with the bid proposal, We</u> hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The bidder has to ensure that the payment towards services is in consonance with the Central Minimum Wages Act & Labour Laws. All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. <u>The Bank will make suitable adjustment in the contract price in case of increase in minimum wages.</u></p>	Clause stand as per RFP
363	95	Annexure R	Undertaking format for Manufacturer Authorization letter	<p>_____ (Name of the Manufacturer) who are established and reputable manufacturers of having factories at _____, and _____ do hereby authorize M/s _____ (Name and Address of Bidder) to offer their quotation, pursuant to the Request for Proposal issued by Bank on behalf, to submit a Bid, negotiate and conclude the contract with you for supply of link service provider provided by us against the above invitation for Bid offer.</p>	<p>Here we are being asked to sign this Annexure R which talks about Warranty, but there is no warranty clause in the RFP.</p>	Clause stand as per RFP

364				<p>We hereby extend our guarantee and warranty and ATS as per terms and conditions of the RFP No _____</p> <p>_____ and the contract for the link providing services offered against this invitation for Bid offer by the above firm. We undertake to provide back to back support for the services, in case of failure by the above mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP Ref. No. _____ in respect of such Scope of Work related to us.</p>		Clause stand as per RFP
365	97-102	Annexure T	Non-Disclosure Agreement	<p>2. Use of Confidential Information . The Vendor/Receiving Party agrees not to use the Bank/ Disclosing Party"s confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to</p>	<p>2. Use of Confidential Information . The Vendor/ Receiving Party agrees not to use the Bank/ Disclosing Party"s confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.</p>	Clause stand as per RFP

366			<p>3. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "Receiving Party") shall, for contract period of Three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever),.....</p>	<p>3. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "Receiving Party") shall, for contract period of Three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever);.....</p>	Clause stand as per RFP
367			<p>4. Exclusions. The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:</p>	<p>4. Exclusions. The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:</p>	Clause stand as per RFP

368				<p>(g) 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>(g) 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 <u>in order to enable the receiving party</u> 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>	Clause stand as per RFP
369				<p>(d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.</p>	<p>(d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.</p>	Clause stand as per RFP

370				<p>10. Term. This Agreement may be terminated by either Party giving thirty (30) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).</p>	<p>10. Term. This Agreement may be terminated by either Party giving thirty (30) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).</p>	Clause stand as per RFP
371			GENERAL	GENERAL	<p>ADDITIONAL MUST HAVE CLAUSES TO BE INCORPORATED IN THE AGREEMENT</p> <p>Click to link</p>	Clause stand as per RFP
372	11	(Part -I) 3- Eligibility Criteria S.No. 5	The bidder / any partner should be in business of providing Business Correspondent / Banking agent / doorstep services for at least 3 years and have availability of delivery channel and must have provided services in India as on date of submission of bid		Need clarifications that as per the Part -I, 3-Eligibility S.No 2 the net worth of Parent/holding company will be considered the same way S.no 5 , 6 & 7 should be taken into the consideration of parent /holding company instead of bidder /any partner.	Clause stand as per RFP
373	11	(Part -I) 3- Eligibility Criteria S.No 6	The bidder / any partner should be in business of providing Call Centre / Web Portal / Banking Mobile App related solution for at least 3 years in India as on date of submission of bid.		Need clarifications that as per the Part -I, 3-Eligibility S.No 2 the net worth of Parent/holding company will be considered the same way S.No 5 , 6 & 7 should be taken into the consideration of parent /holding company instead of bidder /any partner.	Clause stand as per RFP
374	11	(Part -I) 3- Eligibility criteria S. No.7	The bidder / any partner should have proper support organization structure for each cluster of 10-15 Sub Service Areas to carry out the Banking Agent activity successfully in 100 locations.		Need clarifications that as per the Part -I, 3-Eligibility S.No 2 the net worth of Parent/holding company will be considered the same way S.no 5 , 6 & 7 should be taken into the consideration of parent /holding company instead of bidder /any partner.	Clause stand as per RFP
375		Part -V S.No -1 - Consortium	The DSB Service provider may have a tie-up with any solution provider for providing an end-to-end Door Step Banking Solution. However, the DSB Service provider should have a relationship with the Door Step Banking Solution provider as an authorized reseller, distributor, and should have a back-to-back agreement to ensure that the total solution proposed is as a turnkey solution		Need clarification that can we have separate consortium with Technology provider as well as Tech centre	Pl refer Consortium Clause

376	9	2	Agents (outsourced third-party) would basically render Banking (Non-Financial in first phase and Financial in Second Phase after successful rollout of first phase or as decided by the Banks) services within the norms stipulated by Reserve Bank of India.	Objectives	What is the timeline (approx.) expected by Bank to implement the second stage (i.e. Financial Services)	Both phase may start simultaneously or as decided by the Bank.
377					The bidder should have positive net-worth in last three financial years (i.e. 2016-17, 17-18 & 18-19)	Clause stand as per RFP
378					In case of a wholly owned subsidiary, the net worth of parent/ holding company will be taken into consideration	PI refer RFP Clause
379	11	7	The bidder / any partner should have proper support organization structure for each cluster of 10-15 Sub Service Areas to carry out the Banking Agent activity successfully in 100 locations.	Eligibility Criteria, proof of documents/Must be submitted	We request bank to provide list of clusters and Sub Service Areas details	PI refer related query
380	11	7	The bidder / any partner should have proper support organization structure for each cluster of 10-15 Sub Service Areas to carry out the Banking Agent activity successfully in 100 locations.	Eligibility Criteria, proof of documents/Must be submitted	Request the bank to share the list of PSU branches in all the 100 locations.	May be obtained from the website of member Banks.
381	17	21	The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to mistakes of the personnel / agents recruited by them and/or malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder shall not exceed the total cost of the order value. However, in case of any Penalty/Charges imposed by Statutory Bodies/Regulators/Court due to	Indemnity	Request to cap this for 2 months of billing.	Clause stand as per RFP
382	20	24	Prices quoted by the bidder shall be fixed.	Bid Price	We propose the price point shall be valid for a year and then Auto-inflation of 5% shall be applicable from year 2 onwards.	Clause stand as per RFP
383	28	1	The Bank invites proposal from the prospective bidders to provide agents (DSB agents on behalf of member banks) for Implementation of Door Step Banking Services through UTP services on OPEX model. The required infrastructure viz: Agents, Hand Held Devices / Mobile Device (if required), Space, etc. will be provided by the Service Provider.	Scope of Work	Please clarify if the member bank's RRB is also included	Not consider in current scope
384	29	3	New Customers can lodge a request using Aadhaar+ OTP verification or any other authentication method finalised by the bank.	Scope of Work	Please elaborate on other authentication methods being considered	PI refer Prebid response.
385	29	Part – IV	The Bank invites proposal from the prospective bidders to provide agents (DSB agents on behalf of member banks) for Implementation of Doorstep Banking Services through UTP services on OPEX model. The required infrastructure viz: Agents, Handheld Devices / Mobile Device (if required), Space, etc. will be provided by the Service Provider.	Scope of Work	Will mobile with FP scanner meet the requirement or a POS device will be necessary. Please confirm	HHD must meet Micro ATM Standard 1.5.1
386	29	Part IV	The required infrastructure viz: Agents, Hand Held Devices / Mobile Device (if required), Space, etc. will be provided by the Service Provider.	Scope of work	Whether we need to set up office in 100 locations or Agent will work based on mobile platform? Please confirm!	Support setup required to be setup in a cluster of 10-15 adjoining Centers

387	29	Part IV	The bidder has to provide an end to end Solution for Door Step Banking Solution across the Banks on a high availability technology architecture having DC & DR in India on Hosted/ Service Provider's On-Prem Model along with all required Hardware, Mobile App, Web Portal, Call Centre, Connectivity with NPCI / Bank's system, Software application, Manpower for door step delivery and Facility Management Services.	Scope of work	Our understanding is DC/DR set up to be carried out at Bidders selected premises within INIDA (not in Banks selected premises). Please confirm!	RFP Clause is self explanatory
388	29	Part – IV	The Bank invites proposal from the prospective bidders to provide agents (DSB agents on behalf of member banks) for Implementation of Doorstep Banking Services through UTP services on OPEX model. The required infrastructure viz: Agents, Handheld Devices / Mobile Device (if required), Space, etc. will be provided by the Service Provider.	Scope of Work	What is the requirement of space in project?	RFP requirement is self explanatory
389	29	Part – IV	The Bank invites proposal from the prospective bidders to provide agents (DSB agents on behalf of member banks) for Implementation of Doorstep Banking Services through UTP services on OPEX model. The required infrastructure viz: Agents, Handheld Devices / Mobile Device (if required), Space, etc. will be provided by the Service Provider.	Scope of Work	How we can estimate requirement of agents for each city?	To be calculated by the bidder, based on the indicative transaction volume
390	29	Part – IV	The Bank invites proposal from the prospective bidders to provide agents (DSB agents on behalf of member banks) for Implementation of Doorstep Banking Services through UTP services on OPEX model. The required infrastructure viz: Agents, Handheld Devices / Mobile Device (if required), Space, etc. will be provided by the Service Provider.	Scope of Work	Will Bank share any data about manpower requirements for each city? Please confirm	To be calculated by the bidder, based on the indicative transaction volume
391	29	Part – IV	The Bank invites proposal from the prospective bidders to provide agents (DSB agents on behalf of member banks) for Implementation of Doorstep Banking Services through UTP services on OPEX model. The required infrastructure viz: Agents, Handheld Devices / Mobile Device (if required), Space, etc. will be provided by the Service Provider.	Scope of Work	Please clarify if the cash withdrawal or deposit entails the use of debit card,	Please refer Micro ATM Standard 1.5.1
392	29	Part – IV	The required infrastructure viz: Agents, Hand Held Devices / Mobile Device (if required), Space, etc. will be provided by the Service Provider.	Scope of Work	We understand we need to provided calling platform from our end at our premise. Please confirm	Yes
393	29	Part – IV	The bidder has to provide an end to end Solution for Door Step Banking Solution across the Banks on a high availability technology architecture having DC & DR in India on Hosted/ Service Provider's On-Prem Model along with all required Hardware, Mobile App, Web Portal, Call Centre, Connectivity with NPCI / Bank's system, Software application, Manpower for door step delivery and Facility Management Services.	Scope of Work	We understand we can extend our existing Telecom setup hosted in our DC and DR for this business. Please confirm	Bidder has to factor the infrastructure based on Scope of Work

