

Department of Information Technology Request for Proposal (RFP) For End to End Reconciliation solution for Card Transaction, ATMs and other transactions RFP Ref. No: DIT/BPR&BTD/OA/2294/2020-21 Date: 23/11/2020 <u>Pre-Bid Responses/ Clarifications to Queries raised by the Bidder(s) Amendments, Addendums and Corrigendums</u>

SI. No	RFP Page No.	RFP Clause No.	Original RFP Clause	Query Sought/Suggestions of the Bidder	Bank's Response
1	32	Part–IV: Scope of Work Point No.19	GST accounting: The accounting should enable the bank to submit the relevant data / reports on Daily / Weekly /Monthly/ Quarterly/ Half Yearly / Yearly basis as required by the bank /regulators. Selected bidder should complete the activities i.e GSTR1, GSTR 2A, GST TDS, GST Invoices, Reconciliation of Sundry debtors account in co-ordination with various stake holders like NPCI, Bank, other banks, etc.	Need clarity. What is Bank's expectation from the Vendor?	Clause Clarified as under: Selected bidder is required to provide data/reports on GSTR1, GSTR2A, TDS etc tallied with NPCI data/reports and reconcile related accounts in coordination with NPCI, bank, other banks etc.
2	35	9th Bullet on the Page	Bank will share the CBS host files	What will the current format of these CBS host files?	Currently CBS host files are in Text format.
3	38	Scope of Work 1.1 Debit Cards/ATM & PoS Transactions Point.(a)	The Successful bidder will upload data files from Bank"s Central Server / ATM Switch/EJ Data/Transaction Log Files (TLF)/Data Files as received from ATM sharing Networks like NFS/VISA/MASTER/RUPAY etc. in the Reconciliation system server and carry out the process of reconciliation of all entries by generating reports of matched, unmatched, failed, reversal, partial reversal, suspect transactions, manual entries, ATM wise etc.	We understand this as FM resource of the bidder will do this activity manually.	Clause Clarified as under: Data files from Bank's Central server and others will be provided to the bidder in SFTP server. Bidder need to process these files for reconciliation.
4	38	Scope of Work 1.1 Debit Cards/ATM & PoS Transactions Point.(f)	Deriving overall sum amount of transaction, respective fees & income along with their corresponding GST of Issuer and Acquirer wise ATM withdrawal / POS / e- Commerce/others transactions and its total transactions count	Need clarity.	Clause Stands as per RFP.

5	38	Scope of Work 1.1 Debit Cards/ATM & PoS Transactions Point.(g)	Transaction integrity check between transaction authorized and transaction settled specifically with different amount cleared against amount authorized.	Need clarity	Clause Stands as per RFP.
6	38	Scope of Work 1.1 Debit Cards/ATM & PoS Transactions Point.(h)	All outstanding entries to be adjusted as per Bank"s/ NPCI / VISA / Master Guidelines	Need clarity	Clause Stands as per RFP.
7	39	Scope of Work 1.1 Debit Cards/ATM & PoS Transactions Point.(r)	All files uploading for reconciliation system to be automated without manual intervention	Wherever user is expecting maker and checker for file upload process those files will be configured for manual upload. Kindly confirm.	System should have maker and checker for file upload process.
8	39	Scope of Work 1.1 Debit Cards/ATM & PoS Transactions Point.(f)	RuPay International Card is being issued for the purpose of ATM Cash Withdrawal, PoS & e-Commerce transactions in different currencies other than INR. Presently any of the number of foreign currencies under DFS can be pre-loaded into the card. Reconciliation for the International Card Transaction needs to be carried out accordingly.	Need clarity	Clause Stands as per RFP.
9	39	Scope of Work 1.1.1	Generation of LORO entries	Need clarity	It refers to Settlement of ATM receivable account.
10	45	Scope of Work 1.9. "Cash In ATM" Reconciliation	Software should be able to store/retrieve Cash Balance Report along with Switch	Need clarity	Clause Stands as per RFP.
11	45	1.9 "Cash In ATM" Reconciliation	Breakup of sundry account who is maintaining excess cash balance	Need clarity	Clause Stands as per RFP.
12	45	1.9 "Cash In ATM" Reconciliation	Breakup of suspense account maintain shortage	Need clarity	Clause Stands as per RFP.

17		Bid Control Sheet 4. Earnest Money Deposit	30/12/2020 at 4:00 PM The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 6 months together with a claim period of 30 days in favor of UCO Bank payable at Kolkata (Please be guided on the notification given No.F.9/4/2020-PP Government of India Ministry ofFinance Department of Expenditure ProcurementPolicy Division Enclosed herewith	Tender bids: 07/01/2021 at 4:00 PM Override clause also exists in the same notification.
16	89	Hardware, software and other infrastructure:	The sitting space for carrying out the operations & other basic infrastructure like telephone line, PC"s shall be provided by Bank at any of the Banks premise in Kolkata / Bengaluru or from any other location decided by the Bank from time to time.	Is there any restriction on the number of resources, which will be deployed for FM support? Bank to spell out it's expectations. We request UCO Bank to extend this date by at least	Clause Clarified as Under: There is no restriction on number of resources. Resources must complete all the tasks as per Scope of Work/SLA in a time bound manner.
15	113	Annexure H: Commercial Format	Paisa per transaction Basis Cost (2)	We understand that per transaction means all the transactions, irrespective of whether it got reconciled or not reconciled. Kindly confirm	Clause stands as per RFP.
14	10	3. Eligibility Criteria (Sr. NO. 4 and 5)	 (4) The Bidder should have minimum of 3 years of experience in implementation & execution for end to end Reconciliation solution for Card Transaction, ATMs and other transactions in at least two scheduled commercial Banks in India in last 5 years and handling such operations as on RFP submission date (5) The OEM's Solution should have minimum of 3 years of experience in implementation & execution for end to end Reconciliation solution for Card Transaction, ATMs and other transactions in at least two scheduled commercial Banks in India in last 5 years and should have capability to process at least 25 lakhs transactions per day on average basis on RFP submission date. 	We are empanelled vendor of UCO Bank. Our NOSTRO Recon solution implemented in UCO Bank and it is live as on date. We have also implemented ATM and POS Recon in JSCB and it is live as on date. Request UCO Bank to consider bidder's experience in the implementation of other Reconciliations in Commercial Bank (Bank Recon, Mutual Fund Transactions Recon, RTGS/NEFT) and NBFC (collection and disbursement) also.	Please refer to the Corrigendum.
13	46	Scope of Work Point No.1.10	Micro ATM transaction reconciliation Processes – Aadhaar Enabled Payment System (AEPS) (A Settlement Agency of NPCI) Any other related activity.	Kindly define the activities so that efforts and cost can be estimated. Otherwise each bidder may interpret it differently resulting into gap in efforts.	End to end reconciliation of Micro ATM/AePS transaction.

19	58	4. Liquidated Damage	Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the price of undelivered portion/ not installed services of per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership.	We request for capping of LD to 5% instead of 10% server , Type II)	Clause Stands as per RFP.
20	59	6. Performance Bank Guarantee	The Selected bidder, within 15 days from the date of letter of intent will have to furnish a Performance Bank Guarantee, format as per Annexure – K, issued by any scheduled commercial bank (other than UCO Bank) equivalent to 10% of the project cost valid for 39 months (36 months + a claim period of 3 months) from the date of Letter Of Intent (LOI). Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.	Please be guided on the notification no No. F.9/4/2020-PPD Government of India Ministry of Finance Department of Expenditure Procurement Policy Division (Enclosed herewith).	Override clause also exists in the same notification.
21	11	Point no: 3	The bidder submitting the offer should be profit making company (profit after Tax) for the last three financial years i.e. 2017-18, 2018-19 and 2019-20.	We would request Bank to modify the clause as - "The bidder submitting the offer should have maintained a positive net worth for the last three financial years i.e. 2017-18, 2018-19 and 2019-20. and be profit making company (profit after Tax) for at least 1 of the last 3 financial years" The bidder submitting the offer should have <u>positive</u> <u>net worth</u> for each of the last three financial years i.e., 2017-18, 2018-19 and 2019-20	Please refer to the Corrigendum.
22	11	Point no: 4	The Bidder should have minimum of 3 years of experience in implementation & execution for end to end. Reconciliation solution for Card Transaction, ATMs and other transactions in at least two scheduled commercial Banks in India in last 5 years and handling such operations as on RFP submission date.	We would request Bank to modify the clause as – "The Bidder /OEM should have minimum of 1 year of experience in implementation & execution for end to end. Reconciliation solution for Card Transaction, ATMs and other transactions in at least one scheduled commercial Banks in India in last 1 year and handling such operations as on RFP submission date." Request Bank to amend the clause as mentioned below: The Bidder should have minimum of 3 years of experience in implementation & execution for end to end Reconciliation solution for Card Transaction, ATMs and other transactions in at least one scheduled commercial Bank in India in last 5 years and handling such operations as on RFP submission date.	Please refer to the Corrigendum. Please refer to the Corrigendum.

