Pre-bid Queries responses for Tender No. CO:DP&TB:2022-23:1 dated 30.03.2023 RFP for Selection of Service Provider for Providing Authentication Control Server (ACS) Services for Online Card Transactions.

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Sr. No	Page	RFP Clause No.	Clause	Exisiting Clause	Query/Suggestions	Banks' Response		
1	4	Part 1	I Bid Document	Pre-bid meeting with Bidder on queries raised	Bank to provide at least 3 weeks to submit the RFP Responses, post publishing the Corrigendum/Addendum	Please refer the Corrigendum-I		
2	10	c.1		Setup and implementation with the Bank's host / card schemes (including all necessary testing/ sign offs, production movement, including Bank, Bank's vendor and third party dependencies, etc.) should be completed within 6 weeks from the date of Purchase Order	Bank to provide at least 12 weeks to complete the integration from the date of Purchase order	No Change. RFP requirement remains.		
3	12	d.17	3.2 Scope of Work	Bidder to support the tokenisation system if the Bank provides data as per Tokenised mechanism (Capable of handling tokenisation method).	Kindly elaborate the workflow for token based transactions	Tokenization should be supported as per RBI guidelines		
4	10	c.5	3.2 Scope of Work	Bank/ RRBs will not make any payment for initial setup and implementation and make payment for the transactions only as per the details given in the annexure for commercial offer	Does Bidder would need to do separate integration and execute an agreement with each RRBs?	No separate integration with RRBs required.		

5	12	σŊ	3.2 Scope of Work	The proposed solution should support session/ connection timeouts, automatically soft-block the cards for all online transactions in case of successive preconfigured unsuccessful attempts due to wrong credentials (to be decided in consultation with the Bank), attempts, provide a secured portal or suitable option chosen by the Bank for individual/bulk unblocking of the cards so blocked.	ISwitch/CBS. Please confirm the role of ACS w.r.t.	Role of ACS is mentioned in existing clause.
6	14	0.i	3.2 Scope of Work		We understand the customers mobile/e-mail id repository is managed by the Switch or CBS. Please confirm the role of ACS w.r.t. providing the interface for updation of mobile no./e-mail id	Mobile numbers are also stored at ACS level to reduce extra leg in fetching of mobile number. In case mobile number gets updated in CBS, there should be functionality to get updated mobile number from CBS.

7	15	8	3.3 Eligibility Criteria	Bidder's infrastructure, systems/application and procedures must have valid ISO 9001, ISO 27001, PCI-DSS and PA-DSS compliant certificates as per requirements of the card scheme and regulators	PA DSS applies to software vendors and businesses that develop payment applications that store, process, or transmit cardholder data. The standard is required when payment applications are sold, distributed, and/or licensed to third parties. Software/applications used by us are in-house developed & maintained and used only by BillDesk. BillDesk doesnt sell this apps to any vendors. The ISO 9001 is applicable for Qulity Management Services and ISO 27001 is applicable for IT related services and we are already certified with ISo 27001. Hence, would request you to kindly remove ISO 9001 and PADSS requirement	Please refer the Corrigendum-I
8	25	b.ii	3.15 Bid Security	a Banker's Cheque / Demand Draft, issued by a nationalized/any Schedule commercial Bank / public sector bank in India, drawn in favour of Central Bank of India and valid for two hundred ten (210) days from last date of receipt of the bid.	Would request Bank to allow transfer of Bid security amount via NEFT/RTGS in bank's collection account.	No Change. RFP requirement remains.
9	40	a) & b)	4.8 Penalty	Penalties due to Delay in implementation & Penalty due to delay in Services	There are mutiple stakeholders for ACS implementation and integration. Would request bank to consider all the factors across all parties before lvying any penalty on the bidder	No Change. RFP requirement remains.
10	72	2	Format 6.3 BOM	Bill of Material (BOM) –Price Breakup Schedule	Would request Bank to allow addition of line items like Domestic, International, MPIN, etc. in price bid	No Change. RFP requirement remains.

11	100	25	Format 6.15	Should have the Facility hard-block the cards in case of preconfigured numbers of soft-blocks/ successive unsuccessful attempts	We understand the cards will be blocked /unblocked at Switch/CBS. Please confirm the role of ACS w.r.t. locking/unlocking the card.	Role of ACS is mentioned in existing clause in RFP.
12	100	24	Format 6.15	Should have the Facility for automatically unblock the soft-blocked cards at regular intervals	We understand the cards will be blocked /unblocked at Switch/CBS. Please confirm the role of ACS w.r.t. locking/unlocking the card.	Role of ACS is mentioned in existing clause in RFP.
13	100	26	Format 6.15	Should provide a secured portal or suitable option chosen by the Bank for individual/bulk unblocking of the cards so blocked.	We understand the cards will be blocked /unblocked at Switch/CBS. Please confirm the role of ACS w.r.t. locking/unlocking the card.	Role of ACS is mentioned in existing clause in RFP.
14	100	33	Format 6.15	Should support use of ATM PIN verification mechanism to authenticate Cardholder during enrollment and capture user chosen password for subsequent e-Commerce purchase. OTP (One-time Password) to be sent to cardholder for new registration & Subsequent Transactions.	We understand the use of ATM PIN verification to authenticate the Cardholder will be at Switch/CBS. Please confirm the role of ACS	OTP based authentication is being used as per RBI guidelines
15	101	36	Format 6.15	Should have the facility to upload Mobile Nos. through the portal provided to Bank.	We understand the customers mobile repository is managed by the Switch or CBS. Please confirm the role of ACS w.r.t. providing the interface for updation of mobile no.	It is clarfied in RFP clause- 3.2.0-i as under- The selected bidder has to provide various interface options to Bank for updation of mobile no./e- mail of the card holder such as file upload / download, SFTP, etc., if required or facilitate any such requirements without any additional cost to the Bank.