394	29	Part – IV	The bidder has to provide an end to end Solution for Door Step Banking Solution across the Banks on a high availability technology architecture having DC & DR in India on Hosted/ Service Provider's On-Prem Model along with all required Hardware, Mobile App, Web Portal, Call Centre, Connectivity with NPCI / Bank's system, Software application, Manpower for door step delivery and Facility Management Services.	Scope of Work	We understand connectivity with NPCI/Bank system is required here through MPLS link. Let us know how many DC/DR locations we need to connect. Is it one DC and one DR through single link?	Connection with NPCI shall be through AUA Bank
395	29	Part – IV	The bidder has to provide an end to end Solution for Door Step Banking Solution across the Banks on a high availability technology architecture having DC & DR in India on Hosted/ Service Provider's On-Prem Model along with all required Hardware, Mobile App, Web Portal, Call Centre, Connectivity with NPCI / Bank's system, Software application, Manpower for door step delivery and Facility Management Services.	Scope of Work	Do we need to consider router and firewall at our end only or for both the end(CBSI and Bank)	Bank Side Firewall shall be taken care by the member Bank
396	29	Part – IV	The bidder has to provide an end to end Solution for Door Step Banking Solution across the Banks on a high availability technology architecture having DC & DR in India on Hosted/ Service Provider's On-Prem Model along with all required Hardware, Mobile App, Web Portal, Call Centre, Connectivity with NPCI / Bank's system, Software application, Manpower for door step delivery and Facility Management Services.	Scope of Work	For what purpose connectivity to NPCI/Bank is required as both calling platform and CRM are being provided from our end.	For the integration of eKYC/ AEPS and other related platform
397	30	Part IV	The Selected Service Provider should operate Contact Centre at multiple location (minimum of 3) in across India to cater all customer languages as per 8th schedule of constitution.	Scope of work	Kindly provide the languages to be catered and the language wise call volume to be assumed for correct solution.	To be calculated by the bidder, based on the indicative transaction volume
398	30		For calls related to Bank's specific system e.g. Hotlisting of cards, Accounts related information, etc., Routing the calls to respective Bank through integration of Common Call Centre with the existing call centre of the Bank	Indicative Flow Diagram	How do you want us to do it? As per DOT regulation we can not route calls outside our premise. We can transfer calls within CBSL premises but cannot transfer it outside CBSL.	Clause modified as under For calls related to Bank's specific system e.g. Hotlisting of cards, Accounts related information, etc., forwarding the calls to respective Bank through integration of Common Call Centre with the existing call centre of the Bank
399	30		Common call centre should have toll free no.	Indicative Flow Diagram	We understand we need to consider one Toll free number where customer can call to speak to our agents. Please confirm	Yes
400	30	Part IV	NA	Scope of work	Please let us know what the operational hours and days for call center activities are.	24*7*365

401	30	A	Customer Grievance Redressal mechanism i.e. registering the customer grievance details in the application, which can forward the grievance to respective Banks. Further, tracking status up to final closure. The Call Centre Solution should be capable to integrate with existing grievance redressal modules implemented in the individual bank.	Application Development, Deployment and Maintenance of two interface application:	Please specify if customer visit is mandatory in every query/complaint raised by customer or call centre team can resolve most of the customer queries over call. If not, then what is expected ratio between calls requiring visit and calls not needing visit by agent?	Wherever possible, it can be resolved over call
402	30	A	Customer Grievance Redressal mechanism i.e. registering the customer grievance details in the application, which can forward the grievance to respective Banks. Further, tracking status up to final closure. The Call Centre Solution should be capable to integrate with existing grievance redressal modules implemented in the individual bank.	Application Development, Deployment and Maintenance of two interface application:	What would be expected ratio between call centre & Agents required queries to be resolved. Kindly confirm	To meet the SLA, it is to be calculated by the bidder
403	30	a) Universal Touch Points: i. Common Call Centre	Outbound automated calls for Promotion of Government Schemes such as PMJDY, PM Kisan Samman Nidhi, APY etc. / Promotion of Digital Payment Platforms/ Educating customers about Security features & advisory to be followed while using Banking Products. Lead Generation and sharing the same to members Bank based on the customers data & preference.	Indicative Flow diagram	What would be the volume of outbound calls for promotional activities?	1/3rd of inbound call volume
404	30	a) Universal Touch Points: i. Common Call Centre	Outbound automated calls for Promotion of Government Schemes such as PMJDY, PM Kisan Samman Nidhi, APY etc. / Promotion of Digital Payment Platforms/ Educating customers about Security features & advisory to be followed while using Banking Products. Lead Generation and sharing the same to members Bank based on the customers data & preference.	Indicative Flow diagram	How will be agency by compensated for such outbound calls?	no additional cost for the same
405	30	a) Universal Touch Points: i. Common Call Centre	Outbound automated calls for Promotion of Government Schemes such as PMJDY, PM Kisan Samman Nidhi, APY etc. / Promotion of Digital Payment Platforms/ Educating customers about Security features & advisory to be followed while using Banking Products. Lead Generation and sharing the same to members Bank based on the customers data & preference.	Indicative Flow diagram	Who would be provide the customer data for such calls. Bank may please consider compensating the vendor for the same	Anchor Bank on behalf of all Banks jointly, shall provide the data
406	30	a) Universal Touch Points: i. Common Call Centre	For calls related to Bank's specific system e.g. Hotlisting of cards, Accounts related information, etc., Routing the calls to respective Bank through integration of Common Call Centre with the existing call centre of the Bank.	Indicative Flow diagram	Once the call is routed from call centre to respective bank existing call centre, who will be responsible for closure of customer query? Please specify.	DSB Call centre responsibility in such case, is to connect the call properly.

407	30	a) Universal Touch Points: i. Common Call Centre	The Selected Service Provider should operate Contact Centre at multiple location (minimum of 3) in across India to cater all customer languages as per 8th schedule of constitution.	Indicative Flow diagram	Can service provider operate through centralised contact centre for PAN India. What is the need of minimum 3 contact centre to fulfil project requirement?	RFP Clause is self explanatory
408	30	a) Universal Touch Points: i. Common Call Centre	The Selected Service Provider should operate Contact Centre at multiple location (minimum of 3) in across India to cater all customer languages as per 8th schedule of constitution.	Indicative Flow diagram	Please clarify the need of a min of 3 contact centres. Also as per 8th schedule of constitution, is the SP expected to support all 22 languages	RFP Clause is self explanatory
409	30	a) Universal Touch Points: i. Common Call Centre	Bidder has to ramp up/down as per Bank's request at 45 calendar days" notice for up to 20% increase/decrease of FTE at individual locations; beyond a 20% increase/decrease of FTE at individual locations.	Indicative Flow diagram	Please clarify requirement, ramp up/down manpower in span of 45 days won't be feasible. Condition beyond 20% increase/decrease requirement appears to be incomplete. Pl elaborate	RFP Clause is self explanatory
410	30	Common call centre	TAT target should be met for 95% Service requests		Please share the calculation for the same	RFP Clause is self explanatory
411	30	Common call centre	Agent Occupancy should be at 70%		If the billing model is rate per call, then this metrics needs to be excluded	Clause stand as per RFP
412	30	a) Universal Touch Points: i. Common Call Centre	Span of Control for the agents per Team leaders not to exceed >15, TLs to Manager ratio not to exceed 8, One location head at VP level.	Indicative Flow diagram	Deploying more supervisory staff will significantly increase cost of the project. Request bank to give relaxation in this clause and allow Agent to TL ration as 50 :1 ,TL to Manager ration as 25:1 and one VP for PAN India.	Clause stand as per RFP
413	30	Part IV	Outbound	Scope of work	Tentative volumes for outbound/month	1/3rd of total inbound calls
414	30	A	The Selected Service Provider should operate Contact Centre at multiple location (minimum of 3) in across India to cater all customer languages as per 8th schedule of constitution.		As per 8th schedule of constitution - these languages are available. Pl confirm if UCO is looking for all the languages or any other additional languages to be added. Assamese, Bengali, Bodo, Dogri, Gujarati, Hindi, Kannada, Kashmiri, Konkani, Malayalam, Manipuri, Marathi, Maithili, Nepali, Oriya, Punjabi, Sanskrit, Santhali, Sindhi, Tamil, Telugu, Urdu	Yes
415	30	A	Bidder has to ramp up/down as per Bank's request at 45 calendar days" notice for up to 20% increase/decrease of FTE at individual locations; beyond a 20% increase/decrease of FTE at individual locations.		Required overall sizing of the project for better planning. Request bank to provide the same	RFP Clause is self explanatory