23				The <u>Bidder / OEM</u> should have minimum of 3 years of experience in implementation & execution for end to end Reconciliation solution for Card Transaction, ATMs and other transactions in at least two scheduled commercial Banks in India in last 5 years and handling such operations as on RFP submission date	Please refer to the Corrigendum.
	11	Point no: 4	The Bidder should have minimum of 3 years of experience in implementation & execution for end to end. Reconciliation solution for Card Transaction, ATMs and other transactions in at least two scheduled commercial Banks in India in last 5 years and handling such operations as on REP submission date	We would request Bank to modify the clause as - "The OEM's Solution should have minimum of 1 year of experience in implementation & execution for end to end Reconciliation solution for Card Transaction, ATMs and other transactions in at least one scheduled commercial Bank in India in last 1 year and should have capability to process at least 25 lakh transactions per day on average basis on RFP submission date."	Please refer to the Corrigendum.
24			SUCH Operations as on KFP submission date.	Request Bank to amend the clause as mentioned below: The OEM should have minimum 3 years of experience in implementation & execution for end to end Reconciliation solution for Card Transaction, ATMs and other transactions in at least one scheduled commercial Bank in India in last 5 years and should have capability to process at least 25 lakhs transactions per day on average basis on RFP submission date.	Please refer to the Corrigendum.
25	33	Scope of Work, Expectations from the Bidders, Clause No. 21	Selected bidder has to promptly attend dispose-off all calls and e-mails from the branches/Zones/Head Office/Call Centre as well as from customers on the dedicated phone number and e-mail provided by the Bank in a time bound manner.	Does the bidder have to provide the helpdesk support also for Recon	Resources handling reconciliation also needs to dispose-off all calls and e-mails related to reconciliation from the branches / Zones/Head Office/Call Centre as well as from customers on the dedicated phone number and e-mail provided by the Bank in a time bound manner.
26	34	Scope of Work, Hardware, software and other infrastructure, Clause No. 2	The solution to be provided should comply with Reserve Bank of India/IBA/Govt. of India, NPCI, RuPay and VISA/Master Card guidelines.	Are there any guidelines related to hardware? If yes, request Bank to share the same with bidders	Hardware should be capable enough to process 25 to 45 Lacs 2 way/3 way/ 4 way transactions without any hassles. Reconciliation should not hamper due to hardware issue any point of time.

27	35	Scope of Work, Hardware, software and other infrastructure	Call recording facility may be provided to record number of calls attended/unattended in their system.	Whether bidder has to provide Call recording facility? It may not be feasible for providing the same.	Bank may provide the call recording facility.
28	35	Scope of Work, Hardware, software and other infrastructure	Successful Bidder should take back up of all the activities including input files on Daily Basis.	Whether data backup is required both at DC and DR	Bidder should take back up of both DC & DR.
29	53	Adequate Manpower	There should always be two competent technical resources onsite working for Bank	Request Bank to confirm the working hours for the onsite resources	Working hours as stipulated by RBI/NPCI.
30		General Query		Whether bidder has to procure the hardware and licenses for the entire infrastructure required for solution on cloud or on premises of the bank. Does the bank have any location specific preference.	On premises i.e. Kolkata and Bangalore.
31	13	3. Tender Document & Fee	The bidder downloading the tender document from the website is required to submit a non-refundable fee of Rs. 20,000/-(Rupees Twenty Thousand Only) with GST in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata, or NEFT at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.	Whether the Tender fee of Rs 20,000 is inclusive of GST or exclusive of GST.	Exclusive of GST
32	21	Outer Envelope	Commercial Bid Commercial Bid (Soft Copy)	Since the RFP calls for commercials is it necessary to submit the commercial on soft copy as RFP is close Bid?	Yes, inside the sealed commercial bid envelope.
33	27	Part – III: BID OPENING AND EVALUATION CRITERIA	In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 337.5 marks , then the Bank, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, should not fall below 270 . In case at least 2 participants are not found with score 270 or above but below 337.5 , the instant process would be cancelled and Bank reserved the right to go in for retendering process.	Request Bank to clarify if bidders not qualifying under either a score of 337.5 marks (75%) or 270 marks (60%) then can a Single bidder who qualifies with 337.5 marks be considered in the selection process. Also In case the Single bidder does not qualify for 337.5 but qualifies for 270 under the relaxed cut-off score, will the bidder be considered in the selection process.	In case at least 2 participants are not found with score 270 or above but below 337.5 , bank will take a decision and inform the bidders. Apart from that clause stands as per RFP.

34	30	1.1 Expectations from the bidders:	xi) Mobile Banking xii) Co-Brand Credit Card xiii) BHIM Aadhaar xvii) UCO Pay+ wallet xviii) GST Collection / Payment Services	Request the Bank to provide the detailed scope in this regard Request the Bank to provide the detailed scope in this regard. Request the Bank to provide the detailed scope in this regard. Request the Bank to provide the detailed scope in this regard. Request the Bank to provide the detailed scope in this regard. Request the Bank to provide the detailed scope in this regard.	End to end reconciliation with available files (2 way/ 3 way/ 4 way)
35	31	Part –IV: Scope of Work 1.1 Expectations from the bidders:	xix) e-Banking Switch file, host file or any other files related to data / charges / commission / expenses used in the reconciliation process or files provided by NPCI / RBI / any other regulatory authority / any other vendor should be read, stored and preserved in a database till the contract period for various purpose namely audit purpose / chargeback management / dispute resolution for all transactions / Banking Ombudsman cases / generation of settlement vouchers / generation of up loadable files in various format and for generation of system generated MIS / exception reporting. Once the contract expires, the bidder needs to handover the preserved data to the Bank.	this regard. Request Bank to clarify if the data to be handed over to Bank in Pre-Determined formats will attract commercials. Reason being, the data structure and format in which data is stored in the Successful Vendors DataBase is the IPR of the Successful Vendor and cannot be parted with. We can only provide the Raw Data.	Raw data is to be provided.
36	32	16	The bidder should also have capability to provide Reconciliation Services for any other channel Switch that Bank may acquire in future. (Pricing if any for future modifications / Switch migration would be borne by the selected bidder)	In case of major changes a suitable commercials will be discussed by following the Change Management/ Request process.	Clause stands as per RFP.
37	32	17	All reconciliations should be done cyclewise, T, T+1 day as per the regulatory guidelines. In future, if there is any change in the reconciliation process as per the regulatory guidelines then the same has to be carried/ implemented in the system by the vendor without any additional cost.	The entire TAT depends on the data provided by the Bank. Bank need to ensure that the accurate and complete data / files on time.	Clause stands as per RFP.

38	32	18	Successful bidder should have a well-defined data migration strategy and PERT-Chart with definitive timelines for migration of data from the existing set-up of the Bank if required. The cost of migration if any would be borne by the successful bidder.	For a quick and successful migration we suggest that the bank provides the data as per the format of the successful bidder. We do not know arrangement between the bank and existing vendor. We suggest that the migration cost be deleted. In this connection we would like to bring it to the banks attention that as per the RFP REF NO: UCO / DIT / 357/ 2016-17 Date: 03/06/2016 on page number 40 it was mentioned that vendor will provide to UCO Bank the entire data in the file format asked by Bank without any additional cost to Bank.	The successful bidder will have to coordinate with the existing vendor for getting the desired data in the machine readable format/flat file. The bank will coordinate with existing bidder and successful bidder for successful migration.
39	33	23	The selected bidder may also be asked to carry out the reconciliation of transactions of Bank's sponsored RRBs (Regional Rural Banks) with the same transaction cost.	Request the bank to quantify the number of RRBs sponsored by them. The volume projected by the bank, does it includes RRB's as well. This information will be required for appropriate Hardware Sizing.	The projected volume includes RRB transactions as well.
40	34	Part –IV: Scope of Work 2. Hardware, software and other infrastructure:	The turnaround time for reconciliation of any transaction shall be done on cycle basis and maximum up to T+1 day through their proposed hardware / software setup. The bidder will be required to follow-up with branches, Banks, switch, vendor, Service Provider and NPCI / RuPay / VISA / MasterCard for obtaining data files / settlement files / CBR / EJ / JP / CCTV / DVR Footage or any other information required for reconciliation of ATMs, all other transactions as specified by bank, claim settlement and Network Reconciliation of Transaction. All these files should be communicated and preserved under Dispute Management Portal / system only. The bidder will be required to handle queries from branches on the reconciled and pending entries etc.	Request Bank to clarify that since the Bidder is not a member of NPCI / RuPay / VISA / MasterCard and is not in contract with the Switch Vendor, CBS Vendor, EJ and CBR vendor, the Bank to continue the follow- up with respective stakeholders post the Successful Bidder placing the initial reminder. Moreover, the SLA for sharing data is between the Bank and such stakeholders.	The selected bidder will have to follow up with different stakeholders on behalf of Bank and escalate to Bank officials whenever required.
41	35	Part –IV: Scope of Work 2. Hardware, software and other infrastructure:	Successful Bidder should take back up of all the activities including input files on Daily Basis. Bank may ask the required data any time and Bidder should be ready to provide the same.	The Successful Bidder is already expected under this RFP, to manage all the data for Bank, which is already a huge investment, as under: - a) Migrated Data b) New data for 3+2 years c) DR data for 3+2 years which may run into atleast 50TB. Request Bank to undertake the task of supplying the hardware for daily backup	Clause stands as per RFP.