16	102	50	Format 6.15	The product should have lost, stolen and expired card support. The system should provide website enrolment for cardholder to register for the program	We understand the customer's Card repository is managed by the Switch or CBS. Please confirm the role of ACS w.r.t. providing the interface for updation of mobile no./e-mail id	Role of ACS is mentioned in existing clause in RFP.
17	15		5	The bidder should have an experience of at least two (2) years in Authentication Control Server transaction processing for card online transactions of Visa/ MasterCard/ RuPay network and should have processed at least 5,00,00,000 debit/ credit card online transactions through ACS service of Visa/ MasterCard/ RuPay network for any Scheduled Commercial Banks in India till date of submission of bid	Our ACS solution is fully developed in-house and is available on hosted environment since 2020. Total customer -12 (hosted+license). Hosted - 11 banks. Punjab and Sind Bank through AGS and other 10 are in Africa region through a payment processor. License - National Savins Bank, Sri Lanka. Average volume recordered in the year 2020-2021 & 2021-2022 is 36Lacs approx. Our clients currently avail the services for VISA and MasterCard. The criteria of 5Cr and Rupay is restricting us to bid in this RFP. Given our domain knowledge and technical expertise we request the bank to relax the critieria of 5cr and Rupay so that we participate in this RFP.	No Change. RFP requirement remains.
18	15		6	•	Currently we have 1 Scheduled Commercial Banks in India for ACS Services. We request the bank to relax this criteria	No Change. RFP requirement remains.

19	40	a)	If the proposed solution is delayed beyond the implementation schedule (section 3.28), a penalty of 1% of contract value will be levied for every week of delay or part thereof, to a maximum of 10%.	Our request to the bank is to levy a total penalty in a year to maximum of 10% of the annual contract value.	No Change. RFP requirement remains.
20	99	2	Supports Secure Code, Verified by Visa and RuPay Pay Secure for Mastercard, VISA and RuPay Card respectively and RuPay BEPG	Currently Available- Secure Code, Verified by Visa. RuPay can be provided.	No Change. RFP requirement remains.
21	100	22	Should have rule based, real time fraud risk management capabilities implemented	interfaced with the banks Fraud and risk management	ACS system Should have capabilities to implement rule based, real time fraud risk prevention.
22	100	30	Should support all debit/ prepaid cards of Visa / RuPay etc. issued by the Bank as well as cards issued by the RRB's sponsored by the Bank	Currently Available- Secure Code, Verified by Visa. RuPay can be provided.	No Change. RFP requirement remains.
23	101	39	Should be capable of approving transactions for onward/inward routing and authorization through Bank 's debit card/ Pre-Paid card switches.	Ithe bank to delete this clause	ACS system should do OTP based authentication as per RBI guidelines
24	101	44	Should have the Facility to setup velocity checks and other limits for the card not present transactions.	the bank to delete this clause.	ACS system Should have capabilities to implement rule based, real time fraud risk prevention.
25	16	10	Bidder to support 8 Digit BIN configuration and its transaction processing as per Visa/Mastercard standards and by NPCI in future.	1 ~ ~	Self Certification is acceptable where Scheme do not provide any separate Certification for 8 digit BIN.

26	15	3.3(3)	Eligibility Criteria Point 3: The bidder should have profit (after tax) in at least two financial years out of last three financial years (i.e. 2019-20, 2020-21, and 2021-22)	Requesting Bank to modify the clause as; The bidder should have made profit(after tax) in at least one financial year out of last three financial years (i.e. 2019-20,2020-21, and 2021-22) or The bidder should have made profit(after tax) in at least two financial years out of last four financial years (i.e. 2018-19,2019-20,2020-21, and 2021-22)	Please refer the Corrigendum-I
27	15	3.3(6)	and certified with NPCI for ACS service with at least any 2 Scheduled	1	Business Mix is used for Total Business of Bank (Deposits and Advances). For business figures, website of Banks and other reports may be referred
28	Pg. No. 9	3.1	mutual agreement based on the satisfactory performance of the bidder. Decision for	Bidder suggests that Renewal shall be on mutually agreed commercial terms and conditions. Pricing for renewal period shall be revised on mutually agreed terms.	Please refer the Corrigendum-I

29	Pg. No.	3.2 (c) (4)	Selected service provider will be responsible for implementation of on-going software maintenance updates including card network and regulator mandated updates and changes.	Bidder suggests that on-going software maintenance and updates required due to changes from card network and regulatory mandated updated changes will lead to additional efforts to the Bidder that may not be calculated at this stage. Therefore, Bidder would request that such updates and maintenance update shall be agreed with Bank via change request process and commercials shall be mutually agreed between Bank and the Bidder.	No Change. RFP requirement remains.
30	Pg. No. 12	3.2 (d) (16)	getting certified before the deadlines fixed by Card Network as on date of applying for RFP). Application should be scalable and	Bidder suggests deletion of the term "without additional cost". Bidder agrees to comply with international standard like EMVCO 3DS 2.0 and domestic standards by Regulatory authorities or any other guidelines from Government issued from Time to Time. But any cost impact to the upgrade shall be carried out via change request process and the charges related to such upgrade shall be mutually agreed between Bank and the Bidder.	No Change. RFP requirement remains.