416	30	Part-IV A, a, i	The Call Centre Solution should be capable to integrate with existing grievance redressal modules implemented in the individual bank.		We assume that the grievance redressal modules of the banks should be able to expose their APIs, and should be able to ensure our APIs for two way communication to flow	Grievance redressal for the scope of RFP is separate from Bank's existing Grievance redressal
417	30	A.A.1	There is no clause Mentioned	(A) Application Development, Deployment and Maintenance of two interface application:	Trainer to Agent ratio not Specified. Please specify the same	to be calculated by the bidder
418	30	Part IV	Common Call Centre – A common call centre on behalf of all members Banks has to be provided by bidder as part of this solution. This proposed Common Call Centre shall cover following broader aspects:	Call Center	What should be the capacity of Call center?	To meet SLA
419	31		Bidder shall be responsible for all the hardware and software facilities required for smooth operation of a Contact Centre. This includes: Complete hardware and software (desktops, headphones, Servers, Routers, gateways etc)	Indicative flow diagram	We understand we need to provide router and firewall from our end. Please clarify if we need to consider it for our end only or if we need to consider router and firewall at NPCI/Bank end as well.	RFP Clause is self explanatory
420	31		Necessary middleware required for integration for the service provider applications with all member Bank systems	Indicative flow diagram	Please let us know which application is being used at NPCI/Bank end for which integration is required? What sort of integration is required here with our application?	Pl refer eKYC Auth 2.5 and AEPS Specification
421	31	Part IV	(A) Application Development, Deployment and Maintenance of two interface application	Scope of work	Kindly elaborate on the CRM required by UCO or if a Basic ticketing tool can be considered and what are the required fields.	Pl refer response to similar query
422	31	Part IV	(A) Application Development, Deployment and Maintenance of two interface application	Scope of work	Do Contact centers need to be PCIDSS certified or Just DC and DR needs to be PCIDSS Certified. Please confirm	As per reeregulatory requirement
423	33	c)	All change requests have to be fulfilled without any additional fee. At any instant of time, The Bank may change work-flow or add some SMS or tracking or add new module without any additional cost.	Part – IV Scope of work	Bank has to pay the additional cost involving in change request apart from Scope of work shared. It will be indefinite cost over the period of contract, if Bank is asking these requests to be made free of cost.	Clause stand as per RFP
424	33		All 100 centres must have at least one Supervisor in each centre along with one dedicated Project Manager in each centre.	b) Service Request Handling Application:	Deploying a supervisor and Project Manager for smaller centres will increase cost of project. Please allow the vendor some discretion in the matter.	Clause stand as per RFP
425	33		Agent may call in case of rescheduling and update it accordingly.	Indicative flow diagram	We understand this is both inbound and outbound calling process	RFP Clause is self explanatory
426	33		The selected bidder will provide dialer	Indicative flow diagram	We understand we can provide our calling platform which is shared in multiple clients with logical segregation. Let us know if we need to setup a dedicated calling platform for this business?	Bidder is required to setup complete and dedicated calling platform
427	33		The selected bidder will provide dialer along with solution for call-recording, all the calls will be recorded from the time when Agent made calls to citizen regarding Appointment.	Indicative flow diagram	We keep one month call recording online and later can be transferred to Bank in tape. Is this approach fine?	3 months online 10 years offline
428	33		Monitoring of Internet connectivity, including liaising with network service provider for line faults, provisioning of new lines and related matters	Indicative flow diagram	What is per user internet bandwidth required and for what purpose it would be used? Is there any internet based application which would be required for agents at call center?	To be calculated by the bidder

429	34 B	Bidder has to ensure risk mitigation including reputational risk of the Bank and to safeguard the interest of Bank. Any illegal, unlawful, act of any person engaged by the bidder shall be treated as responsibility of the Bidder.	Data Center, Disaster Recovery Infrastructure, Hosting and Operation management:	What is the liability limit on reputational risk	Upto tune of Performance Bank Guarantee. However Bank (s) reserve their right to take other punitive action on case to case basis.
430	34 Part-IV B	All the data will be stored in proper interoperable format and regular backup will be "provided to the Bank/Sync to Bank"s Server on Quarterly basis. Upon cessation of contract, all the Software, latest Source-code and data with reference to customers, service will be provided to the member Banks.		We understand that upon cessation of contract, all the data would be provided to the bank However, since some of the components that would be deployed in the solution would be proprietary and may involve IP, please have the clause relaxed in terms of handing over the source code	Clause modified as under: All the data will be stored in proper interoperable format and regular backup will be "provided to the Bank/Sync to Bank"s Server on Quarterly basis. Upon cessation of contract, all the Software, latest Source-code and data with reference to customers, service will be provided to the member Banks.
431	35 Charges	Financial services will be required to handle cash with proper precautionary measures defined by statutory bodies like Govt. of India, RBI etc.	Charges	What is the maximum amount agent can carry with him for the financial activity?	Initially up to Rs 10000/-. However depending on the requirement it may be increased subject to sufficient Cash-in-Transit insurance
432	35	All request generated up to 3:00 P.M. should be completed within 3 hours of request generation and request generated after that should be completed by 1:00 pm next working day.	Service Area & Timing	Requesting bank to provide a TAT of at least 24hrs to address all the requests	Clause stand as per RFP
433	35 Part IV	Integration with existing Banking system <input type="checkbox"/> Bidder is required to integrate the proposed solution with member Bank and NPCI for both Financial and Non-financial Transaction. <input type="checkbox"/> System shall act as pass through server and No sensitive transactional data shall be retained / captured in the proposed solution.	Integration with existing Banking system	How will Integration with existing banking system will take place? Also, will all the integrations with Bank applications will be thorough APIs?	Bidder has to propose. Ideally API shall be provided by bidder which has to consumed by Bank
434	36	Bidder shall engage the number of Agents depending on the requests received. The number of Agents should be proportionate to the request received and in no case there should be any delay in the service for want of Agents.	Manpower & Training	Please clarify on requirement of agent for each location. Please allow vendor to exercise discretion on the agents so long as bank defined SLA is being met	It is bidder's responsibility.
435	36 P	Service provider is supposed to deploy banking agents to provide following services to the customers of the member banks as per indicative list mentioned below:	Service Type	Please define customer? Would it be all categories of account holders like savings, current, OD etc?	For the purpose of this RFP, Customer means existing account holder (all type).
436	36 B	Financial Transactions i) Cash Deposit ii) Cash Withdrawal	Service Type	Please share the projections /estimation of such transactions volume wise and amount wise and also if it would include current account	Indicative transaction volume is given in the RFP

437	36	<p>p. Service provider is supposed to deploy banking agents to provide following services to the customers of the member banks as per indicative list mentioned below:</p> <p>A. Non-Financial Transactions</p> <p>i) Pick up of Negotiable instruments (Cheques/Drafts/Pay Orders etc).</p> <p>ii) Request Account Statement.</p> <p>iii) Pick up of new chequebook requisition slip.</p> <p>iv) Delivery of non-personalised Cheque Books, Drafts, Pay Orders, Term Deposit Receipt /Acknowledgement etc.</p> <p>v) Acceptance of 15G, 15H forms.</p> <p>vi) Acceptance of IT challan /Government Business/ GST.</p> <p>vii) TDS / Form 16 Certificate issuance.</p> <p>viii) Delivery of Prepaid instrument/Gift card.</p> <p>ix) Issuing Standing Instructions</p>	Service Type	Please specify the number of visits required for each non-financial service as multiple visits to a customer is not viable	Ideally One visit for simple request and 2 visits for complex request.
438	36	<p>p. Service provider is supposed to deploy banking agents to provide following services to the customers of the member banks as per indicative list mentioned below:</p> <p>A. Non-Financial Transactions</p> <p>i) Pick up of Negotiable instruments (Cheques/Drafts/Pay Orders etc).</p> <p>ii) Request Account Statement.</p> <p>iii) Pick up of new chequebook requisition slip.</p> <p>iv) Delivery of non-personalised Cheque Books, Drafts, Pay Orders, Term Deposit Receipt /Acknowledgement etc.</p> <p>v) Acceptance of 15G, 15H forms.</p> <p>vi) Acceptance of IT challan /Government Business/ GST.</p> <p>vii) TDS / Form 16 Certificate issuance.</p> <p>viii) Delivery of Prepaid instrument/Gift card.</p> <p>ix) Issuing Standing Instructions</p>	Service Type	<p>Please clarify on the process to be followed for each of the non-financial transactions. For ex- to pick up a cheque, what is the acknowledgement that the SP needs to provide. Who would fill the challan for cheque or cash deposit and deposit it in the bank</p> <p>ii) On account statement, is the agent supposed to collect the pass book of the customer, visit the nearest branch, follow the q management and then return the passbook to the customer</p> <p>iv) Delivery of non-personalised chq books, drafts etc are call originating from the local branch. Does the RFP envisage two way service process of both customers and also the branch v) Is the agent supposed to validate if the forms have been filled in correctly before collecting them</p>	SOP to be proposed by the bidder which shall be approved by the Bank
439	36	Agents recruited by bidder should have good knowledge /experience of handling important data,. Agents involved in the work should preferably imparted with IIBF course for BC/BF or similar courses in due course of time to make them aware of Banking domain. Cost of the same shall be borne by bidder.	Manpower and Training	Pl confirm whether training can be done once the employee is onboarded?	It is to be ensured by the bidder
440	36	Bidder shall engage the number of Agents depending on the requests received. The number of Agents should be proportionate to the request received and in no case there should be any delay in the service for want of Agents.	Manpower and Type	Request the bank to clarify this. RFP earlier states that agents may be appointed based on the 5-10 km radius depending on the accessibility. If the current clause prevails, request the bank to share the approximate number of requests per location or per branch	Both Clause must be read in continuity

441	36	Part IV	B. Financial Transactions i) Cash Deposit ii) Cash Withdrawal In case of Cash Deposit/ Cash Withdrawal services, entire responsibility of cash management, security, insurance (Cash/ Fidelity etc.), Cash Van (if required for movement of cash) etc. reside with the bidder. The services may be added/ amended as per bank's requirement or change in business scenario during the evaluation phase. Indicative process flow shall be as under, however Bidder need to propose their own process flow in detail, taking a clue from it:	Acquiring Bank for Cash Deposit / Cash Withdrawal	In case of Cash Deposit/ Cash Withdrawal services who will be the acquiring bank?	Successful bidder shall be informed about the AUA / Acquiring Bank
442	36		NA	Manpower & Training	Request to mention the training duration and is it billable or not? Kindly confirm	No additional cost other than line items mentioned in Commercial bid shall be paid
443	37		Engagement Letter of issued by the employer	Others	Pl clarify if client is referring to Offer Letter to employee in this case?	RFP Clause is self explanatory
444	37		All the deployed resources should be Minimum qualification of (10+2), with knowledge of handheld devices..	Manpower & training	Required experience details of the resource to be deployed	To be taken care by the bid
445	37	G	All the deployed resources should be able to speak in Hindi / English and local dialect	Manpower & training	Some regions local dialect may only prevail, request the bank to relax this clause	Clause stands as per RFP
446	37	E	Agents will have to visit multiple times, if required, for fulfilment of a service. There won't be any additional fee paid for multiple visits.	Manpower & training	We request bank to pay additional fee per visit in order to make this project viable	No additional cost other than line items mentioned in Commercial bid shall be paid
447	37	F	All the deployed resources should be Minimum qualification of (10+2), with knowledge of handheld devices..	Manpower & training	Please relax this clause and allow High school passed agents to work for this project.	Clause stand as per RFP
448	37	G	All the deployed resources should be able to speak in Hindi / English and local dialect	Manpower & training	Please give relaxation in this clause as it would be difficult for service provider to deploy agents in field having English speaking skills.	Clause stand as per RFP
449	39	3	The selected bidder has to complete the implementation process as per Scope of Work mentioned herein above within eight (08) weeks from the date of issuance of Letter of Intent.	Schedule of Implementation	Requesting bank to relax the implementation process from 8 weeks to 20 weeks	Pl refer corrigendum
450	40		All the employees/operator deployed by the vendor for the solution must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).	Compliance with applicable laws	Bank may please clarify if this is applicable to Banking agents	RFP Clause is self explanatory