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42	36	Part –IV: Scope of Work 2. Hardware, software and other infrastructure:	Bidder should be able to develop system for new products within 30 days of requirement/intimation.	Request Bank to relax the timeline for delivery as these deliverables may be dependent on the Complexity, Scope of Work, Terms & Conditions and dependency on 3rd party vendors not within control of the Bank.	Clause stands as per RFP.
43	36	Part –IV: Scope of Work 3. Resources for Support Centers and Man Power details	The bidder has to submit supporting center's details i.e. escalation matrix as per the format mentioned in Annexure – S and the man – power details on shift basis as per the format mentioned in Annexure – T.	Request Bank to Clarify on Support needed as per Annexure T (Page 147). Will the Bank Officers be designated to support the Successful Bidder to avoid delays of any kind under 24X7 support? Reconciliation is a batch processing activity and does not require 24X7 support due to the level of	Clause stands as per PEP
43	57	Part V 3. Uptime and Penalty	Bidder has to maintain 99.9 % uptime of the Recon System during the Business Hours i.e. from 9 am to 9 pm. For each 1 % reduction in maintaining uptime there will a penalty of Rs. 5000/	automation. Further there is a clarity needed on uptime for business hours 9am to 9pm which is not under the 24X7 support.	Clause stands as per RFP.
44	39	Ι	Reconciliation of our Bank"s settlement accounts with the settlement accounts maintained with different Banks for different ATM sharing Arrangement / Interchanges like NPCI, MasterCard, VISA etc.	We need more clarity on ATM sharing arrangement.	Clause stands as per RFP.
45	39	S	Successful bidder responsible for follow-up with vendors / branches like EJ, JP, images (NVR, DVR, CCTV, others), cash reports for handling disputes.	Initial call will be made by the successful vendor. In the event of no response it will be escalated to the bank for necessary follow up and for final closure. The final responsibility for providing the data will rest with the bank.	Clause stands as per RFP.
46	44	Part –IV: Scope of Work 1.8 Suspense reconciliation	Shadow balance maintenance in system which should always match with CBS Balance.	Request Clarification from Bank on whether Bank will provide necessary support in identifying unknown or unidentified entries in Bank Data and verification from Bank CBS. There may be a need for Bank to grant Read-Only access to the successful bidder to assist with identification of such unknown and unidentified entries.	Clause stands as per RFP.
47	45		1.9 "Cash In ATM" Reconciliation	Request the bank for the following: The mode of replenishing the cash in ATM. The number of ATM vendors. Whether CBR reports are received in manual format or electronics format.	Cash replenishment is either done by bank staff or agency. No of ATM vendors is 5. CBR reports are received in electronic format.

48	49	Part –IV: Scope of Work 2. Dispute Management	Once the claim lodged into the portal, SMS should be sent to the concerned branch officials as well as to the customer along with the requisite information. The latest updated status and alerts should also be sent to them.	Request Bank to manage the SMS vendor and the Cost to be borne by Bank. Successful Vendor will integrate with the SMS vendor for such messages on status of the Dispute.	Only integration with SMS system of the Bank is required in coordination with SMS vendor and Bank.
49	52	6. Migration Support	UCO Bank may not renew the contract after expiry of the same. Bank may decide to terminate the contract as per clause mentioned in RFP. In such case bidder has to provide complete migration support to incoming vendor without any additional cost to Bank. Bidder has to handover all the data to Bank or vendor decided by Bank. The selected bidder has to take over the reconciliation project from the existing vendor. The selected bidder has to take the responsibility to reconcile all the pending backlogs. Hence, all the legacy data needs to be migrated properly into the new system along with all other relevant records and documents either in the form of soft copies or hard copies. In such case if any disputes occurred in future or for any audit purpose, the selected bidder should keep and maintain all the up-to-date record. The software interface wherever required for CBS / SWITCH and other accounting systems will have to be provided by the successful bidder and the necessary testing should also be carried out before starting the reconciliation.	 data has to be maintained, the required data / hardware / license and related software to be provided by the Bank. 1) The data should be made available on electronic format. 2) No missing data. 3) Need the assistance of the bank staff also 	Clause stands as per RFP.
50	54	Part –IV: Scope of Work 12. EJ (T+1)	EJ monitoring and reconciliation	Request Bank to clarify on the EJ monitoring being the prime responsibility of the Managed Services Vendor managing the ATMs. Delay in providing EJs may lead to delayed Reconciliation and delayed resolution of disputes with a possible penalty charge. Successful Bidder will provide the report of missing EJs where Bank may enforce the SLA on the MS Vendor for non- adherence.	EJ is provided on SFTP server. In case of non-availability of EJ on SFTP server, the successful bidder will follow up with EJ vendor on behalf of Bank and escalate to Bank in case of need.
51	55	Part –IV: Scope of Work 15. Adjustments GLs funds (T+1)	Diversion adjustment entries	Request Bank to clarify that the responsibility of providing correct CBR lies with the CRA/MS Vendor managing the ATMs. Mismatches are highlighted by the Successful Reconciliation Vendor. Bank may enforce the SLA on such vendors to ensure details are received within T+2 or as defined in the SLA between Bank and MS Vendor/CRA.	Clause stands as per RFP.

52	57	PART-V 3. Uptime and Penalty	The bidder should provide uninterrupted services for ensuring implementation and maintenance of the Reconciliation and other related Services as per the requirements of this RFP. The Bank also has the right to invoke the performance bank guarantee in case of inability of the bidder to either ensure deliverables as stipulated in this RFP, within defined timelines or to meet the service levels as stipulated in this RFP. Penalties on delay will be applicable when the delay is not attributable to the Bank.	Request Bank to clarify that in case of failure or delay to provide necessary inputs by the 3 rd party vendors governed by the SLA with the Bank, for such delay the 3 rd party vendors will be responsible provided the Successful Bidder highlights the delay by the 3 rd party vendor within the time limit defined by the RFP.	The penalty will be applicable if it is directly attributable to the vendor.
53	58	PART-V 3. Uptime and Penalty	Besides the above, the Penalty and loss of transaction amount borne by the Bank would be recovered from the bidder under following circumstances:- e) Any amount identified by the Bank as fraud due to the lack of proper reconciliation system at any point of time during the contract period which is not reported by the bidder will be recovered from the bidder.	Request Bank to clarify that for identification of a Fraud, which is a successful transaction based on reconciliation of sources, the successful bidder will not able to identify or detect the fraud as the fraudulent transactions will be reconciled. Moreover, the vendor carries out a Post Transaction Reconciliation. Bank may have its own Fraud Monitoring Solution which is linked to the Bank Switch which may help detecting such frauds. This scope may be handled by the Bank.	Clause stands as per RFP.
54	59	6. Performance Bank Guarantee	The Selected bidder, within 15 days from the date of letter of intent will have to furnish a Performance Bank Guarantee	Request the bank to consider 30 days' time to provide the Performance Bank Guarantee.	Clause stands as per RFP.
55	81	Annexure – C Eligibility Criteria Compliance	Certificate of Commencement of business in case of Public Limited Company	Commencement of Business: Extract of Section 10A. Commencement of business etc. (1) A company incorporated after the commencement of the Companies (Amendment) Ordinance, 2018 and having a share capital shall not commence any business or exercise any borrowing powers unless— (a) a declaration is filed by a director within a period of one hundred and eighty days of the date of incorporation of the company in such form and verified in such manner as may be prescribed, with the Registrar that every subscriber to the memorandum has paid the value of the shares agreed to be taken by him on the date of making of such declaration; and (b) The company has filed with the Registrar a verification of its registered office as provided in sub- section (2) of section 12. (2) If any default is made in complying with the requirements of this section, the company shall be liable to a penalty of fifty thousand rupees and	Certificate of Commencement of Business need not be submitted.