31	13	3.2 (h) (1)	If, in future Bank joins any other card scheme, the selected service provider will be responsible for implementation of the Authentication Control Server services without any additional cost to the Bank.	Bidder suggests deletion of the term "without additional cost". Bidder agrees to support the Bank, if, in future Bank joins any other card scheme, but the cost impact and efforts estimated for implementation of ACS for additional schemes shall be carried out via change request process and the charges related to such implementation shall be mutually agreed between Bank and the Bidder.	No Change. RFP requirement remains.
32	13	3.2 (h) (2)	of India and any other regulator/ authority for payments systems, the selected service provider will be responsible for the	Bidder suggests deletion of the term "without additional cost". Bidder agrees to upgrades the software/hardware to comply with guidelines issued by the respective card schemes, Reserve Bank of India, Govt. of India and any other regulator/ authority for payments systems Bidder. But, any cost impact or effort estimation for such upgrade of software/hardware shall be implemented via change request process and the charges related to such upgrades of software/hardware shall be mutually agreed between Bank and the Bidder.	No Change. RFP requirement remains.

33	13	3.2 (h) (3)	The service provider's solution should comply with industry standards of security such as, but not limited to, Payment Card Industry Data Security Standard (PCIDSS) and/ or Payment Application Data Security Standard (PA-DSS) without any additional cost to the Bank.	Bidder suggests deletion of the term "without additional cost". Bidder agrees to comply with industry standards of security such as, but not limited to, Payment Card Industry Data Security Standard (PCIDSS) and/ or Payment Application Data Security Standard (PADSS). But, any cost impact or effort estimation for future compliance requirements shall be implemented via change request process and the charges related to such additional compliance requirements shall be mutually agreed between Bank and the Bidder.	No Change. RFP requirement remains.
34	13	3.2 (h) (4)	Selected service provider is required to implement all the mandates issued by card schemes, other regulatory or Government agencies including Reserve Bank of India in time to avoid any non- compliance during the contract period. Any penalty by these authorities due to non-compliance of mandates/ compliances will be recovered from the selected service provider.	Bidder agrees to implement all the mandates issued by card schemes, other regulatory or Government agencies including Reserve Bank of India in time to avoid any non- compliance during the contract period. But, any cost impact or effort estimation for such implementation of mandates compliance requirements shall be implemented via change request process and the charges related to such additional compliance requirements shall be mutually agreed between Bank and the Bidder. Bidder shall not be held responsible for any delay not solely attributable by the Bidder.	No Change. RFP requirement remains.

35	14	3.2 (m)	Any downtime beyond allowable downtime will attract penalty and the same will be deducted from the billing of the selected service provider.	Bidder request clarification on the allowable downtime. Bidder suggests that the penalty shall not be applied for any scheduled or planned downtime, force majeure event, for any other reasons not attributable to Bidder and any other reason beyond the control of the Bidder.	No Change. RFP requirement remains.
36	14	3.2 (n)	service provider should accommodate the same without any additional cost to the Bank. In the event of any modifications/ changes in the processes / specifications for any of the deliverables, etc., selected service provider will have to accommodate the same at no additional cost to the Bank. Any	Bidder suggests deletion of the term "without additional cost". Any cost impact to Bidder under these provisions shall be agreed between the Parties through change request process and the charges related to such requirements from Bank including future modifications suggested by RBI / IBA / Network associations etc., shall be mutually agreed between Bank and the Bidder.	No Change. RFP requirement remains.

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37	35	3.36	Any future addition/ up gradation of Hardware and software on account of directives /mandates of Regulatory authority/ Card Associations /other bodies have to be complied with in set time frame at no cost to the Bank.	Bidder suggests deletion of the term "at no cost". Any cost impact to Bidder for future addition/ up gradation of Hardware and software on account of directives /mandates of Regulatory authority/ Card Associations /other bodies have to be complied through change request process and the charges related to the same shall be mutually agreed between Bank and the Bidder.	No Change. RFP requirement remains.
38	38	4.1	In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any Clause / Provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.	Bidder suggests that the interpretation of provisions shall be mutually discussed and agreed between the Parties.	No Change. RFP requirement remains.
39	39	4.5	The Service Provider shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof.	Bidder clarifies that use of Products or any part thereof by Bank shall be authorized by the Bidder and the Bidder shall not be held responsible for any modification or enhancement or misuse or combination of or integration of with other products not authorized by the Bidder.	No Change. RFP requirement remains.

40	39	4.7		Bidder clarifies that Inspection by Bank Team officials shall not affect the normal business as usuals or functions of the Bidder. Any cost impact or expenses incurred by the Bidder in relation to the Inspection and Quality Test Controls shall be borne by the Bank.	No Change. RFP requirement remains.
41	40	4.8	Bank will recover the financial loss to the bank or its customers from bidder which is caused due to malfunctioning of system provided by the Bidder and the recovery amount will not be part of penalty hence will not be included under overall 10% cap on penalty, It will be considered separately.	Bidder clarifies that the Bidder shall not be held responsible or liable for the losses suffered by Bank's customers. Bidder suggests that liability of the Bidder caused due to malfunctioning of systems shall be limited with a cap which shall not exceed 5% of the total amount actually received by the Bidder.	No Change. RFP requirement remains.
42	40	4.8 (a)	Penalties due to Delay in implementation	Bidder suggests waiver of penalty for delay in implementation caused due to (i) any dependencies from the Bank; or (ii) due to non-availability of data or information or delay from the Bank; or (iii) any other reasons beyond the control of Bidder. Bidder suggests that penalty for delay in implementations shall be subject to cap which shall not exceed 5% of the total amount actually received by the Bidder for the implementation activity only.	No Change. RFP requirement remains.