451	41	6	The selected bidder (hereinafter called vendor) shall be required to provide a Bank Guarantee for Rs.8,00,00,000.00 (Rupees eight crore only) to Anchor Bank, issued by any scheduled commercial bank, (other than Anchor Bank) valid for the tenure of 3 years plus a claim period of 3 (three) months from the date of execution of the SLA, indemnifying any loss to the Bank for Work order issued by Anchor Bank. The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA). Bank reserves the right to invoke the BG for any non-compliance of the terms & conditions of the related RFP or this SLA executed between the vendor and the Bank at any point of time without prejudice to its other rights and remedies available under the Contract and/or the Law (s) for the time being in force.	Performance Bank Guarantee	Request bank to reduce amount of performance bank guarantee to 1 crore.	Clause stand as per RFP
452	41	6	Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Selected bidder is not able to fulfill any and all conditions specified in the document or is unable to complete the project within the stipulated time.	Performance Bank Guarantee	Please clarify conditions pertaining to this clause in details.	RFP Clause is self explanatory
453	41	7	The bills pertaining to each month, for all services rendered during each month, shall be submitted to the respective Member Bank within 20 days of the succeeding month.	Payment Terms and Paying authority	We request that bills may be submitted to the anchor bank only	Clause stand as per RFP
454	42	7	Bills raised by the selected bidder would be payable by the respective member Bank on receipt of invoice along with supporting MIS	Payment Terms and Paying Authority	Whether the invoice is required to be raised in the name of the UCO Bank or on all the member Banks?	In the name of respective member Banks
455	42	7	Bills raised by the selected bidder would be payable by the respective member Bank on receipt of invoice along with supporting MIS	Payment Terms and Paying Authority	In case the invoice is to be raised in the name of the member Bank, whether the same is to be raised branch wise or to any Central Office of the member Bank?	Central Location
456	42	7	The bills pertaining to each month, for all services rendered during each month, shall be submitted to the respective Member Bank within 20 days of the succeeding month	Payment Terms and Paying Authority	Whether the approval for the invoices shall be provided by the UCO Bank or the respective member Banks?	Yes
457	42	7	The bills pertaining to each month, for all services rendered during each month, shall be submitted to the respective Member Bank within 20 days of the succeeding month	Payment Terms and Paying Authority	What is the TAT for the approval process?	15 days from the date of bill submission
458	42	7	While submitting bills, the Bidder has to submit photocopies of the receipt of wages duly acknowledged by his employees engaged in Door Step Banking Service activity.	Payment Terms and Paying Authority	Whether the photocopies of the receipt of the invoice should be submitted along with invoice or the same can be sent in soft copy through email?	PI refer RFP Clause

459	42	7	Bills raised by the selected bidder would be payable by the respective member Bank on receipt of invoice along with supporting MIS.	7. Payment Terms and Paying Authority	a) Whether Anchor Bank will take responsible if Member bank is not paying amount to bidder in time, if not please make clause modified as Anchor bank will make payment for entire requirement of RFP b) In how many days, Member Bank will make the payment to bidders? c) If Member Bank delays payment, whether Bidder can charge the Bank interest rate on the raised invoice as a compensation on loss because of late payment by the Member Bank?	Clause stand as per RFP
460	42	8	The bidder / consortium partner shall act as principal employer and must ensure payment of minimum wages to their employees who are engaged in Bank's establishment in consonance with the rules prescribed by Central Govt.	Minimum wages	Whether the clause is applicable only to the agents or it is also applicable to the On-role employees of the Company?	Applicable to each one engaged for his purpose
461	42	10	The bidder shall keep the price valid for 12 months from the last date of opening of commercial bid. Under no circumstances, Bank shall bear any increase in the prices. Benefit of downward revision in price on the basis of increased number of transaction after annual review, shall be passed on to the member Banks; as per commercial format	Price	We propose the price point shall be valid for a year and then Auto-inflation of 5% shall be applicable from year 2 onwards.	Clause stands as per RFP
462	43	11	Notwithstanding the Bank's right to cancel the order, liquidated damages at Rs. 1,00,000.00 (Rs. One Lakh Per week) will be charged for every week's delay in the specified implementation schedule. The Bank reserves its right to recover these amounts in the mode as it deems fit and proper such as adjusting from any payments to be made by Anchor Bank to the bidder etc. without prejudice to its other rights and contentions available under the Law (s) for the time being in force. Any loss caused to the bank owing to non-performance of the selected bidder as per the SLA, or non-compliance of regulatory guidelines, will attract liquidated damages to the extent that the claim is made against the bank. The Bank reserves the right to recover this amount from any dues payable or to accrue to the selected bidder in future in any form.	Liquidity Damages	We request bank to relax the clause, liquidate damage charges maximum 1% of the tender value	Clause stands as per RFP

463	43	11	<p>The bidder and its employees/personnel will strictly and individually undertake not to communicate or allow to be communicated to any person or divulge in any way any information relating to the process of Door Step Banking Services and all information whatsoever concerning or relating to the Bank/Member bank/concerned branch and its affairs to which the said employees/personnel will have access in the course of performance of the contract. The bidder shall be responsible for the following insurance coverage:</p> <p><input type="checkbox"/> Fidelity Insurance Policy for the personnel of the bidder carrying cash</p> <p><input type="checkbox"/> Employee accidental policy</p> <p><input type="checkbox"/> Mediclaim for its employee</p> <p><input type="checkbox"/> Vehicle Insurance</p> <p>The bidder shall be responsible for Cash losses/shortages/discrepancies due to act of dishonesty, fraud, misappropriation, embezzlement of cash by its employee(s)/sub-contractors. Under such circumstances bidder will have to make up entire loss incurred by the Bank. Secure recruitment procedures must be adopted with police clearance for all personals engaged for cash management services. Identity cards duly attested by authorized officials of the bidder must be issued for all staff attending calls, processes to be followed as laid down by RBI vide various circulars issued from time to time.</p>	Fidelity and Secrecy	What would be the average ticket size, maximum amount per customer, daily volume of cash handled by each agent. Kindly provide the same	Clause stands as per RFP
464			<input type="checkbox"/> Fidelity Insurance Policy for the personnel of the bidder carrying cash			Clause stands as per RFP
465	43	11	<p>The bidder and its employees/personnel will strictly and individually undertake not to communicate or allow to be communicated to any person or divulge in any way any information relating to the process of Door Step Banking Services and all information whatsoever concerning or relating to the Bank/Member bank/concerned branch and its affairs to which the said employees/personnel will have access in the course of performance of the contract. The bidder shall be responsible for the following insurance coverage:</p> <p><input type="checkbox"/> Fidelity Insurance Policy for the personnel of the bidder carrying cash</p> <p><input type="checkbox"/> Employee accidental policy</p> <p><input type="checkbox"/> Mediclaim for its employee</p> <p><input type="checkbox"/> Vehicle Insurance</p> <p>The bidder shall be responsible for Cash losses/shortages/discrepancies due to act of dishonesty, fraud, misappropriation, embezzlement of cash by its employee(s)/sub-contractors. Under such circumstances bidder will have to make up entire loss incurred by the Bank. Secure recruitment procedures must be adopted with police clearance for all personals engaged for cash management services. Identity cards duly attested by authorized officials of the bidder must be issued for all staff attending calls, processes to be followed as laid down by RBI vide various circulars issued from time to time.</p>	Fidelity and Secrecy	Request Bank to remove requirement of buying insurance policies other than fidelity for personnel.	Clause stands as per RFP

466	45	19	If the solution, or any of its components behaves erroneously which results in monetary or business loss to the Bank, then the entire amount of such loss shall be recovered from the bidder on actual basis.	Penalty Clause	Please specify how business loss will be calculated as per clause.	Clause stands as per RFP
467	45	19	Total penalty mentioned for above and Liquidated damages shall be subject to maximum of 10% of the total cost of ownership. However, any penalty imposed by the Govt./RBI/ any other statutory body due to act/failure of conduct of bidder or its agents shall be entirely borne by the bidder. Once the maximum limit of the penalty is reached, the Bank may consider termination of the contract, after invoking Performance Bank Guarantee submitted by the Selected Bidder.	Penalty Clause	Request that penalty be capped at 1% of the TCO. Penalties imposed by the statutory bodies are extremely large and should be borne by the bank. Bank may institute necessary oversight measures to eliminate such errors by vendor or its personnel.	Clause stands as per RFP
468	45	18	L1 bidder will be given priority in selection of Centres, subject to centres shall not be below 60% and adjacent centres (geographical distribution) shall be allotted to each bidder.	18. Award of Contract	Whether L1 need to select 60 out of 100 centres in provided list, as a 60% distribution ratio?	Please refer RFP Clause 18
469	43	11	Notwithstanding the Bank's right to cancel the order, liquidated damages at Rs.1,00,000.00 (Rs. One Lakh Per week) will be charged for every week's delay in the specified implementation schedule. The Bank reserves its right to recover these amounts in the mode as it deems fit and proper such as adjusting from any payments to be made by Anchor Bank to the bidder etc. without prejudice to its other rights and contentions available under the Law (s) for the time being in force. Any loss caused to the bank owing to non-performance of the selected bidder as per the SLA, or noncompliance of regulatory guidelines, will attract liquidated damages to the extent that the claim is made against the bank. The Bank reserves the right to recover this amount from any dues payable or to accrue to the selected bidder in future in any form.If the selected Bidder fails to provide any of the services after starting of operations, as per the terms of this RFP, the Bank shall be entitled to charge penalty/ liquidated damages @ 5% of the monthly bill, per week or part thereof.The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder. Bank may invoke the Performance Bank Guarantee for further delay in delivery, implementation and migration.	Liquidated Damage	We suggest that the Liability of the service provider should be capped up to 2 months invoice value.	Clause stands as per RFP
470	50	27	Bank at its sole discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank. The audit charges shall be borne by the selected bidder.	27. Audit by Third Party	As Audit will be carried out by Bank, Bank has to bear all associated charges at their end. Please modify the clause accordingly.	Third party will be done by Bank