				every officer who is in default shall be liable to a penalty of one thousand rupees for each day during which such default continues but not exceeding an amount of one lakh rupees. (3) Where no declaration has been filed with the Registrar under clause (a) of sub-section (1) within a period of one hundred and eighty days of the date of incorporation of the company and the Registrar has reasonable cause to believe that the company is not carrying on any business or operations, he may, without prejudice to the provisions of sub- section (2), initiate action for the removal of the name of the company from the register of companies under Chapter XVIII.]] As per the above provisions, The ordinance came into force on 2nd Nov 2018 therefore all the provisions of this section become applicable from 2nd November 2018. Therefore every company having share capital incorporated after 2nd November 2018 has to file declaration for commencement of business. Our company was incorporated on 2nd June, 2004 as a private limited company and later on converted into an unlisted public limited company on 15th March, 2017. As both these activities were done before 2nd November, 2018, the provisions of SECTION 10 A of Indian Companies Act, 2013 - COMMENCEMENT OF BUSINESS are not applicable to our company.	
56	81	3	The bidder should have a minimum annual turnover of Rs.10 Crore per year in each of the last three financial years 2017-18, 2018-19 and 2019-20.	Can we provide provisional balance sheet for the year ended 2019-20 as our audit are yet to be completed.	Yes
57	81	5	The OEM's Solution should have minimum of 3 years of experience in implementation & execution for end to end Reconciliation solution	The proposed solution being offered to the Bank is In-House developed and we own the IPR. Can we provide the undertaking to this effect on our letter head.	Yes
58	85	Note:	Bank may add or remove any Network/Channel/Application/Payment System from the scope of the work at its own discretion i.e. bank does not guarantee transactions from all Networks/Channels/Applications/Payment Systems are included in reconciliation activity.	If any such change causes an increase or decrease in the cost of the contract, we suggest an equitable adjustment be made in the contract. Alternatively there should be maximum variation upto 5%. In absence of this clarity it won't be viable for any bidder to bid.	Clause stands as per RFP.

59	87 32	ANNEXURE F : SCOPE OF WORK Part –IV: SCOPE OF WORK Point 18	49. Successful bidder should have a well-defined data migration strategy and PERT-Chart with definitive timelines for migration of data from the existing set-up of the Bank if required. The cost of migration if any would be borne by the successful bidder.	Request Bank to clarify on the cost migration strategy where data held by the Successful Vendor on completion of their term of 3+2 with old migrated data and new data approximately totaling to about 50TB. The time required to convert the data into the Bank/New specified vendor and the efforts to store such data will be time consuming and Bank may need to re-consider this clause. The Cost factor may need to be re-instated in the RFP.	Clause stands as per RFP.
60	111	Annexure – G: Masked Commercial Format	Total Cost of Ownership excluding Taxes for 250 Crore transactions (in Rs.)	On page number 113 under column number 6 it has been stated Total Cost of Ownership including Taxes for 250 Crore transactions Request the bank to clarify. It is suggested that Total Cost of Ownership (TCO) may be calculated excluding GST.	Clause to be read as: Total Cost of Ownership excluding Taxes for 250 Crore transactions (in Rs.)
61		General	Bid Control Sheet	Request the bank to give 10 days' time for submission of documents from the date of publication of pre bid queries on the website.	Last Date and Time for receipt of tender bids: 07/01/2021 at 4:00 PM
62	30	Part – IV: Scope of Work	iii) Discover Financial Services (DFS), Japan Credit Bureau (JCB), Union Pay (UPI), Dinners Club International, Pulse for POS & ATM RuPay International Transaction	We understand this will be acquiring and Bank is not in Issuing of DFS, JCB, UPI, Diners club and pulse schemes	Yes. It will be acquiring.
63	30	Part – IV: Scope of Work	v) Payment Gateway / Aggregator (Bill-desk and other 11 Online Payment Gateway)	Request bank to confirm if the aggregator data will be used for recon, if so, will we be getting one format from all aggregators for different format files.	This is a future requirement. If need arises, detailed scope will be shared later with successful vendor.
64	30	Part – IV: Scope of Work	vii) Prepaid Cards	 Request bank to confirm if it is domestic prepaid cards or forex Schemes involved for both domestic and forex Forex card related queries; If forex card is in scope, kindly let us know if it is single currency card or Multi-currency in single card How is the GLs and Pool accounts managed for Visa and Master card including the GL used for loading/reloading Brief on how recon is expected for GLs and Pool account. Can funds movement from one currency to another currency wallet possible, if so, how is the GL impacted. Is load/reload recon part of the requirement 	At present domestic only. In future, we may introduce forex also.

65	30	Part – IV: Scope of Work	xii) Co-Brand Credit Card	Request bank to list the schemes involved in issuing credit card	This is a future requirement. If need arises, detailed scope will be shared later with successful vendor.
66	30	Part – IV: Scope of Work	x) Bharat Bill Payment System (BBPS) (in portal already started)	Request bank to confirm if the scope includes considering biller files also as part of BBPCU recon. If so, how many billers to be considered, and that if billers would give same file formats or different	At present, in BBPS recon we are not using biller files. It may continue further also.
67	30	Part – IV: Scope of Work	xiv) AEPS, Micro ATM	Request bank to confirm if Business correspondents (BC) file to be considered for recon process. If so, how many BCs and if the formats are same from all BCs.	Switch file from FI GW to be considered for Recon. It is same for all BCs. Currently Bank is having around 3600 BCs. Another 500 will be added within 2 months.
68	31	Part – IV: Scope of Work	Any other Network / Channel / Application / System being used at present or to be used in future as per bank"s requirement or due to any regulatory requirement will be included under scope of the project at bank"s discretion without any additional cost to the bank. Bidder has to customize the same or introduce / modify the exiting process / file formats as per bank"s requirement or due to any regulatory requirement without any additional cost to the bank.	we request bank to limit the scope to the requirement instead of generalised requirement which would help us enable to arrive proper commercials. Any new inclusions post initial implemention, we request bank to be made through Change request for the mutually agreed charges.	Clause stands as per RFP.
69	31	Part – IV: Scope of Work	The selected bidder should give complete training for each product to the Bank (20 staff members of Bank) without any additional cost to the Bank.	Request bank to confirm on the following;1. How many training sessions to be done2. How many people would attend for each trainingsession3. Location of the training session4. No of days expected for training session	 Clause clarified as Under: Two training sessions. 10-12 people in each training session. One in DC and one in DR 5 days at each location.
70	31	Part – IV: Scope of Work	User should be able to upload any type of supporting documents which should be stored and preserved in reconciliation system.	Kindly elaborate the requirement please. Is this for attaching files for chargeback purpose	Yes, for charge back, pre-arbitration etc.
71	31	Part – IV: Scope of Work	All the processes should be system-driven as mentioned above and should be carried out by the application software provided by the bidder.	Kindly elaborate the requirement please. Will all the system provide API or it will be file base For Example :VISA has discontinued the online integration and user has to manually raise an chargeback Request bank to confirm how this will be handled ?	Here Bank means all recon processes should be system driven.

72	32	Part – IV: Scope of Work	The software solution to be deployed by the successful bidder should have flexibility and scalability for acceptance of changes in file structure of Bank"s switch for implementing in the solution in a time bound manner. The bidder should also have capability to provide Reconciliation Services for any other Switch that Bank may acquire in future. (Pricing if any for future modifications / Switch migration would be borne by the selected bidder)	we request bank to limit the scope to the requirement instead of generalised requirement which would help us enable to arrive proper commercials. Any new inclusions post initial implemention, we request bank to be made through Change request for the mutually agreed charges.	Clause stands as per RFP.
73	35	Part – IV: Scope of Work	The bidder must have the provision to customize the solution if required during the tenure of the contract for any type of file format from any source required for reconciliation. Bank will not pay any additional cost to the selected bidder/vendor for such customization other than the reconciliation charge per transaction as quoted in the bid.	we request bank to limit the scope to the requirement instead of generalised requirement which would help us enable to arrive proper commercials. Any new inclusions post initial implemention, we request bank to be made through Change request for the mutually agreed charges.	Clause stands as per RFP.
74	36	Part – IV: Scope of Work	Bidder should be able to develop system for new products within 30 days of requirement/intimation.	Request bank to reconsidered this clause. The depth of the changes involved varies from requirement to requirement. Hence, for each requirement, an agreed date to be finalised between bank and vendor for implementation	Clause stands as per RFP.
75	37	Detailed Scope of Work	Monthly Average Transactions (Transactions in Thousands)	The current volume is mentioned in the document. May we also have the following for suggesting the HW SW configuration basis the projection. The projected volume for the next 3 years or 5 years for every items mentioned.	The HW SW must be suitably upgraded and sized keeping in view the current as well as future transaction volume. The HW & SW should not be a bottleneck.
76	39	Detailed Scope of Work	Generation of Merchants payment file	Generation of Merchant payment is through the Merchant application where the MDR rates, one time fees, Annual fees, etc are all preconfigured. Recon can handle only transaction level reconciliation. Kindly exclude this requirement please	This is a future requirement. If need arises, detailed scope will be shared later with the successful bidder.
77	40	Detailed Scope of Work	Generation of Potential chargeback reports and vouchers	Request bank to elaborate the requirement on how to identify the potential chargeback, please.	It is Credit Adjustment which is being raised within TAT
78	57	Penalty	The turnaround time for reconciliation of any transaction shall be T+1 day. For each day delay in carrying the reconciliation will attract penalty of Rs. 10000/	T+1 reconciliation can only be done if all data is made available for recon on T+1 before 9am.	Clause stands as per RFP.