43	40	4.8 (b)	Penalty due to delay in Services	Bidder suggests waiver of penalty for delay in Services caused due to (i) any dependencies from the Bank; or (ii) due to non-availability of data or information or delay from the Bank; or (iii) any other reasons beyond the control of Bidder. Bidder suggests that penalty for delay in Services shall be subject to cap which shall not exceed 5% of the total amount actually received by the Bidder for the Services rendered to Bank.	No Change. RFP requirement remains.
44	40	4.8 (c)	Penalty Due to downtime	Bidder suggests that the penalty shall not be applied for any scheduled or planned downtime, force majeure event, for any other reasons not attributable to Bidder and any other reason beyond the control of the Bidder. Bidder suggests that penalty for downtime shall be subject to cap which shall not exceed 5% of the total monthly invoice amount actually raised by the Bidder for that particular month.	No Change. RFP requirement remains.

45	40	4.8 (d)	Penalty Due to Declined/Failed Transaction on account of Technical error:	Bidder suggests that the penalty shall not be applied for any declined or failed transactions for any other reasons not attributable to Bidder and any other reason beyond the control of the Bidder. Bidder suggests that penalty shall be subject to cap which shall not exceed 5% of the total monthly invoice amount actually raised by the Bidder for that particular month.	No Change. RFP requirement remains.
46	40	4.8 (e)	Performance will be monitored on quarterly	Bidder suggest that Bidder should be given an opportunity to be heard on the penalty before deductions. Bidder suggests that Bank to provide the mechanism followed for deduction of penalty from invoice amount applicable only for the affected period or months. Bidder suggests that Bank shall not withheld the payment for other invoice amount not directly related to penalty due to downtime or failed transactions.	No Change. RFP requirement remains.
47	41	4.8 (e)	be cancelled and amount paid if any, will be recovered with 1.25% interest per month. The bank also has the right to invoke the	can which shall not exceed 5% of the total monthly	No Change. RFP requirement remains.

48	41	4.8 (f)	vendor, on demand from Bank. The vendor undertakes to pay the penalty amount as prescribed by the Bank. Bank reserves the right to deduct the penalty amount from the monthly payout or invoke the Bank Guarantee for recovering the penalty	Bidder suggest that Bidder should be given an opportunity to be heard on the penalty before deductions. Bidder suggests that Bank to provide the mechanism followed for deduction of penalty from invoice amount applicable only for the affected period or months. Bidder suggests that Bank shall not withheld the payment for other invoice amount not directly related to penalty due to downtime or failed transactions.	No Change. RFP requirement remains.
49	42	4.12 (a)	solution or services provided therein by	Bidder clarifies that any cost impact to Bidder under these provisions shall be agreed between the Parties through change request process and the charges related to such assignment requirements from Bank due to Bank's corporate reorganization, consolidation, merger, or sale of substantially all of its assets shall be mutually agreed between Bank and the Bidder.	No Change. RFP requirement remains.
50	43	4.12 (b)	Service Provider shall ensure that the said Contractor shall agree to provide such services to the Bank at no less favourable terms than that provided by Service Provider and shall include appropriate wordings to this effect in the agreement entered into by Service Provider with such Contractor.	Bidder requires clarification on this provision. Bidder suggests deletion of this Clause.	No Change. RFP requirement remains.

51	43	4.14	Liquidated Damages	Bidder suggests that Liquidated Damages shall be subject to cap which shall not exceed 5% of the total monthly invoice amount actually raised by the Bidder for that particular month or actually received amount from Bank for that particular month.	No Change. RFP requirement remains.
52	44	4.15 (b)	upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Service Provider shall be liable to the Bank for any excess costs for such similar Products or Services. However, the Service	Bidder clarifies that in the event Bank terminates the Agreement solely for the reasons attributable to the Bidder due to failure to preform its obligations, then Bidder liability shall be subject to Limitation of Liability clause 4.24 and in no event shall exceed the actual invoice amount received from the Bank. Bidder shall not be held liable to bear the loss or expenses or cost borne by Bank to procure similar Products or Services in the event of termination invoked by Bank due to Bidder's failure to preform its obligations. Bidder suggests deletion of this provision.	No Change. RFP requirement remains.
53	44	4.16 (a)	Notwithstanding the provisions of TCC, the Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that the delay in performance or other failure to perform its obligations under the Contract, is the result of an event of Force Majeure.	Bidder suggests to include the term "penalty" next to "liquidated damages" as well under this provision.	No Change. RFP requirement remains.