471	55	35	The Bank shall be entitled to terminate the agreement with the selected bidder at any time by giving Thirty (30) days prior written notice to the selected bidder..		We suggest that bank has a right to terminate only after giving 60 days in place of 30 days notice. Also termination right should be bilateral which gives right to CBSL also to terminate the contract and apart from termination right for convenience CBSL also doesn't have any other kind of termination right includes termination in case of breach, insolvency etc. We suggest to incorporate the same	Clause stands as per RFP
472	57	39	Bidder's aggregate liability under the contract shall be limited to a maximum of the cost of ownership.	Limitation of Liability	We suggest that the Liability of the service provider should be capped up to 2 months invoice value.	Clause stands as per RFP
473	57	39, C	Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ work order	Limitation of Liability	It's a standard terms and common practice that "Either party shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ work order". Hence, we request the Bank to modify the clause as above.	Clause stands as per RFP
474	63		The application or the agent must not store any user information anywhere except in designated server.	Service Delivery Application Interface	We provide storage on share point portal which is shared between multiple client with logical segregation. Can we provide space for storage on same server or a dedicated server is required?	Except designated storage system, no data will be stored in any other devices.
475	63	Annexure B	6. Every Agent will be provided their secured login id & password.	Agent Login	We request the Bank to elaborate the requirement.	Clause is self explanatory
476	63		Service Request Handling Application After login, Agent should be able to view the daily planner for scheduled activities. This should be in sync to delivery time as chosen by citizens against their service request id. Daily planner will raise alerts to the Agent.		Does CBSL need to deploy Scheduling Tool or this will be provided by the Bank	It is vendor(s)' responsibility
477	63		Service Request Handling Application (v) Role based MIS etc		Does bank have a define span ratio for MIS & WFM-RTA or this will be as per CBSL	No
478	67		(Service Calls where allotment of DSB Delivery Agent is not required) Tentative quantity of calls per annum - 50,00,000		Require day wise interval wise call volume trend for last 1 year, to gauge peak days volume % and interval wise peak volume %	Indicative transactional volume may be referred.
479	67	2	Unit Rate shall not exceed Rs. 75/- per successful call for entire contract period	Commercial Bid	please clarify the rate mentioned is inclusive or exclusive of taxes	Capping is exclusive of tax
480	67	Annexure	In each category, for increase of 20% in total call per annum; unit rate shall reduce by quantum of 10% of quoted rate.	Commercial Bid	We Request to remove this clause.	Clause stands as per RFP
481	67	Annexure E	Tentative quantity of calls per annum is 50,00,000		The tentative Call Quantity by UCO is 50,00,000. If there will substantial decrease in volume it will make solution non-viable. So, we request to include minimum guarantee of call volume for service provider.	Clause stands as per RFP
482	67	Annexure			Kindly share the call arrival pattern on monthly basis. Also kindly elaborate Bid format in detail.	Indicative transactional volume may be referred.

483	68	Table 2	** In each category, for increase of 20% in total call per annum; unit rate shall reduce by quantum of 10% of quoted rate.	Table 2	a) Whether Bank will change the price only after reaching 20% increase or it will be change in the range of quantity? Please share the example for better understanding. b) As there is no guarantee/commitment from Bank on quantity, please modify the clause as increase or decrease in 20% quantity payment will vary accordingly for each category. c) As for each increase in the quantum of call/service, Bidders need to increase the manpower/infra setup for each of the category to maintain SLA clause/scope, please remove this clause.	Annual review will be taken in place only in case of increase in call / service volume as mentioned in commercial template.
484	68	Table 2	Above rates shall be reviewed annually.	Table 2	Bidder will be under loss, if Bank intent to decrease the price annually, as all cost will be calculated distributing over the period of 3 years. So please remove this clause.	Clause stands as per RFP
485	68	Table 2	Above rates shall be reviewed annually.	Table 2	Whether Bank will ready to review the price both upward/downward as per the annual review?	Annual review will be taken in place only in case of increase in call / service volume as mentioned in commercial template.
486	69	Table 3	Payment will be based on actual call completed on monthly basis.	We confirm that: - 6.	Please elaborate the meaning of completed call Our understanding is Bank will pay for each received call count. Please confirm!	Call answered for a minimum period of time (30 Sec) will be treated as a call
487	70	Table 3	Lowest Bidder (L1) will be determined on Grand Total for the period of contract i.e. 3 years (Total Cost of Ownership, i.e. TCO).	We confirm that: - 11.	Commercial bid, Table 3 – TCO is calculated for 1 year. Please confirm.	Please refer corrigendum
488	29	Part IV	New Customers can lodge a request using Aadhaar+OTP verification or any other authentication method finalised by the bank.	Scope of work	How new to bank customer would be onboarded? Process to be adopted for new customers' needs to be elaborate by the Bank	Please refer RFP Clause
489	General	General	NA	No. of users	Total number of users.	Indicative transactional volume may be referred.
490	General	General	NA	Transaction	What will be Transaction per second value	Indicative transactional volume may be referred.
491	General	General	NA	Data base size	Approximate Data base size, YoY details	Indicative transactional volume may be referred.
492	General	General	NA		Require Detailed JD of Agents along with experience & Education	Indicative transactional volume may be referred.
493	General	General	NA		What is the expected mix of Fresher : Experience?	Indicative transactional volume may be referred.
494	General	General	NA		What is the expected mix of Graduates: Undergraduates?	Indicative transactional volume may be referred.
495	General	General	NA	Agent tracking	In case if agent is visiting the customer, do bidder has to track different states stages for the visit and share the same with bank?	Yes
496	32	c	The application should be platform agnostic i.e. supporting all platform viz. Android / IOS / Windows etc	Scope of Work	Windows mobile is no longer in use and MS is not releasing any new versions of the OS. Requesting bank to exempt development on Windows mobile	Mobile App for Android & IOS to be developed

497	30	Common Call Centre	General Query	Average Handling Time of 1) Agents Handled Calls and 2) Automated calls For Outbound and AHT for Inbound calls	Please mention the bifurcation between Agents Handled calls and Automated Calls and also the AHT on IVRS before agents receive calls and Inbound calls	Indicative transactional volume may be referred.
498	30	Common Call Centre	Cater to all customer languages	Language wise call bifurcation to be provided	Please give us the language wise break up of the volume of calls that is expected to be called by Agents and also automated calls	Please refer list of 100 locations in Annexure V
499	30	Common Call Centre	CCC should have Toll Free Number	Call arrival pattern not mentioned	Please share the call arrival pattern to plan the manpower shifts	Indicative transactional volume may be referred.
500	30	Common Call Centre	CCC should have Toll Free Number	Owner of the TFN	Please let us know if the service provider has to procure the Toll Free Number in the name of Anchor Bank, and include the telecom charges in the Unit Price?	Understanding is correct
501	30	Common Call Centre	Outbound automated calls for promotion of Government Schemes	Do not Disturb scrubbing	Pl. let us know if the DND scrubbing is required before we initiate Outbound calls be it Automated or through Agents as the same involves cost.	Vendors' responsibility
502	30	Common Call Centre	Outbound automated calls for promotion of Government Schemes	Scripts for Automated calls and Other Agent calls	Will the Anchor Bank or Member Banks be providing the scripts for the same.	Understanding is correct
504	36	Manpower & Training	Training to Call centre Agents	Initial Train the Trainer concept and duration of Training required for Agents	Please specify if the Anchor Bank will Train the Trainer who in turn will impart training to Agents. Please specify the duration of training – Initial and refresher and at what durations.	Training to be imparted to agents by Selected bidder(s) only
505	36	Manpower & Training	Bills raised per IIBF courses	Agents involved in the work should preferably imparted with IIBF course for BC/BF or similar courses in due course of time	Pl. specify which all courses can be done	Clause is self explanatory
506	37	MIS & Reports	Bills raised per member bank	Multiple bills	Pl. specify if we have to raise multiple invoices, i.e., member bank wise, or a single invoice with separate MIS for each of the member banks, of transactions fulfilled. Pl. also detail the completed transaction which can be billed from Contact Centre perspective	please refer RFP Part V, clause no. 7
507	13	Part – II, Clause 4	Part – II, Clause 4	Earnest Money Deposit	EMD of Rs. 50,00,000 is too high as the Project is great initiative but we need to take care of first mover disadvantage as well and end to end solution requires high level of investment. We request you to kindly consider the EMD amount of Rs. 10,00,000 Secondly EMD is required in the form of BG only kindly allow DD on the name of the Anchor Bank	Clause stands as per RFP
508	18	Part – II, Clause 22	Part – II, Clause 22	Authorized Signatory	In this regard, a Power of Attorney on a Judicial Stamp Paper is to be submitted from the Bidder side indicating the authorized signatory We request you to kindly consider Board Resolution	Clause stands as per RFP

509	24	Part – III Clause 2	Part – III Clause 2	Technical Scoring Criteria Category B: Evaluation Criteria for Contact Centre Point number 2	Total No. of Skilled Employees / Resources (in India) available We Suggest to kindly consider Skilled Employees including Distributor Network i.e. Total Man Power on Job	Clause stands as per RFP
510	40	Part – V Clause 4	Part – V Clause 4	Compliance with all Applicable Laws Compliance in obtaining approvals/permissions /licenses	The selected bidder shall promptly and timely obtain all such consents, permissions, approvals, license viz. UIDAI/ NPCI Certification, PCI-DSS Certification, Labor Law compliance etc We request Anchor Bank to provide required assistance in getting the above Listed consents, permissions, approvals, license, etc. as and when required	Clause stands as per RFP
511	41	Part – V Clause 6	Part – V Clause 6	Performance Bank Guarantee	The selected bidder (hereinafter called vendor) shall be required to provide a Bank Guarantee for Rs.8,00,00,000.00 (Rupees eight crore only) We request you to kindly consider the Performance Bank Guarantee for Rs.1,00,00,000.00 (Rupees one crore only) As the Project is great initiative but we need to take care of first mover disadvantage as well and end to end solution requires high level of investment.	Clause stands as per RFP
512	11	Part – I Clause 3 Sl. No. 6	Part – I Clause 3 Sl. No. 6	Eligibility Criteria	The bidder / any partner should be in business of providing Call Centre / Web Portal / Banking Mobile App related solution for at least 3 years in India as on date of submission of bid. Please clarify the point and we request you to kindly consider bidder as eligible if they are in any one business of providing Call Centre / Web Portal / Banking Mobile App related solution for at least 3 years in India as on date of submission of bid.	Clause stands as per RFP
513	11	Part – I Clause 3 Sl. No. 7	Part – I Clause 3 Sl. No. 7	Eligibility Criteria	The bidder / any partner should have proper support organization structure for each cluster of 10-15 Sub Service Areas to carry out the Banking Agent activity successfully in 100 locations. Please clarify the point in detail	Not more than 15 locations out of 100 locations under one Sub centre.
514	23	Part – III, Clause 2	Part – III, Clause 2	Technical Bid Evaluation	Who has to provide FI gateway and FI application	Selected bidder
515	41		6 Performance Bank Guarantee	The selected bidder (hereinafter called vendor) shall be required to provide a Bank Guarantee for Rs.8,00,00,000.00 (Rupees eight crore only) to Anchor Bank	Kindly let us know the volume of business and please confirm whether amount of BG can be reduced.	Clause stands as per RFP