				Request bank to elaborate the requirement. As	
79	94	Detailed Scope of Work	Generation of Fraud monitoring Reports.	fraud monitoring is usually not part of the Recon system. May we understand what is expected out of this	Network wise monitoring and tracking of fraud related disputes till logical conclusion is reached.
80	96	Detailed Scope of Work	\cdot It should aids in analysis of Fees at the transaction level, Card Type Level, Network Level, Device Type Level.	Request bank to elaborate the requirement for device type level analysis	ATM, Micro ATM, Cash Recycler etc
81	96	Detailed Scope of Work	System should be able to calculate the following types of charges / fees / penalty like interchange fees / switching fees / Approved fee / settlement charges / PSP fee, at transactional level only which should be compared / reconciled with the incoming settlement summary of VISA / MasterCard / RuPay / NFS / NPCI / other banks / Payment gateway.	Request bank; 1. to confirm on number of PSPs involved 2. to confirm on the requirement, as fees related to schemes and NPCI files alone are usually done in Recon system. Whereas, Payment gateway or other fees are not part of recon system 3. Also, penalties and other charges cannot be dervied in recon system, this can be done if inputs for the same are available through the interchanges / aggregators	System should be able to calculate the following types of charges / fees / penalty like interchange fees / switching fees / Approved fee / settlement charges / PSP fee, at transactional level only which should be compared / reconciled with the incoming settlement summary of VISA / RuPay / NFS / NPCI / other banks .
82	100	Detailed Scope of Work	Automated Cash forecasting for ATM and cash Recyclers	Cash forecasting is part of ATM montoring system. Request bank to remove this clause please	Clause stands as per RFP.
83	103	Detailed Scope of Work	1.13 Bharat Bill Payment System (BBPS). Settlement Agency NPCI: NPCI raw XML File extraction from NPCI Canvas portal, Transactions from Bank BBPS Switch file and Concerned Channel (M-Banking/e-Banking, UPI, UCOPAY+)/ Payment Gateway file for doing 3-way reconciliation in order to generate reports for successful and exceptional transactions.	Request bank to confirm, if the complaints in canvas will be downloaded and given to us as file? Request bank to confirm if the concerned channels files should also be used for recon rpocess, if so, how many channels and if all the channels will give same file format	Clause stands as per RFP.
84	104	Detailed Scope of Work	Once the claim lodged into the portal, SMS should be sent to the concerned branch officials as well as to the customer along with the requisite information. The latest updated status and alerts should also be sent to them.	SMS to customer is usually not sent from Recon system, as the system might not have Customer mobile informations. It is assumed that SMS gateway will be provided by the bank. Kindly confirm	SMS gateway will be provided to successful bidder.
85	105	Detailed Scope of Work	Collection of charge slip from Merchants for chargeback ,Retrieval request and other Dispute Received	Collection of charge slip usually is done by POS vendor. However the oeprations team can raise request to bank for the same. Trust the requirement is in the same lines.	Yes, it will be provided by the Bank. However the vendor needs to follow up with the concerned cell of the Bank.
86	106	Detailed Scope of Work	Preparation of QOC, QMR and monthly reports for VISA, Master card and RuPay Respectively.	Transaction related data required for this report can be produced by Recon system. Trust the requirement is in the same lines.	Yes.
87	106	Detailed Scope of Work	MIS Reports and Decision Making system: ATM performance report	ATM performance report os usually part of ATM monitoring tool and not recon. Request bank to remove this clause please.	Clause Stands as per RFP.

88	106	Detailed Scope of Work	 4. MIS Reports and Decision Making system: Card Base Report for ATM/Non ATM branches Card Base report as per card management system Monthly card base report Region wise branch wise 	Card base is not part of Recon system, request bank to request bank to remove the clauses please	Clause Stands as per RFP.
89	116	Annexure I	FORMAT OF SUBMISSION OF TECHNICAL BID: Provision for matching of entries with any selected period (Day/Week/Month/Year etc.) either forward or backward and/or all periods should be available	Request bank to remove this clause, as the forward period for not more than 7 days is advisable. As the refernce number could start getting duplicated	Clause Stands as per RFP.
90	117	Annexure I	In case of loading differences, the same have to be resolved by contacting the branch, or the MSP vendor or the MOF vendors in case of branch ATMs, offsite ATMs and MOF ATMs and any other vendor as appointed from time to time under ATM business model.	Trust the MSP vendors will furnish report in one single file format as required for ATM cash Tally on T+1 before 9am. If it is different, kindly let us know the MSP vendors involved.	MSP vendors will furnish report on T+1.
91	118	Detailed Scope of Work	q) Reconciliation for all existing and new products on tie up present and future.	we request bank to limit the scope to the requirement instead of generalised requirement which would help us enable to arrive proper commercials. Any new inclusions post initial implemention, we request bank to be made through Change request for the mutually agreed charges.	Clause stands as per RFP.
92	120	Annexure I	Dispute module is capable of handling the disputes related to ONUS, acquirer, issuer, POS and E-commerce transactions and for all other network transactions. The Dispute module is web-based and accessible by users across various branches. System should be able to accept and process the disputes downloaded from Bank"s CBS.	Merchant related disputes/complaints are usualy not part of recon system. Trust the requirement is inline with that	Clause stands as per RFP.
93	121	Annexure I	Each and every necessary document and up-to-date information should be available in the portal along with the video graphic demonstration which can easily train the user that how to use the portal.	Request bank to reconsider the videographic demonstration, the same would be provided as online help tool to handle the bandwidth better.	Clause stands as per RFP.
94	19	PART II 23. Acceptance of Terms	A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.	Bidder requests that the acceptance of the terms of the RFP shall be subject to acceptance of the clarifications sought herein.	Clause stands as per RFP.
95	19	PART II 24	RFP Response 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.	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.	Clause stands as per RFP.

96	56	Part V - 3	Uptime and Penalty	Request Bank for drastic relaxations on the penalty clauses.	Clause stands as per RFP.
97	61	Part V 12	Confidentiality and Secrecy	Bidder requests that confidentiality obligations has to be applied on mutual basis to protect the interests of both the parties. Hence, requesting to make the obligations mutual.	Clause stands as per RFP.
98	66	PART V 18	Indemnity Further i. Vendor"s aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value. ii. Vendor"s liability in case of claims against the Bank resulting from Wilful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.	Bidder requests that the total liability shall be limited to the amount paid in the 12 months immediately preceding the date of the claim. Bidder requests to disclaim in this Clause, in addition to the disclaimer in Clause 13 of Part V, to disclaim indirect, consequential, and incidental damages, loss of profit, arising out of any indemnity under this RFP/SLA. Business and Business Finance team to please review and raise concerns, if any.	Clause stands as per RFP.
99	66	PART V 18	Indemnity 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	Bidder would like to clarify that the Bidder will not be liable for any indirect damages. Hence, request to delete the term indirectly. Bidder requests that the final binding agreement & the deed of indemnity shall be mutually negotiated considering the interests of both the parties.	Clause stands as per RFP.
100	70	Part V 24	Termination	Bidder requests termination right to be mutual in the following circumstances Either Party a) commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder. b) violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc., Further, Bidder request that the selected Bidder shall also be allowed to reserves the right to recover any dues payable by UCO Bank from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills.	Clause stands as per RFP.

101		PART V 27. Termination For Convenience	The Bank may, by written notice for a period of ninety (90) days sent to the Vendor, terminate the Contract/Service Level Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for Bank"s convenience, the extent to which the performance of work under the said Contract/Service Level Agreement is terminated and the date upon which such termination shall become effective.	Bidder requests this right to be mutual. Bidder requests that termination rights to be mutually negotiated considering the interests of both the parties.	Clause stands as per RFP.
102	71	PART V 25. Termination for Insolvency	The Bank may at any time terminate the Contract by giving written notice (90 days' notice period) to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.	Bidder requests this right to be mutual. Bidder requests that termination rights to be mutually negotiated considering the interests of both the parties.	Clause stands as per RFP.
103	73	PART V 33, 34, 35	 33. Dispute Resolution Mechanism 34. Arbitration 35. Applicable law & Jurisdiction of court 	 Considering the mass presence of Bank all over the states of India, Bidder requests the seat of arbitration and jurisdiction to be Chennai. Clause 33 and 34 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) Bidder requests that Jurisdiction and venue for arbitration to be mutually negotiated considering the interests of both the parties. 	Clause stands as per RFP.
104	75	PART V 36. Limitation of Liability	 i. For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total project cost/contract value. ii. Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss cause. iii. The limitations set forth in point no. 1 shall not apply with respect to: 	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 stands as per RFP.