54	45	4.17 A (b)	not terminated when the value of the	Bidder clarifies that in the event Bank terminates the Agreement solely for the reasons attributable to the Bidder due to failure to preform its obligations, then Bidder liability shall be subject to Limitation of Liability clause 4.24 and in no event shall exceed the actual invoice amount received from the Bank. Bidder shall not be held liable to bear the loss or expenses or cost borne by Bank to procure similar Products or Services in the event of termination invoked by Bank due to Bidder's failure to preform its obligations. Bidder suggests deletion of this provision.	No Change. RFP requirement remains.
55	45	4.17 C	The Bank, by written notice sent to the vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. It is clarified that the Vendor shall not terminate this Agreement for convenience	Bidder requires Bank to provide a minimum notice period of 180 days for termination of Bank's convenience. Bidders suggests to provide termination rights to Bidder for payment delay by Bank for more than thirty days, Bidder's inability to perform the services due to future change in law or regulations or inability to obtain license or approvals or consents from regulatory to provide the services in future.	No Change. RFP requirement remains.

56	49	4.21	lwithout any additional cost to the Rank	Bidder suggests deletion of the term "without additional cost". Any cost impact to Bidder rectify the audit observations shall be agreed through change request process and the charges related to such requirements from Bank shall be mutually agreed between Bank and the Bidder.	No Change. RFP requirement remains.
57	49	4.23	notice to ensure that data provided by the Bank is not misused. The Vendor shall cooperate with the authorized	Bidder suggests to provide advance notice for visit to make arrangements for the information/documents requested by Bank. Audit or Inspection shall be conducted without affecting the business as usuals of the Bidder.	No Change. RFP requirement remains.

58	50	4.24	any way arising out of any claim" "Breach of any of the term of this Agreement/Purchase Order(PO)" "The Vendor shall compensate the Bank for such financial loss, direct and remote" "Service provider/bidder shall indemnify to	Bidder suggests deletion of the term "indirectly" "Purchase Order" "remote". Bidder suggest that Bank to ensure compliance in relation to consent or collection or process of personal data from its customer or end customer. Bidder shall not be held responsible for any claims in relation to process of the data of Bank's customer. Bidder suggests that Indemnity provision to be mutually discussed and separately agreed between Bidder and Bank basis the evaluation of Technical and Commercial proposal. Bidder shall not be held liable for indirect, consequential, punitive damages loss of profits, business or customer or revenue or data etc.,	No Change. RFP requirement remains.
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59	51	4.25	Limitation of Liability	Bidder suggests that the liability of Bidder arising out of this RFP or Service Level Agreement shall in no event exceed the one year fees actually received by the Bidder in the last 12 months from which the claim arose. Bidder suggest that liability for gross negligence and misconduct shall be subject to liability cap. Bidder require clarification on the definition of contract value. Bidder suggests that Limitation of Liability provision to be mutually discussed and separately agreed between Bidder and Bank basis the evaluation of Technical and Commercial proposal.	No Change. RFP requirement remains.
60	52	4.29	Confidentiality	Bidder suggest to agree this provision on mutual terms.	No Change. RFP requirement remains.

61	55	2	4.33	Governing Law and its Compliance, and Jurisdiction	Bidder suggests that any cost impact or additional expenses incurred by the Bidder in relation to adherence of future compliance requirements may not be factored in the existing commercials or proposals. Therefore, Bidders suggests that any such costs or expenses or additional services that may be affected due to such compliance shall be agreed through change request process and shall be charged additionally to Bank on mutually agreed basis. Bidder requires clarifications on consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project. In the event Bidder is unable to obtain consents, permissions, approvals, licenses, etc., even after taking all reasonable efforts, Bidder shall be allowed to terminate the Service Level Agreement and shall not be held responsible for such events.	No Change. RFP requirement remains.
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62	59		4.39	Ownership and grant of licenses, Patent Rights / Intellectual Property Rights Patent, Ownership, and grant of licenses	Bidder requires clarification on requirement of license as the services are provided under hosted model. Bidder clarifies that Bank will be provided access to use the application, but no perpetual license or license rights on the Software will be granted to Bank. There is a separate commercials applicable for Enterprise License on the Software and use of the Software at Bank's premises etc., Bidder suggests deletion of this Clause as this is not applicable under the hosted model services.	No Change. RFP requirement remains.
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63	63	4.47	The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Vendor in the technical response. During the period of warranty / AMC, Bidder / Vendor should comply with all requirements including any or all reports without any additional cost, defined by any Regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the 5(five) year contract and any future renewal.	Bidder suggests deletion of the term "without additional cost" "at no extra cost". Any cost impact to Bidder on this provision shall be agreed through change request process and the charges related to such requirements shall be mutually agreed between Bank and the Bidder.	No Change. RFP requirement remains.
64	63	4.48	The successful Bidder shall execute Service Level agreement with the Bank within 15 days from the date of acceptance of Purchase Order.	Bidder suggest that the terms and conditions of the Service Level Agreement to be mutually discussed and agreed between Bidder and Bank separately.	No Change. RFP requirement remains.