516	13	4	Earnest Money Deposit	The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee of Rs.50 lakhs.	Kindly let us know whether EMD can be reduced.	Clause stands as per RFP
518		General Clause	Consortiums	Participation	Is there any limitation for no. of partners in a consortium	No
519		General Clause	No. of Locations to be served	Serviceable locations	Do we have to provide services only on 100 locations as mentioned in Annexure-V of RFP document?	Initially services will be provided to mentioned 100 locations. However, nos. of locations may be increased in future.
520	10	Part I , clause 3	In case of consortium of vendors, Prime vendor will be treated as the bidder and whose eligibility should be as per following criteria. Whereas other vendors of consortium will be referred as partners.	Eligibility Criteria	Eligibility of all partners in case of consortium should be taken into consideration.	Clause is self explanatory
521	24	Part III, Category B, Point 2	Total No. of Skilled Employees / Resources (in India) available · 15000+ Employees (10 Marks) · 10000-15000 Employees (5 Marks) · 5000+ employees (2.5 Marks)	Technical Scoring criteria	We are assuming to consider agents of Spice Money who are not on-rolls of Spice money but are directly associated for providing services.	Resources of partner under direct agreement will be considered
522	61	Annexure – B, Part A, Point 2	For calls related to Bank's specific system e.g. Hotlisting of cards, Accounts related information, etc., Routing the calls to respective Bank through integration of Common Call Centre with the existing call centre of the Bank.	Feature in the system	What will be the TAT of providing necessary information, APIs etc required for integration purpose? In case of any delay, it would be responsibility of the concerned person.	For Bank specific queries, call to be routed to respective Bank's call centre
523	63	Annexure – B, Part E, Point 1	The application should be platform agnostic i.e. supporting all platform viz. Android / IOS / Windows etc.	Feature in the system	Microsoft has discontinued support for Windows platform based mobile applications. Please suggest on how to work on such technology.	Mobile App for Android & IOS to be developed
524	63	Annexure – B, Part E, Point 3	The application should Integrated with NPCI for Aadhaar based Biometric Authentication.	Feature in the system	Will it be bidder's responsibility to get the certifications done for member banks as well?	Certification will be the sole responsibility of bidder. However, AUA bank co-ordinate for certification.
525	63	Annexure – B, Part E, Point 5	The application has to be integrated with member Bank's SMS gateway for sending updates to customers.	Feature in the system	Who will be bearing the cost of SMS? Member Banks or Bidder?	Member Banks
526	63	Annexure – B, Part E, Point 7	Home Screen of the Agent application should have following components (i) Daily To- Do List (ii) Service fulfillment form against Service Request id (iii) FAQ (iv) Raise Grievance (v) Role based MIS etc.	Feature in the system	Will there be any responsibility of the banks to handle these requests at backend manually. If yes and in case of delay from their side, what will be the consequences?	No
527	64	Annexure – B, Part E, Point 19	All change requests have to be fulfilled without any additional fee. At any instant of time, The Bank may change work-flow or add some SMS or tracking or add new module without any additional cost.	Feature in the system	There should be a defined timeline/ TAT for giving any new changes requests.	Within the defined timeline by regulatory / bank authority

528	36	Point P, sub point iv	Delivery of non-personalised Cheque Books, Drafts, Pay Orders, Term Deposit Receipt /Acknowledgement etc.	Service Type (Non-Financial services)	What will be the mode of delivery of Pay orders, Cheque books, and Drafts etc. materials to DSB Agent?	DSB agents to collect document from respective bank branches.
529	15	11		11 Conflict of Interest	Kindly elaborate on what constitutes Conflict of Interest	Clause stands as per RFP
530	18	22		22 Authorized Signatory	We request you to kindly consider a letter signed by the authorized signatory of the bidder company to be valid instead of a Board Resolution and Power of Attorney	Clause stands as per RFP
531	20	24		24 Bid Price	Do we need to submit a list of applicable taxes along with the tax rates while submitting the commercial bid. If yes, then kindly share the format.	Within the tax limit to be mention in commercial template.
532	41	6		6 Performance Bank Guarantee	Do we have to provide separate Bank Guarantee to each member bank ?	No, Single BG of Rs. 8 Cr. to Anchor Bank
533	42	7		7 Payment Terms and Paying Authority	The bidder has to submit the photocopies of the receipt of wages duly acknowledged by his employees engaged in Door Step Banking Service activity. As, per clause no. 8 on page 42, since the bidder has to be the principal employer and bidder pays salary to employee so there is no need to take receipt from employee. Please clarify.	Undertaking of vendor in this regard to be submitted every month along with invoices.
534	42	9	9(b)	Insurance	If bidder will take insurance, then it will be in the name of the bidder. Bank can take such insurance if it should be in the name of the bank. Please clarify.	Clause stands as per RFP
535	43	12		12 Fidelity and Secrecy	As per RFP, bidder will have to make up the entire loss incurred by the bank. Please specify "Entire Loss".	Clause stands as per RFP
536	41	6		6 Performance Bank Guarantee	As per RFP, selected bidder has to furnish a performance bank guarantee of Rs. 8 crores. Request you kindly consider Bank Guarantee amount against per unit Agent allotment as it may lead to submission of BG of Rs. 8 crores even allotment is few hundred agents only.	Clause stands as per RFP
537	10	3. Eligibility CriteriaIn case of consortium of vendors, Prime vendor will be treated as the bidder and whose eligibility should be as per following criteria. Whereas other vendors of consortium will be referred as partners		Post RFP process, can prime vendor partner with other organisations for providing services.	Caluse stands as per RFP
538	11	Eligibility Criteria Sl. No.7 of Table	The bidder / any partner should have proper support organization structure for each cluster of 10-15 Sub Service Areas to carry out the Banking Agent activity successfully in 100 locations.		As most of the locations are urban, Corresponding structure will be setup post winning the RFP. Also As this project requires agent management expertise, please include that bidder should have experience in providing business correspondent or doorstep banking services with at least 5000 agents	Clause stands as per RFP

539	36	Service type (to be rendered through Agents)	B. Financial Transactions I) Cash Deposit ii) Cash Withdrawal In case of Cash Deposit/ Cash Withdrawal services, entire responsibility of cash management, security, insurance (Cash/ Fidelity etc.), Cash Van (if required for movement of cash) etc. reside with the bidder. The services may be added/ amended as per bank's requirement or change in business scenario during the evaluation phase. Indicative process flow shall be as under, however Bidder need to propose their own process flow in detail, taking a clue from it:		In case of Financial Transactions, all the member Banks should follow common cash management guidelines for the Agents/customers.	For financial transaction Cash management will be done by AUA bank branches
540	10	Eligibility Criteria Point 2	The Bidder should have minimum annual turnover of Rs. 25 Crores per year during the last three financial years (2016-17, 2017-18 & 2018-19). In case of a wholly owned subsidiary, the net worth of parent/ holding company will be taken into consideration		Considering that this project is a very large one (worth more than 100s of crores) with significant amount of upfront investment and BG requirement itself being 8cr, the service provider should ideally be a larger player. Hence request the annual turnover to be increased to 100cr. The project is large and the Bank will need a very strong partner both financially, technologically and operationally. Hence our request that this clause be changed to 100cr annual turnover Also request that the networth of parent company be not considered as the bidder is responsible for execution and parent company has no role nor will the Bank be able to hold the parent company liable for any issues	Clause stands as per RFP
541	24	Category A point 1	No of Assignment in Door Step Services (similar to the scope in the RFP for Door Step Services) – for any organisation in India, preferably BFSI.		As Business correspondent Services/Financial Inclusion Services Scope is similar to Doorstep Banking Services, We are assuming that letters from respective clients will be considered for this criteria	Understanding is correct
542	24	Category B: Evaluation Criteria for Contact Centre	No of Assignment carried out by Bidder / any partner on setting up & management of contact centre operations		We are providing Call centre services to support operations for various clients through toll-free number. As services include support for various languages, Logging and tracking Issues using in-house software, We are assuming that these will come under call centre services. Please confirm	Please refe RFP clauses
543	25	Category C Point 2	a) Data Centre, Disaster Recovery Infrastructure, Hosting and Operation management (tier-3 data centre, CERT-IN certified, etc.) – (5 Marks)		Please include ISO 27001 as well	Please refer corrigendum
544	92	Annexure) third Paragraph	We hereby confirm that we are agreeable to provide services as per SLA for a period of 3 years, extendable by another 2 years on base of performance		Considering the scale of project and initial investment required, it would take at least 2 years to get stabilised. So, request you to extend the project duration to 5 years extendable by another 5 years based on the performance	Clause stands as per RFP
545	67	Commercial Bid	In each category, for increase of 20% in total call per annum; unit rate shall reduce by quantum of 10% of quoted rate.		As initial capital investment would be high, It would take time to get breakeven. So, request you to use the same price for the entire tenure	Clause stands as per RFP
546	67	Commercial Bid	Unit Rate shall not exceed Rs. 5/- per successful call for entire contract period		Cap on commercial should be removed as the rate is low and doesn't justify the heavy investment that needs to be done	Clause stands as per RFP