			 a) claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership. b) damages occasioned by the gross negligence or willful misconduct of Service Provider. c) damages occasioned by Service Provider for breach of confidentiality obligations. d) Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project. 		
105	135	Annexure L	Integrity Pact	Considering the mass presence of Bank all over the states of India, Bidder requests the Jurisdiction to be in Chennai location.	Clause stands as per RFP.
106	144	Annexure P	Annexure – P: NON-DISCLOSURE AGREEMENT	Considering the mass presence of Bank all over the states of India, Bidder requests the Jurisdiction to be in Chennai location.	Clause stands as per RFP.
107	NA	General		Bidder requests inclusion of clauses on Intellectual Property, Non-Solicitation etc. in the final binding agreement.	Clause stands as per RFP.
108	31	1.1 Expectations from the bidders:	Any other Network / Channel / Application / System being used at present or to be used in future as per bank's requirement or due to any regulatory requirement will be included under scope of the project at bank's discretion without any additional cost to the bank. Bidder has to customize the same or introduce / modify the exiting process / file formats as per bank's requirement or due to any regulatory requirement without any additional cost to the bank.	Request Bank to provide details of the future requirements that Bank is refering to in this clause	Clause stands as per RFP.
109	31	1.1 Expectations from the bidders:	The selected bidder should give complete training for each product to the Bank (20 staff members of Bank) without any additional cost to the Bank.	Request bank to provide following details: frequency of training, duration, location of training	Please refer to SI. No.69.
110	35	2. Hardware, software and other infrastructure:	Successful Bidder should be able to store all data along with all legacy data and migrated data into the system up to the contract period which may be extendable for another two years (i.e. 4th year & 5th year) .	We understand that contract extension of 2 more years is based on mutual agreement between Bank and the bidder, Request bank to confirm.	Clause stands as per RFP.
111	71	27. Termination For Convenience	The Bank may, by written notice for a period of ninety (90) days sent to the Vendor, terminate the Contract/Service Level Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for Bank"s convenience, the extent to which the performance of work under the said Contract/Service Level Agreement is terminated and the date upon which such termination shall become effective.	Request bank to remove this clause as bank cannot terminate bidder without any specific reason	Clause stands as per RFP.

112	56	 Uptime and Penalty Liquidated Damage 	General	Request bank to limit over all penalty (including Liquidated Damage) to 10% of the contract value	Clause stands as per RFP.
113	60	11.Taxes	General	Request Bank to consider the quote exclusive of all the taxes as bank will be paying the taxes to bidder at actual.	Bidder to submit the quote in commercial format only.
114	113	Annexure – H	IGST (if applicable) (in %) (3) CGST (if applicable) (in %) (4) SGST/UGST (if applicable) (in %) (5)	Request bank to consider the quote exclusive of all the taxes, as bank will be paying taxes to the bidder at actuals	Bidder to submit the quote in commercial format only.
115	113	Annexure – H	2 Total Project Cost for the 3 years contract period (in words)	We understand that bidder is required to mention TCO value (TCO including taxes for 250 Cr txns) in word format in the given place holder. Request bank to confirm.	Clause is Self-explanatory.
116	113	Annexure – H	 i. If the cost for any line item is indicated as zero or blank, then Bank may assume that the said item is provided to the Bank without any cost. All cost is quoted in INR only. j. If cost of any item is left blank then bank will follow the system of normalization, where it will insert the "highest of all bid" cost and will arrive at the TCO. k. Bank has discretion to keep any of the line item mentioned above as optional as per Bank"s requirement. 	Request bank to explain relevance of this clauses as the template contains only one line item.	This clause is relevant to one or more line items. Here since there is only one Line Item, it is applicable to this Line Item.
117	113	Annexure – H	m. Lowest Bidder (L1) will be determined on the SI. No. 6, i.e. Grand Total for the entire contract period.	We understand that contract will be awarded based on the techno-commercial evaluation as mentioned in pg - 28 of RFP, Request bank to confirm.	Contract will be awarded based on the techno-commercial evaluation as mentioned in pg - 28 of RFP.
118	32		The solution provided should have proper DR site at Bengaluru with equivalent software & hardware as provided at DC (Primary site) at Kolkata.	Request Bank to confirm if the resources have to be deployed at Kolkata.	Resources need to be deployed at Kolkata.
119	34		The bidder shall deploy adequate number, subject to the minimum activities as specified in section 1.1 under Part – IV of skilled & experienced manpower to carry out reconciliation of transactions (at DC & DR) as per scope of the work considering fallback / disaster arrangements and additional resources must be provided after getting increased volume of transactions if at least by 10%.	Request Bank to confirm if the primary site (Kolkata) will have access to DR in case of any issue at DC. As equal number of resources cannot be deployed at the DC and DR.	Yes. 70:30 ratio to be maintained at Kolkata and Bangalore respectively.

120	34	The turnaround time for reconciliation of any transaction shall be done on cycle basis and maximum up to T+1 day through their proposed hardware / software setup. The bidder will be required to follow-up with branches, Banks, switch, vendor, Service Provider and NPCI / RuPay / VISA / MasterCard for obtaining data files / settlement files / CBR / EJ / JP / CCTV / DVR Footage	We understand the operations resources will be do level 1 follow up with the respective stakeholder, Bank's intervention will be required to escalate after the first level follow up	Clause stands as per RFP.
121	42	Merchant Enrolment, Merchant Management, Merchant payment and Reconciliation:	1) Request Bank to confirm if they are looking for merchant acquiring reconciliation and settlements.	Yes, here Bank is referring to Bhim Aadhaar Transactions.
122			2) Will merchant settlements be a part of the scope	Yes
123			3) Will follow up with individual merchants for chargebacks be a part of the scope.	Yes
124			4) Please confirm the transaction volumes	Around 1000 transactions per day at present.
125			5) Please confirm the dispute volumes	Almost Nil (around 1 to 2 dispute per week).
126	42	Prepaid	1) Request Bank to confirm if entire transaction reconciliation is a part of the scope	Yes
127			2) Request Bank to confirm if settlement is a part of the scope	Yes
128			3) Is the dispute management part of scope	Yes
129	90	As per requirement of the Bank, the proposed hardware / software of the bidder should also have to handle the reconciliation of other payment systems like Mobile Banking, Credit Card, IMPS (immediate Payment Service), Mobile Wallet, Card-less Payment, Pre-Paid Card, e-Banking, Aggregators and other Payment Gateways, Mobile / DTH recharge, Online Payment Gateway, Micro ATM transactions or any other transactions as required by bank from time to time, enhancement and new services from time to time during the contract period etc. with the same per transaction cost.	1) Request Bank to credit card is part for scope	Yes

130			2) Request bank to confirm prepaid card txn reconciliation is part of scope.	Yes
131	149	Annexure – T :Man-Power details (24X7)	 Request bank to confirm if these details have to be provided at Go-live and not during RFP, as these details will be available only during deployment We understand, bidder should update the details of the technical resources in this Annexure - T. Please confirm Operations resources to be available only in general business hours, please confirm Technical resources are expected for 24X7 shifts to be deputed at Bank's DC and DR. Please confirm 	 To be provided at the time of bid submission with Technical Bid.Yes. Yes. Yes. Yes
132	148	Annexure – S : Escalation matrix	Request bank to confirm if these details have to be provided at Go-live and not during RFP, as these details will be available only during deployment	To be provided at the time of bid submission with Technical Bid.
133	53	Bidder should deploy adequate skilled manpower, subject to minimum specified in Annexure – T.	We understand the bidder can deploy adequate manpower at the primary site as there is no number provided in Annexure – T. Please confirm	Bidder should deploy adequate number of skilled manpower who can handle all the tasks in an efficient and effective manner as per the scope of RFP/SLA.
134	85	xv)PoS as Acquirer (ONUS & OFFUS	Request Bank to confirm the detail scope of work, 1) if merchant settlements are included in scope	This is a future requirement. If need arises, detailed scope will be shared later with the successful bidder.
135			2) if merchant disputes are included in scope	This is a future requirement. If need arises, detailed scope will be shared later with the successful bidder.
136			3) Will follow up with individual merchants for chargebacks be a part of the scope.	This is a future requirement. If need arises, detailed scope will be shared later with the successful bidder.
137			4) Please confirm the transaction volumes	This is a future requirement. If need arises, detailed scope will be shared later with the successful bidder.