65	NA	NA	NA	Bidder suggests to mutually discuss and agree on the following provisions: 1. General Disclaimer of Warranty on Software or Use of the Services. 2. Suspension of Services for Payment Delay, Change in Law, Security Reasons etc., 3. UAT Signoff Process 4. Non-Solicitation.	No Change. RFP requirement remains.
66	13	3.2(i)	i. Helpdesk Service: Selected Service Provider will have to provide all required support for Testing, documentation and provide necessary training wherever required to Bank staff.	bidder with respect to support for Testing and	Helpdesk/Contact center related requirement is clearly mentioned in RFP. Helpdesk is required to resolve the issues.
67	13	3.2(i)	i. Helpdesk Service: Selected Service Provider will have to provide all required support for Testing, documentation and provide necessary training wherever required to Bank staff.	Request bank to clarify on the expectation from the bidder with respect to training(listed under helpdesk service).	Helpdesk/Contact center related requirement is clearly mentioned in RFP. Helpdesk is required to resolve the issues.
68	4	PART 1: INVITATION TO BID	Pre-bid meeting with Bidder on queries raised: 12.04.2023 at 03:00 PM	Request the Bank to allow online meeting also and share the meeting Link.	Needful has been done
69	4	INVITATION TO	Last Date and Time for receipt of Bids (Commercial & Technical): 28.04.2023 at 03:00 PM	Request the Bank to extend the Bid submission date by 15 days from the date of publishing the Pre-bid clarifications on the Bank's website.	Please refer Corrigendum-I

70	6	3. Schedule of B submission / Address for communication	tender and the bid should be submitted to	Request the bank to allow online bid submission only.	No Change. RFP requirement remains.
71	10	a. Volume:	Indicative volume of card online transactions for Bank and its Sponsored RRBs are at least 3.5 Crores transactions per year.	However in Format 6.3 BOM (page number 72) projection for 5 years is 24,00,00,000 Txns mentioned instead of 17,50,00,000	Given figures are Indicative volume only. Actual numbers of online card transactions may be less or more.
72	10	c. Setup, Implementation, Migration, etc.:	The selected service provider will have to provide networking equipment for point to point connectivity with fail over backup from its primary Data Centre & Disaster Recovery/ backup site to Bank's Data Centre & Disaster Recovery Site. The leased lines/ connectivity will be procured by selected bidder.	Request Bank to add line item for point to point connectivity charges in the commercial format.	No Change. RFP requirement remains.
73	10	c. Setup, Implementation, Migration, etc.:	1. Setup and implementation with the Bank's host / card schemes (including all necessary testing/ sign offs, production movement, including Bank, Bank's vendor and third party dependencies, etc.) should be completed within 6 weeks from the date of Purchase Order.	Request the Bank to give 10 weeks time from the date of Purchase Order for Setup and implementation and it should be exclusive of certifications timelines from all the card schemes as the successful bidder will have no control on the timeline for completion of certification.	No Change. RFP requirement remains.

74	10	c. Setup, Implementation, Migration, etc.:	make payment for the transactions only as	Request the Bank to make payment for initial setup and implementation and also add a line item for the same in the commercial format.	No Change. RFP requirement remains.
75	14	n. Future modifications/ enhancements	the deliverables, etc., selected service	In case of major changes a suitable commercials will be discussed by following the Change Management/Request process.	No Change. RFP requirement remains.

76	3.3 Eligibility Criteria	1. Proof to be submitted: Certified copy of Certificate Incorporation in case of a private limited company and Certificate Commencement of Business in case of a 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 subsection (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 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.		
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				(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.	Please refer the RFP document.
				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 — Hence COMMENCEMENT OF BUSINESS CERTIFICATE is not applicable to our company.	
77	15	3.3 Eligibility Criteria	5. Proof to be submitted: PO Copy along with the consolidated list of the references	Request the Bank to consider either PO/SLA or Satisfactory letter mentioning the counts.	No Change. RFP requirement remains.
78	15	3.3 Eligibility Criteria	6. Proof to be submitted: Copy of POs and satisfaction letter from references	Request the Bank to consider either PO/SLA or Satisfactory letter mentioning the counts.	No Change. RFP requirement remains.

79	16	3.3 Eligibility Criteria	10. Bidder to support 8 Digit BIN configuration and its transaction processing as per Visa/Mastercard standards and by NPCI in future.		Bidders are required to submit self- declaration mentioning that 8 Digit BIN configuration and transaction processing support will be provided.
80	22	3.9 Documents Comprising the Bid	Documents comprising the Technical Bid Envelope, should be submitted duly indexed and numbered, comprising of -	the indexed as mentioned in this clause or should be	Documents should be submitted alongwith Index.
81	25	3.15 Bid Security	b) i. a bank guarantee issued by a scheduled commercial Bank (other than Central Bank of India), acceptable to the Bank, in the form as per format 6.4 provided in the Bid, valid for two hundred ten (210) days from last date of receipt of the bid.	Request the Bank to keep EMD validity of 180 days as the period of validity of Bid is 180 days as mentioned on page number 26.	No Change. RFP requirement remains.
82	28	3.25 Evaluation of Bids	submitted at the same price originally	Request the bank to not revise the Bill of Materials post reverse auction as the bidders will bid/compete accordingly in the reverse auction.	No Change. RFP requirement remains.