547	68	Commercial Bid	Note: Unit Rate shall not exceed Rs. 75/- per call in any category for entire contract period.		Cap on commercial should be removed as the rate is low and doesn't justify the heavy investment that needs to be done	Clause stands as per RFP
548	68	Commercial Bid	Unit Rate shall not exceed Rs. 5/- per successful call for entire contract period		Please elaborate the definition of Successful call in this aspect. Ex: If customer calls multiple times for the service request, will it be considered as number of specific calls or one?. What about the routing calls to another department?	Call answered for a minimum period of time (30 Sec) will be treated as a call
549	35	Part IV- Scope of Work	Service area & timing • Service area of catering of every Banking Agents will be 5-10 kilometre depending on the accessibility of the area. • All request generated up to 3:00 P.M. should be completed within 3 hours of request generation and request generated after that should be completed by 1:00 pm next working day.		1. Service Area for every Banking Agent should be defined in terms of Distance and Population/no. of Household together. 2. Daily Service Time and weekly Holiday for the Banking Agent should be mentioned.	Clause stands as per RFP
550	11	Point 5	The bidder / any partner should be in business of providing Business Correspondent / Banking agent / doorstep services for at least 3 years and have availability of delivery channel and must have provided services in India as on date of submission of bid.		RFP states Bidder or Partner should be in business of providing BC/ Considering that the primary objective of the RFP is to provide BC services, we believe that the Prime bidder should be in this business and should be an authority in this business. Hence request that the clause be changed to 'Bidder only' and not Bidder/Partner	Clause stands as per RFP
551	11	3	7. The bidder / any partner should have proper support organization structure for each cluster of 10-15 Sub Service Areas to carry out the Banking Agent activity successfully in 100 locations.	Eligibility Criteria	Query : 100 locations spread across PAN India?	List of 100 locations provided as Annexure V in RFP
552	11	3	7. The bidder / any partner should have proper support organization structure for each cluster of 10-15 Sub Service Areas to carry out the Banking Agent activity successfully in 100 locations.	Eligibility Criteria	Query : 100 locations or 100 cluster?	100 locations
553	11	3	7. The bidder / any partner should have proper support organization structure for each cluster of 10-15 Sub Service Areas to carry out the Banking Agent activity successfully in 100 locations.	Eligibility Criteria	Query : How many villages are under one Sub Service Area	Not more than 15 locations out of 100 locations under one Sub centre.
554	32	c	The application should be platform agnostic i.e. supporting all platform viz. Android / IOS / Windows etc..	Service Delivery Application Interface	Query : Kindly clarify list of supported operating system instead of etc.	Mobile App for Android & IOS to be developed
555	32	c	Integration with NPCI for Aadhaar based Biometric Authentication	Service Delivery Application Interface	Query : Who will act as AUA?	Member bank will be AUA.
556	33	c	Service request will be accepted only if lien marking is possible in the account by the Bank	Service Delivery Application Interface	Query : How will the SI come to know whether the account is lien marked. Is there any service integration with respective member bank?	Member Banks will share the API/ISO format for integration. For integration with NPCI, Bidder has to co-ordinate with member bank as AUA.

557	33	c	Citizen can track their application from application interface at any time through Web Portal / SMS/Mobile Application	Service Delivery Application Interface	Query : Does it mean the application is common for Agent & Citizen?	Application interface may be separate for Citizens & agents
558	10	2	The Bidder should have minimum annual turnover of Rs. 25 Crores per year during the last three financial years (2016-17, 2017-18 & 2018-19). In case of a wholly owned subsidiary, the net worth of parent/ holding company will be taken into consideration	Turnover	Since auditing for the year 2018-19 is under progress request you to please consider Turnover for the years 2015-16, 16-17 & 17-18.	In case of unavailability of audited balance sheet for 18-19 provisional balance sheet signed by Company Secretary or CA should be submitted.
559	10	3	The bidder should have positive net-worth in last three financial years (i.e. 2016-17, 2017-18 & 2018-19)	Networth	As requested above, please amend as Networth in last 3 years ie., 2015-16, 16-17 & 17-18	Clause stands as per RFP
560		General Clause		GENERAL	Kindly define the level of Compliance System for each Services	Please refer Service Area & Timing clause.
561		General Clause		GENERAL	As we are to have unified Grievence Readdressal System, Kindly let us know the commonly used Technology Stack for all Bank's Helpdesk	No direct relation to Bank help desk only call routing facility to be required.
562		General Clause		GENERAL	As we have to store Aadhar Number of customer, Do all Bidder need to propose Aadhar Data Vault Solution as a part of Scope	Aadhar vault of respective Bank will be used for transaction purpose. However for new customer authentication, no storing of Aadhar no. is required.
563		General Clause		GENERAL	Tier Level for handling Calls whether all call should be routed to the banks or filtered by the Bidder	For Bank specific queries, call to be routed to respective Bank's call centre
564		General Clause		GENERAL	What would be the total Volume of Data and the type of Data.	Indicative transactional volume may be referred.
565		General Clause		GENERAL	What would be the expected Call Volume?	Indicative transactional volume may be referred.
566		General Clause		GENERAL	What would be the volume of each Transaction?	Indicative transactional volume may be referred.
567		General Clause		GENERAL	Is there any Preferred any Technology Stack?	No
568	22	Part-II,25/w	w.List of 100 centres(Annexure-v)	Number of Centers	Whether the numbers of centers are restricted to 100 only? Or maybe increase during the RFP period?	Initially services will be provided to mentioned 100 locations. However, nos. of locations may be increased in future.
569	22	Part-II,25/w	w.List of 100 centres(Annexure-v)	Locations	Whether the bidder is required to submit bid for all the 100centres or the bidder can bid for state only? By opting states wise purpose will solve?	Bidders presence should be in 100 locations.
570	35	Part-IV/Charges	Charges	Charges Levied by Bank n Customer	We request to specify the charges levied by the bank to the customer?	Not relevant for vendor

571	35	Part-IV/Services area & timing	Services area & timing	Distance Limit	Distance for providing services is mentioned as 5-10 km, what about distance above the limit?	More than the limit services may not rendered.
572	61	Annexure-B	Annexure-B	Call center	Whether the call center is required to all allotted centers or can be a single centralized?	Minimum three locations
573	11	3. Eligibility Criteria/7	The Bidder /any partner have proper support organization structure for each cluster of 10-15 sub service area to carry out the banking agent activity successfully in 100 locations.	BC Agent	Will current BC can be considered as the agent.	No
574	10	3.2	The Bidder should have minimum annual turnover of Rs. 25 Crores per year during the last three financial years (2016-17, 2017-18 & 2018-19). In case of a wholly owned subsidiary, the net worth of parent/holding company will be taken into consideration	<ul style="list-style-type: none"> We are a CMMi Level 3 Company. We are providing FI services to Jharkhand Gramin Bank We have served Uttar Bihar Gramin Bank (2012-2018) with operating 3420 BC centres (Kiosk & Non-Kiosk) under Financial Inclusion We are providing Door Steps Municipal Services to ULB's in Jharkhand, Bihar & Chhattisgarh Since our clients are from 	The Bidder should have minimum average annual turnover of Rs. 20 Crores during the last three financial years (2016-17, 2017-18 & 2018-19). In case of a wholly owned subsidiary, the net worth of parent/holding company will be taken into consideration	clause stands as per RFP
575	24	Technical Scoring Criteria A.3	Total nos. of Skilled Employees (including Agents i.e. Feet on Street) / Resources (in India). <ul style="list-style-type: none"> No. of Employees >3000 (10 Marks) No. of Employees between 2000 and 3000 (5 Marks) No. of Employees <2000 (2.5 Marks) 	.	Total nos. of Skilled Employees (including Agents i.e. Feet on Street) / Resources (in India). <ul style="list-style-type: none"> No. of Employees >1000 (10 Marks) No. of Employees between 1000 and 500 (5 Marks) No. of Employees <500 (2.5 Marks) 	Clause stands as per RFP
576	24	Technical Scoring Criteria B.2	Total No. of Skilled Employees / Resources (in India) available <ul style="list-style-type: none"> 15000+ Employees (10 Marks) 10000-15000 Employees (5 Marks) 5000+ employees (2.5 Marks) 	This is a repetition and contradicting the Clause Mentioned at Technical Scoring Criteria A.3	Please clarify	A3 is related to DSB i.e. nos. of agents servicing (Feet on Street) B2 is related to call centre i.e. nos. of call centre agents
577	25	Technical Scoring Criteria B.3	Language Capability of Call centres agents. <ul style="list-style-type: none"> More than 10 languages (10 Marks) 5 to 10 languages (5 Marks) 	Need Relaxation	Language Capability of Call centres agents. <ul style="list-style-type: none"> More than 5 languages (10 Marks) 2 to 5 languages (5 Marks) 	Clause stands as per RFP

578	25	Technical Solution & Presentation C. 1	Proposed solution (comprising Mobile App / Web Portal) have been implemented in Commercial Banks / Financial Institutions in Globally / India in last 3 years (1 Reference x 2.5 Marks for each reference)	Other Institutions should also be considered as given in Eligibility Criteria (The bidder / any partner should be in business of providing Call Centre / Web Portal / Banking Mobile App related solution for at least 3 years in India as on date of submission of bid.)	Proposed solution (comprising Mobile App / Web Portal) have been implemented in Commercial Banks / Financial Institutions/Other Institutions in Globally / India in last 3 years (1 Reference x 2.5 Marks for each reference)	Clause stands as per RFP
579	42	Part IV : 7. Payment Terms and Paying Authority	The bills pertaining to each month, for all services rendered during each month, shall be submitted to the respective Member Bank within 20 days of the succeeding month.	Payment Should be released within 10 days after submission of monthly invoices with supporting MIS	The bills pertaining to each month, for all services rendered during each month, shall be submitted to the respective Member Bank within 10 days of the succeeding month. Payment Should be released within 10 days after submission of monthly invoices with supporting MIS to concerned Authority	Clause stands as per RFP
580	32	C	Service Delivery Application Interface	Single Sign-On for all Bank's applications Payment Gateway, Payment Wallet integration	API integration Is required with NPCI / Bank's system and Call Centre Application is required?	Member Banks will share the API/ISO format for integration. For integration with NPCI, Bidder has to co-ordinate with member bank as AUA.
581	32	B	Service Request Handling Application	The selected Bidder will develop, deploy and maintain the Application to be used by the call-centre executive for service request handling	Mobile app which is developed by the service partner to be accessed by customer? If yes, its needs to be made available in public Domain or it will be part of UCO Bank APP? Service request (SR) will be made available to customers?	Mobile app will be available in Public domain
582	30	A i	Universal Touch Points	Common Call Centre	For Outbound automated calls, is the Bank looking out for voice blasters?	Clause stands as per RFP
583	31	li & iii	Common Web Portal & Common Mobile App	Option to lodge and track servicerequest/grivances for Door Step Banking, link of individual Bank's Portal	Need clarity on "Icon /Hyperlink of Internet Banking Application of each member Bank under common web portal	The common Web Portal should contain Hyperlink of Internet Banking Application of each member Bank