138				5) Please confirm the dispute volumes	This is a future requirement. If need arises, detailed scope will be shared later with the successful bidder.
139	98/99		PayableAccountreconciliationReceivableaccountreconciliationSuspense reconciliation	We understand Bank will provide all the relevant input files (balances / manual entry data) for performing GL reconciliation from application. Please confirm	The required input files will be provided by the Bank in machine readable format.
140	100		"Cash In ATM" Reconciliation	1) We understand Bank will arrange to provide the CBR reports from MS vendors / Bank branches on EoD +1 day before 10 am to ensure cash tally is performed from application. Please confirm	As mentioned in 1 st point of 1.22 - interface for providing CBR received from the branches/outsourced vendors is to be provided by selected bidder and they have to follow with all the stakeholders for collecting required data/files. In case of non- receipt of any file/data, the same should be escalated to Bank officials.
141				2) Please confirm switch admin transactions will also be available to perform this recon on T+1 before 10 am to ensure system tally	Admin function is performed by branch while loading cash and as and when required basis.
142				3) bidder will not be liable for RBI harmonization TAT penalty in case of any delays in EoD performed by Ms vendors / bank branches	Clause stands as per RFP
143	31	1	Part –IV: SCOPE OF WORK	We request the bank to keep the future requirements (except the regulatory requirements) of the bank outside the sope of this RFP. As we cannot estimate the efforts for the future requirements of the bank.	Clause stands as per RFP.
144	31	1	Part –IV: SCOPE OF WORK	We understand that Network means Interchanges like Visa/MasterCard/ RuPay, etc. Kindly Confirm.	Yes.
145	31	6	Part –IV: SCOPE OF WORK	We understand that the bank is referring to the initial one time training to the bank's staff. Kindly confirm.	Refer to bank's response to Serial No 77 above

150	35	2	Part –IV: SCOPE OF WORK	We sincerely request the bank that any other Channel /Changes /Customization if introduced by the bank in future should be charged additionally for efforts. It is impossible to derive efforts at this point.	Clause stands as per RFP.
149	35	2	Part –IV: SCOPE OF WORK	We are OK to handle the same in the same per transaction cost. But if there are any efforts to customize new transactions in the system, then the same shall be charged separately to the bank. Kindly confirm.	Clause stands as per RFP.
148	33	23	Part –IV: SCOPE OF WORK	Request the bank to let us know how many RRB's are required to be configured	At present 1(One) RRB.
147	32	16	Part –IV: SCOPE OF WORK	We sincerely request the bank that any other channel if introduced by the bank in future should be charged additionally for efforts. It is impossible to derive efforts at this point. We also suggest that the bank should have a placeholder as an optional item in the commercials for such future requirements so that the prices can be freezed and the bidder is not required to exorbitantly load the commercials with efforts of such future requirements and the bank can also save on its budgets and hence this is a WIN - WIN situation.	Clause stands as per RFP.
146	32	16	Part –IV: SCOPE OF WORK	We understand that this is a one time activity during implementation As we cannot estimate the efforts for future switch file structure changes, if there are any other changes in the Switch File structure then the efforts for the same would be chargeable in future. Kindly confirm. We also suggest that the bank should have a placeholder as an optional item in the commercials for such future requirements so that the prices can be freezed and the bidder is not required to exorbitantly load the commercials with efforts of such future requirements and the bank can also save on its budgets and hence this is a WIN - WIN situation.	Clause stands as per RFP.

				We also suggest that the bank should have a placeholder as an optional item in the commercials for such future requirements so that the prices can be freezed and the bidder is not required to exorbitantly load the commercials with efforts of such future requirements and the bank can also save on its budgets and hence this is a WIN - WIN situation.	
151	36	2	Part –IV: SCOPE OF WORK	We sincerely request the bank that any other Channel /Changes /Customization if introduced by the bank in future should be charged additionally for efforts. It is impossible to derive efforts at this point. We also suggest that the bank should have a placeholder as an optional item in the commercials for such future requirements so that the prices can be freezed and the bidder is not required to exorbitantly load the commercials with efforts of such future requirements and the bank can also save on its budgets and hence this is a WIN - WIN situation.	Clause stands as per RFP.
152	36	2	Part –IV: SCOPE OF WORK	We sincerely request the bank that any other Channel /Changes /Customization if introduced by the bank in future should be charged additionally for efforts. It is impossible to derive efforts at this point. We also suggest that the bank should have a placeholder as an optional item in the commercials for such future requirements so that the prices can be freezed and the bidder is not required to exorbitantly load the commercials with efforts of such future requirements and the bank can also save on its budgets and hence this is a WIN - WIN situation.	Clause stands as per RFP.
153	36	2	Part –IV: SCOPE OF WORK	We request the bank to keep this on a mutually agreeable basis as we cannot estimate the time required to make the said changes/modifications upfornt.	Clause stands as per RFP.

154	56	3	Part - V	We request the bank to delete the clause on recovering damages with regards to Bank reputation and Goodwill. Since, nowhere such penalties and damages are levied on the bidder. These are all consequential damages and must be excluded.	Clause stands as per RFP.
155	34	2	Part –IV: SCOPE OF WORK	Since the entire project is to be executed on an Opex model and the bank is not going to pay any type of license fees for deploying the solution onsite, we assume that all application and database licenses can be in the name of the bidder and not in the name of the bank. Kindly confirm.	Yes However, please refer to Annexure D:- Technical Specifications
156	92	22	Detailed Scope Of Work	We assume that to start with the bidder should size the solution to meet the per day requirements of 19.44 lakh transactions. Kindly confirm.	To start with, bidder should size the solution to meet the per day requirement of 2 way/3 way /4 way recon of 25 to 45 lakh transactions.
157	111	1	Annexure – G: Masked Commercial Format	We assume that 250 crore transactions are over a period of 3 years. Kindly confirm. If it is annual, then should the column (6) be multiplied by 3 to arrive at a three year TCO. Kindly Confirm	Yes, It is for a period of three years.
158	125	11.1	Experience for reconciliation under OPEX Model	Kindly confirm if the bank is looking for Indian schedule commercial banks only. Also, will the bank consider banking customer under CAPEX (license) model.	Please refer to point no 6 of Annexure D Technical Specifications. Apart from this, Clause stands as per RFP.
159	125	11.2	Experience for reconciliation under OPEX Model	Since it is mentioned as bank's', kindly let us know how many minimum number of banks shall be considered for this criteria. For e.g. minimum 3 banks for: a. More than 3 years b. More than 2 years c. More than 1 year	Minimum one Bank.
160	125	11.3	Experience for reconciliation under OPEX Model	What proof will the bank accept at a bare minimum to support bidder's claim for this criteria. Will a mere undertaking on bidder's letterhead be sufficient. Kindly confirm	Clause stands as per RFP.
161			General	Does the bank have Oracle EULA. If yes, would the bank extend the same to this RFP. Kindly confirm.	Required Licenses to be provided by the Selected bidder.



End to End Reconciliation solution for Card Transaction, ATMs and other transactions RFP Ref. No: DIT/BPR&BTD/OA/2294/2020-21 Date: 23/11/2020 <u>Amendments, Addendums and Corrigendums</u>

SI No.	Original Clause	Revised Clause
Bid Control Sheet	Last Date and time for receipt of tender Bids: 30/12/2020 at 4PM	Last Date and time for receipt of tender Bids: 07/01/2021 at 4PM
Eligibility Criteria Point no. 2	The bidder submitting the offer should be profit making company (profit after Tax) for the last three financial years i.e. 2017-18, 2018-19 and 2019-20.	The bidder submitting the offer should have <u>positive net worth</u> for each of the last three financial years i.e., 2017-18, 2018-19 and 2019-20
Eligibility Criteria Point no. 4	The Bidder should have minimum of 3 years of experience in implementation & execution for end to end. Reconciliation solution for Card Transaction, ATMs and other transactions in at least two scheduled commercial Banks in India in last 5 years and handling such operations as on RFP submission date.	The Bidder should have minimum of 3 years of experience in implementation & execution for end to end Reconciliation solution for Card Transaction, ATMs and other transactions in at least one scheduled commercial Bank in India in last 5 years and handling such operations as on RFP submission date.
Eligibility Criteria Point no. 5	The OEM's Solution should have minimum of 3 years of experience in implementation & execution for end to end Reconciliation solution for Card Transaction, ATMs and other transactions in at least two scheduled commercial Banks in India in last 5 years and should have capability to process at least 25 lakhs transactions per day on average basis on RFP submission date.	The OEM's Solution should have minimum of 3 years of experience in implementation & execution for end to end Reconciliation solution for Card Transaction, ATMs and other transactions in at least one scheduled commercial Bank in India in last 5 years and should have capability to process at least 25 lakhs transactions per day on average basis on RFP submission date.
Annexure-I Format of submission of Technical bid	A – Readily Available (Allotted full marks will be given) C – Customizable, free of cost, in the current version itself, before acceptance of the Software by the Bank (Half marks of the allotted marks will be given) N – Not Available (Please note that response as N shall not be allotted any marks and may lead to rejection)	A – Readily Available (Allotted full marks will be given) C – Customizable, free of cost, in the current version itself, before acceptance of the Software by the Bank (Half marks of the allotted marks will be given) N – Not Available (Please note that response as N shall not be allotted any marks. However all requirements needs to be fulfilled by the bidder).
Annexure H: Commercial Format: Last Column	Total Cost of Ownership including Taxes for 250 Crore transactions (in Rs.)	Total Cost of Ownership excluding Taxes for 250 Crore transactions (in Rs.)
Annexure G: Masked Commercial Format	Please refer below	Please refer below

SI. No.	Item Description	No. of Transactions	Paisa per transaction Basis Cost	GST %	Total Cost of Ownership for 3 years for 250 Crore transactions (excluding Taxes) (in Rs.)
		Α	В	С	D=A*B
1	End to End Reconciliation of all types of Financial & Non-Financial Transactions as per the scope mentioned in RFP for the entire contract period of 3 years (in figures)	250 Cr	ХХХ	XXX	XXX
2	Total Cost of ownership for the 3 years contract period (in words)	Rs.XXXX/- Only			

Annexure – G: MASKED COMMERCIAL FORMAT (Revised)

<u>Note:</u>

- a. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
- **b.** The "per transaction rate" quoted should be exclusive of all taxes.
- c. GST will be paid at actuals at the time resultant billing.
- **d.** The prices quoted above are for TCO (Total Cost of Ownership) calculation purposes only. Payment would be done on pro-rata basis per transaction.
- e. The rate arrived shall be valid for the entire contract period.
- f. No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid.
- g. In case of discrepancy between figures and words, the amount in words shall prevail.
- **h.** The calculation for arriving at TCO is properly mentioned in the appropriate columns and we also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon our company.
- i. If the cost for any line item is indicated as zero or blank, then Bank may assume that the said item is provided to the Bank without any cost. All cost is quoted in INR only.