83	31	3.26 Opening of Price Bids	VI. Reverse auction in the tender- if a bidder quotes higher prices (higher by more than 20%) as compared to the average quoted prices (average of all technically qualified bidders), the same bidder may not be called for reverse auction process. Due to such price variation, bidders are not eligible to be called for reverse auction and if only one bidder is left commercially eligible, in such case the work / contract may be awarded to the L1 bidder.	As the L1 price will be determined through Reverse Auction, this criteria of rejection of bids with 20% higher indicative price than average should not be considered.	No Change. RFP requirement remains.
84	39	4.6 Performance Bank Guarantee(PBG)	a) The successful bidder should submit a Performance Bank Guarantee acceptable to the bank for 10% of the work order i.e. Total Cost of ownership (TCO) within 21 days from the date of acceptance of the Purchase Order.	Request the Bank to reduce the PBG to 3% of the contract value.	No Change. RFP requirement remains.
85	41	4.9 Payment Terms	Bank will make payment on a monthly basis after deducting penalty if any as per this RFP within 20 days of submission of the invoices (with all required supporting documents) or receipt of written clarifications on the invoice sought by the Bank whichever is later, after duly complying all the guidelines of this RFP and subsequent agreement.	Request the Bank to release the payment within 10 days from the date of undisputed invoice.	No Change. RFP requirement remains.
86	69	Format 6.2 NDA	NON-DISCLOSURE AGREEMENT	Trust the NDA is to be submitted by the successful bidder only. Whether the NDA is to be submitted on Rs. 100/- non-judicial stamp paper or Letter head?	The Non-Disclosure Agreement (NDA) will be submitted by all the bidders on Rs. 500/- stamp paper.

87	72	Bill of Material (BOM) –Price Breakup Schedule	Qty.: 24,00,00,000 Txns	On page number 10 (3.2 Scope of Work, a. Volume:), 3.5 crores indicative transaction volume per year is mentioned. Request the Bank to clarify if the projection should be 17,50,00,000 transaction for five years.	Given figures are Indicative volume only. Actual numbers of online card transactions may be less or more.
88	72	Bill of Material (BOM) –Price Breakup Schedule	ACS costs (Per transaction) (Projected Transaction count for a period of 5 Year = 24,00,00,000 Txns\$)	Trust the Bank will also pay for successful authenticated transaction but the transaction failed due to insufficient funds.	Payment will be made for successful authenticated transaction
89	72	Bill of Material (BOM) –Price Breakup Schedule	SMS Costs (Per SMS sent) This is optional for Bank and Bank may ask the bidder to integrate bank's own SMS solution for the purpose of sending SMS to customers. (Projected Transaction count for a period of 5 Year = 24,00,00,000 Txns\$)	As SMS is optional item, request the Bank to remove it from the calculation of TCO.	No Change. RFP requirement remains.
90	72	Bill of Material (BOM) –Price Breakup Schedule	SMS Costs (Per SMS sent) This is optional for Bank and Bank may ask the bidder to integrate bank's own SMS solution for the purpose of sending SMS to customers. (Projected Transaction count for a period of 5 Year = 24,00,00,000 Txns\$)	Request a separate line item for domestic SMS and international SMS counts.	No Change. RFP requirement remains.
91	72	Bill of Material (BOM) –Price Breakup Schedule	Format 6.3 BOM	Request the Bank to add a line item for sending OTP through email on the registered email ID of the cardholder.	No Change. RFP requirement remains.
92	85	Format 6.12- Certificate from Banks	Certificate from Bank	Request the Bank to accept certificates in the clients format mentioning the count and satisfactory services	Certificate should mention, required information as per given format

93			General	Request Bank to provide the present volume of transactions and SMS.	It is approx. 2 Crore transactions for last year for ACS.
94	81	Format 6.10- Eligibility Criteria	3. The bidder should have profit (after tax) in at least two financial years out of last three financial years (i.e. 2019- 20, 2020-21, and 2021-22)	We request the clause to be amended to: The bidder should have profit (after tax) in at least two financial years out of last five financial years (i.e. 2017-18, 2018-19, 2019- 20, 2020-21, and 2021-22)	Please refer the Corrigendum-I
95	82		12. The Bidder should have at least one direct support office at Mumbai and Hyderabad location. The Bidder should be able to provide support and maintenance for the offered solution. Documentary proof (Office registration details etc.) to be submitted along with the bid	Currently we serve 160+ Banks and Fintechs from our office locations in Bangalore, Mumbai, Pune, Chennai, Gurgaon and Noida without any challenges. We request you to waive the Hyderabad office location and consider any 2 office locations for servicing requirements.	12. The Bidder should have at least one direct support office at Mumbai. Bidder Support Office at Hyderabad location is desireable but not mandatory. The Bidder should be able to provide support and maintenance for the offered solution. Documentary proof (Office registration details etc.) to be submitted along with the bid
				Suggested slabs:	
			Service Levels (Uptime) Penalty amount	Service Levels (Uptime) Penalty amount	
			99.5 % and above No Penalty	99.5 % and above No Penalty	No Change. RFP requirement remains.
			Above 98.5% and below 99.5% 2% of the processing fees paid for the month	Above 98.5% and below 99.5% 2% of the processing fees paid for the month	No Change. RFP requirement remains.
06	14 and	(Uptime	Above 97.5% and below 98.5% 3% of the processing fees paid for the month	Above 97.5% and below 98.5% 3% of the processing fees paid for the month	No Change. RFP requirement remains.
96	40		Above 96.5% and below 97.5% 5% of the processing fees paid for the month	Above 96.5% and below 97.5% 5% of the processing fees paid for the month	No Change. RFP requirement remains.
				Above 95.5% and below 96.5% 10% of the processing fees paid for the month	No Change. RFP requirement remains.