584	24	Part-III	1. No of Assignment carried out by Bidder / any partner on setting up & management of contact centre operations (1 reference x 5 Marks for each reference)	Technical Scoring Criteria: Category B: Evaluation Criteria for Contact Centre	Request the Bank to kindly modify the clause as: No of Assignment carried out by Bidder / any partner on setting up & management of contact centre operations in Bank (1 reference x 5 Marks for each reference)	Clause stands as per RFP
585	24	Part-III	2. Total No. of Skilled Employees Resources (in India) available	Technical Scoring Criteria: Category B: Evaluation Criteria for Contact Centre	Request the Bank to kindly relax the criteria as follow: <ul style="list-style-type: none"> • 5000+ Employees (10 Marks) • 3000-5000 Employees (5 Marks) • 1000+ employees (2.5 Marks) 	Clause stands as per RFP
586	29	Part-IV	The application should support following key features: <ul style="list-style-type: none"> o Single Sign-On for all Bank's applications Payment Gateway, Payment Wallet integration. o Integration with NPCI for Aadhaar based Biometric Authentication. o Integration with Bank's other related Applications. o The application has to be integrated with member Bank's SMS gateway for sending updates to customers. 	c) Service Delivery Application Interface	As the project involves varied types of integration, request the Bank to ensure the cooperation (viz. exposing of APIs by Gateway or other system vendors) of the OEMs of the other systems required for integration. The Anchor Bank would be the SPOC for any communication with the OEMs of the other systems.	Member Banks will share the API/ISO format for integration. For integration with NPCI, Bidder has to co-ordinate with member bank as AUA.
587	24	2	Total No. of Skilled Employees / Resources (in India) available <input type="checkbox"/> 15000+ Employees (10 Marks) <input type="checkbox"/> 10000-15000 Employees (5 Marks) <input type="checkbox"/> 5000+ employees (2.5 Marks)	Part –III: BID OPENING AND EVALUATION CRITERIA Technical Bid Evaluation: Technical Scoring Criteria. Category B: Evaluation Criteria for Contact Centre	Please consider the agents associated with us under this criteria	Resources of partner under direct agreement will be considered
588	64	19	All change requests have to be fulfilled without any additional fee. At any instant of time, The Bank may change work-flow or add some SMS or tracking or add new module without any additional cost.	ANNEXURE –B Detailed Scope of Work: Section E- Service Delivery Application Interface	Request Bank to change the clause to "any changes requested shall be evaluated". In case of major changes Bank shall pay additionally at a mutually agreed cost	Clause stands as per RFP

589	93		Undertaking Letter on the vendor's letterhead for Central Minimum Wages Act & Labour Laws.	Annexure P	As per the scope of work, we are going to engage agent under commission model. In this regard wages ACT & Labour Laws are not applicable. Request Bank to delete the annexure.	Clause stands as per RFP
590	42	8	The bidder / consortium partner shall act as principal employer and must ensure payment of minimum wages to their employees who are engaged in Bank's establishment in consonance with the rules prescribed by Central Govt. from time to time	Minimum wages	As explained above, we are to engage agent under commission model. In this regard wages ACT & Labour Laws are not applicable. Request Bank to delete the Clause.	Clause stands as per RFP
591	43	11	Notwithstanding the Bank's right to cancel the order, liquidated damages at Rs. 1,00,000.00 (Rs. One Lakh Per week) will be charged for every week's delay in the specified implementation schedule.	Liquidated Damage	Please be informed that project delivery has interdependency from Bank side. We seek Bank support in providing all the required details for the project implementation. Any delay shall be evaluated before imposing liquidated damages	Clause stands as per RFP
592	27	3	Bank will finalize the L-1 & L-2 bidders based on the TCO quoted by the bidder in Annexure-E as per following criteria. c. The ratio of locations to be ordered between L1 & L2 will be 60:40.	Commercial Evaluation	We request Bank to clarify whether bank is also going to share the Technology portion or only the operation part. In this we request Bank to clarify on the L1 & L2 Sharing formation in details based on the scope of the RFP	Please refer clause no. 18 Award of Contract

593	36	Part-IV	Scope of Work	B. Service type (to be rendered through Agents)	<p>i) Pick up of negotiable instruments: If the cheques/drafts are near the end of validity (like the last day) should they be picked up or not?</p> <p>Vi) Acceptance of IT challan: If it is to be picked up on the due date, the possibility of account getting closed before the transaction getting completed. Should it be picked up or not?</p>	Turn around time to be maintained
594	62	Annexure - B, D2	Detailed Scope of Work	D. Service Request Handling Application	All the Citizen Services may not be part of the banking service. So please list all the Citizen Services to be offered in the solution.	Services listed in the RFP to be provided
595	62	Annexure - B, D8	Detailed Scope of Work	D. Service Request Handling Application	Does Eligibility Test Mechanism mean verifying the personal details, like account number, mobile number, date of birth and so on of the caller? If yes, it is assumed that all the member banks will provide the required interface to verify these personal details.	Member Banks will share the API/ISO format for integration. For integration with NPCI, Bidder has to co-ordinate with member bank as AUA. Eligibility Test Mechanism to be referred as Authentication Mechanism for more clarity.
596	63	Annexure - B, E1	Detailed Scope of Work	E. Service Delivery Application Interface	In terms mobile phone, there are no Windows phones available as of now. So is it required for this application to be developed for Windows?	Mobile App for Android & IOS to be developed
597	63	Annexure - B, E2	Detailed Scope of Work	E. Service Delivery Application Interface	The service delivery application of the agent will communicate to the intermediate DSB server which in turn will interface with the respective banks applications like Payment Gateway, Payment Wallet.	Understanding is correct
598	63	Annexure - B, E4	Detailed Scope of Work	E. Service Delivery Application Interface	Please provide the list of applications with which integration needs to be done.	Core Banking System, Internet Banking , Mobile Banking, Lead Generation, SMS gateway, Single Sign-on (for staff authentication) etc of Member Banks and other related middleware

599	63	Annexure - B, E11	Detailed Scope of Work	E. Service Delivery Application Interface	The service delivery application of the agent will communicate to the intermediate DSB server which in turn will interface with the respective banks applications interfaces.	Understanding is correct
600	64	Annexure - B, E13	Detailed Scope of Work	E. Service Delivery Application Interface	Instead of lean marking, the charges can be debited at the time of service request. In case the service is not delivered, this can be refunded.	Clause stands as per RFP
601	General	General	General	Cash Withdrawal and Deposit	For the cash withdrawal and deposit, what are the transaction channels (AEPS, RuPay, etc.) that should be supported?	Through AEPS channel & Debit / credit card through POS financial transactions should be supported
602	General	General	General	Regulatory Compliance	<p>We understand that the agents are appointed by the DSB. To do the financial transactions, agents should be BC agents. Based on this assumption, please clarify the following.</p> <p>1. The agents also need to be BC agents of a bank.</p> <p>2. As per RBI regulations, BC can serve only one bank. When he/she serves customers of other banks, the transactions will be OFFUS transactions.</p> <p>3. Should the DSB be the corporate BC for all the 19 banks?</p> <p>4. Many banks (e.g. SBI) allow the BC agents to use their transaction application only. In that case how do we integrate their client application with the DSB agent application? If DSB need to integrate with different bank gateways for financial transactions, there must be a standard interface provided by all the 19 banks.</p>	Through AEPS channel & Debit / credit card through POS financial OFFUS transactions should be supported
603	11	Clause No-6	Eligibility Criteria	The bidder / any partner should be in business of providing Call Centre / Web Portal / Banking Mobile App related solution for at least 3 years in India as on date of submission of bid.	Letter from client/ Agreement with the client along with respective purchase order to this effect is to be submitted.	Clause stands as per RFP

604	24	Technical Scoring Criteria	Total No. of Skilled Employees / Resources (in India) available <input type="checkbox"/> 15000+ Employees (10 Marks) <input type="checkbox"/> 10000-15000 Employees (5 Marks) <input type="checkbox"/> 5000+ employees (2.5 Marks)	Letter of confirmation (self-certified letter) highlighting job roll wise bifurcation duly signed by the authorized signatory	BC Model was always carried out on agent partner model so will similar agent partner structure will be considered? Kindly clarify.	Resources of partner under direct agreement will be considered
605	35	Scope of Work	Integration with existing banking system	Bidder is required to integrate the proposed solution with member bank and NPCI	Will an interface provided to bidder for managing day to day transaction business?	Member Banks will share the API/ISO format for integration. For integration with NPCI, Bidder has to co-ordinate with member bank as AUA.
606	41	Scope of Work	Performance Bank Guarantee	Bidder is required to provide a BG for 8 Crores to anchor bank.	Will bidder get exposure to consumer base in terms of total volume/ value of txn in order to justify investment equalling to PBG amount.	Clause stands as per RFP
607	35	Scope of Work	Service and timing	service area of Banking agents	Will the existing branches, near service area of BA, of member banks provide necessary help/support at regular interval of time for ease of operation purposes	Clause stands as per RFP
608	36	Scope of Work	Manpower and Training	Training arrangement for Banking Agents	Will any kind of training support provided by member banks?	No, Bidder has to arrange training at their own
609	General	General	General	GENERAL	Bidder like to understand if it is mandatory to bid for all the scope mentioned in the RFP – Fleet on Street (Category A), Contact Centre (Category B) and Technology (Category C). From Concentrix perspective we don't cater to Fleet on Street (FoS) as a service but we would like to bid for other two scope for - Contact Center (Category B) and the entire Technology/Technical Solution (Category C). Please clarify if this is ok so that bidder can initiate their Solution approach	The requirement is for DSB solution with support of Universal Touch Point (Call Centre, Web Portal & Mobile App). It is single requirement. Bidder may constitute consortium for providing entire services.