- j. If cost of any item is left blank then bank will follow the system of normalization, where it will insert the "highest of all bid" cost and will arrive at the TCO.
- **k.** Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- I. We have ensured that the price information filled in the commercial offer at appropriate column is without any typographical or arithmetic errors. All felds have been filled in correctly.
- **m.** Lowest Cost will be determined on the SI. No. 6, i.e. Grand Total for the entire contract period.
- n. We have not added or modified any clauses / statements / recording s/ declarations in the commercial offer, which contains conditional and / or qualified or subjected to suggestions / any deviations in terms & conditions or any specifications.
- **o.** We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- p. 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 & conditions or any specifications, if so such offer will be summarily rejected.

We hereby agree to abide by all the terms and conditions mentioned herein above the Bank's RFP dated 23.11.2020 and subsequent pre-bid and amendments.

Place: Date:

Signature of Bidder:	
Name:	

Business Address: _____

Annexure H: COMMERCIAL FORMAT (Revised)

SI. No.	Item Description	No. of Transactions	Paisa per transaction Basis Cost	GST %	Total Cost of Ownership for 3 years for 250 Crore transactions (excluding Taxes) (in Rs.)
		A	В	С	D=A*B
1	End to End Reconciliation of all types of Financial & Non-Financial Transactions as per the scope mentioned in RFP for the entire contract period of 3 years (in figures)	250 Cr			
2	Total Cost of ownership for the 3 years contract period (in words)		· · · · ·		

<u>Note:</u>

- a. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
- **b.** The "per transaction rate" quoted should be exclusive of all taxes.
- c. GST will be paid at actuals at the time resultant billing.
- **d.** The prices quoted above are for TCO (Total Cost of Ownership) calculation purposes only. Payment would be done on pro-rata basis per transaction.
- e. The rate arrived shall be valid for the entire contract period.
- f. No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid.
- g. In case of discrepancy between figures and words, the amount in words shall prevail.
- **h.** The calculation for arriving at TCO is properly mentioned in the appropriate columns and we also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon our company.

- i. If the cost for any line item is indicated as zero or blank, then Bank may assume that the said item is provided to the Bank without any cost. All cost is quoted in INR only.
- j. If cost of any item is left blank then bank will follow the system of normalization, where it will insert the "highest of all bid" cost and will arrive at the TCO.
- **k.** Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- I. We have ensured that the price information filled in the commercial offer at appropriate column is without any typographical or arithmetic errors. All felds have been filled in correctly.
- **m.** Lowest Cost will be determined on the SI. No. 6, i.e. Grand Total for the entire contract period.
- n. We have not added or modified any clauses / statements / recording s/ declarations in the commercial offer, which contains conditional and / or qualified or subjected to suggestions / any deviations in terms & conditions or any specifications.
- o. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- p. 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 & conditions or any specifications, if so such offer will be summarily rejected.

We hereby agree to abide by all the terms and conditions mentioned herein above the Bank's RFP dated 23.11.2020 and subsequent pre-bid and amendments.

Place:
Date:

Signature of Bidder:	
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Name: ______ Business Address:

Addendums:

SI. No	Clause Added
1	Reconciliation system should allow Dr/Cr entry in case of reversal/refund only against a corresponding Cr/Dr entry.
2	Any refund credit in the network settlement statement should be verified against actual receipt of funds.
3	Credit receipt in the network settlement statement should be necessarily verified against actual debits in the cardholder account to ensure debits in the account are matching (and not at any time lower than) the credits likely to be received.
4	Reconciliation process should be so strengthened that any anomalies are detected in real time / near real time and corrective actions where necessary are taken promptly.
5	Reconciliation of RTGS & NEFT* may also be handed over to successful bidder as and when required.

*→Additional Scope is as follows:

<u>Services</u>: NEFT & RTGS: Onsite support for NEFT and RTGS transaction reconciliation and dispute management system. Bidder to have experience and capability for implementing and successfully running Reconciliation & Accounting, Settlement, Clearance and Chargeback solutions for large volumes of NEFT and RTGS Transaction.

<u>**Reconciliation Process :**</u>

- 1. 3-way reconciliation is to be done for NEFT and RTGS.
- 2. Application must be in position to handle dispute resolution for all transactions, preparation of settlement vouchers, generation of uploadable files
- 3. The Application should have the provision to handle incoming Settlement & other files from SFMS, Middle-ware and CBS.
- 4. System should have the provision to define parameters by users, report violations and exceptions handling by user intervention
- 5. System should be capable of reconciling incoming and outgoing files
- 6. Application must have scope for checking transaction status for end-user (at branch level) along with option to raising dispute . i.e. Provide a portal to branches to check the transaction faith or register disputes with ticketing system.

- 7. Application must have ticketing system in case any dispute raise and auto-generation of email alert on various level of phase.
- 8. Application must support integration with other dispute system wherein fetching of status / registering of complain can be integrated.

Mandatory Services :

Follow-up of wrong account transfer or calling back from other bank. With maintenance of TAT.

Value Added services :

- 1. Handling customers' complaints/disputes & issuing chargebacks with allied activities such as wrong account fund transfer.
- 2. Following with other bank on not receipt of credit acknowledgment.
- 3. Refund checking and marking or updation in recon-system.
- 4. Auto email generation . Application must support FTP , CMS API .
- 5. The Software Solution Application architecture should be should be scalable in commensurate with the increase in transactions and devices in the bank
- 6. The Successful Bidder is responsible for customization of solution as per RBI,
- 7. NPCI/VISA/MASTER/any other regulatory body regulations at their own costs.
- 8. Application must support business continuity plan.
- 9. Mail handling pertaining to complaints / settlement.

<u>Record Management :</u>

Obtaining and preserving transaction details based on recon files uploaded in system.

Daily cash summary and cash balance report – these reports should tally with day-end report with CBS.

Management Information system:

- 1. The bidder is supposed to provide all the reports as per the requirements of the operations team, business team, regulatory authorities and any other report required time to time from Bank/RBI / Regulatory guidelines or other governing bodies at no additional cost.
- 2. The MIS shall form the basis of transaction level reconciliation, Pool Account Balancing reports, settlement, exception reporting
- 3. Daily reports on reconciliation as per Bank's Format including exception reporting
- 4. Preparation of Daily Control Sheet
- 5. Analysis of exception reports
- 6. Any other activity required to be done.
- 7. Age-wise Daily reports on outstanding/unreconciled entries, receivables and payables.

Transaction Process :

Reconciliation process should identify various types of failed and reversed transactions so as to facilitate credit to customer accounts various networks.

<u>Accounting :</u>

Batch wise settlement report and reconciliation in Case of NEFT. GL TALLY report. Tracking of transaction wise shortfall in case.

RTGS settlement. BGL balancing position.

To Match Core Balance and Net liquidity Balance on daily basis. To provide the unmatched entries (if any) to the Bank and rectify the same on T+1 basis .

Abbreviations:

- 1. RFP: Request for Proposal
- 2. NPCI: National Payments Corporation of India
- 3. LEC: Lowest Evaluated Cost
- 4. EC: Evaluated Cost
- 5. NCMC: National Common Mobility Card
- 6. IMPS: Immediate Payment Service
- 7. UPI: Unified Payment Interface
- 8. AEPS: Aadhaar Enabled Payment System.
- 9. PoS: Point of Sale
- 10.EJ: Electronic Journal
- 11.TLF: Transaction Log File
- 12.BC: Banking Correspondent
- 13.TAT: Turnaround Time
- 14.TCC: Transaction Credit Confirmation
- 15.DRC: Debit Reversal Confirmation
- 16.SOC: Security Operation Centre
- 17.LOI: Letter of Intent.