				Below 95.5% 50% of the processing fees paid for the month	Above 92.5% and below 95.5% 20% of the processing fees paid for the month	No Change. RFP requirement remains.
					Below 92.5% 50% of the processing fees paid for the month	No Change. RFP requirement remains.
07	22.40] 1 1 1	incliding Rank Rank's vendor and third	We request the Bank to consider standard implementation timeframe to be 6 weeks (The Standard implementation includes File Upload+ basic ACS setup + SMS delivery API integration).	No Change. RFP requirement remains.
97	33, 40	delay imple	ementation :	Purchase I Irder failing which Rank will	In case of additional requirements from Bank, it is requested to consider those changes as part of customization and timelines will be based on additional scope & efforts.	No Change. RFP requirement remains.
98	43		4.14	Liquidated damages	While vendor is willing to indemnify the Bank for any third-party claims as per the terms of the contract, LDs would be an additional remedy, over and above (i) indemnities, (ii) SLA based penalties and (iii) general claim for damages under the contract; and therefore, quite excessive, and unnecessary. It would also be hard to ascertain fairly the amount in advance. We would suggest it is best left out given the sufficiency of remedies already available to the Bank.	No Change. RFP requirement remains.

99	53	4.30 - 4.30Exit Option and Contract Re- negotiation	Exit Provisions	At multiple points in the indicative terms, the Bank has been given the ability to freely exit the arrangement on an immediate basis (and at one instance with 30 days' notice). Given the investment made into the project to service the Bank, we would definitely require a reasonable notice period of at least 6 months for any exit for convenience by the Bank.	No Change. RFP requirement remains.
100		General	Unlimited Liability	The provision on the cap on vendor's liability needs to be refined. Typically, it is limited to the fee/ paid or payable by the Bank to vendor in the 6 months preceding the date of claim, however here it is linked to the entire contract term which is about 5 years + every extended term. This needs to be relooked into and reworded for a more balanced and fair position for both parties.	No Change. RFP requirement remains.
100	52	4.27 - No outsourcing by selected service provider	Subcontracting	There is a complete bar on subcontracting. It would not be in the interest of both parties to have a complete bar on subcontracting. Certain aspects (like SMS OTP services) may need to be outsourced to third parties. We can however have provisions requiring us to obtain consent of the Bank prior to subcontracting (and also take full responsibility for the subcontractors as far as the terms of the agreement between the Bank and vendor are concerned.)	No Change. RFP requirement remains.

101	64	5.XXiX	Since the request for proposal is for a hosted model, procurement and deployment of required hardware, firmware, software, application, connectivity with the card schemes, etc. will be the responsibility of the selected service provider. These IT infrastructures will be deployed at selected service provider's location within India.	Would it be ok to propose a SaaS from outside India and show a binding roadmap to migrate to a local hosting provider	No Change. RFP requirement remains.
102	10	3.2.c	Since the request for proposal is for a hosted model, procurement and deployment of required hardware, firmware, software, application, connectivity with the card schemes, etc. will be the responsibility of the selected service provider. These IT infrastructures will be deployed at selected service provider's location within India.	Would it be ok to audit the existing data center outside India by a certification agency and offer 48h for repatriating the data	No Change. RFP requirement remains.
103	15		The bidder should have an experience of at least two (2) years in Authentication Control Server transaction processing for card online transactions of Visa/ MasterCard/ RuPay network and should have processed at least 5,00,00,000 debit/ credit card online transactions through ACS service of Visa/ MasterCard/ RuPay network for any Scheduled Commercial Banks in India till date of submission of bid.	Would it be ok to deliver international reference instead of Indian references as we are offering a standard product which is used widely on an international base	No Change. RFP requirement remains.

103	15	3.3.6	The bidder should be VISA and MasterCard approved ACS service provider and certified with NPCI for ACS service with at least any 2 Scheduled Commercial Banks in India which are having the business mix of 3 lac crore and above. Bidder should have necessary in-house infrastructure for processing debit / Credit/prepaid card online transactions	Can we offer a phased approach with all international schemes and Rupay in second phase with binding time line	No Change. RFP requirement remains.
104	15	3.3.8	Bidder's infrastructure, systems/application and procedures must have valid ISO 9001, ISO 27001, PCI-DSS and PA-DSS compliant certificates as per requirements of the card scheme and regulators	Is the ISO 27001 and ISO 9001 only required for the hosting provider or also for the service provider	Please refer the RFP document.
105	11	3.2.D	Bank will utilize OTP authentication for RuPay PaySecure, Verified by Visa and Master Card SecureCode card online transactions.	Is OTP the only needed authentication method or others also required (OOB)	Please refer the RFP document.
106	10	3.2.C	Since the request for proposal is for a hosted model, procurement and deployment of required hardware, firmware, software, application, connectivity with the card schemes, etc. will be the responsibility of the selected service provider. These IT infrastructures will be deployed at selected service provider's location within India.	Is the service run on-prem within the bank or should	Please refer the RFP document.

107	15	3.3.8	Bidder's infrastructure, systems/application and procedures must have valid ISO 9001, ISO 27001, PCI-DSS and PA-DSS compliant certificates as per requirements of the card scheme and regulators.	8 8	Please refer the RFP document and Corrigendum.
108	65	5.XliX	The product should have multiple facilities for customers to enroll for this additional authentication/validation through web based enrollment	Is there a challenge mandate or should a risk-based assessment be perfomred	Please refer the RFP document.
109	65	5.Xlix	The product should have multiple facilities for customers to enroll for this additional authentication/validation through web based enrollment	If RBA is required, should the service provider provide the Risk Engine?	Please refer the RFP document.
110	65	5.i	Should support all type of Ecommerce transaction through Debit and Credit Card (Master, Visa,RuPay, NCMC and prepaid cards) and other Products authentication as identified by Bank.	Can the cards be enrolled on the ACS including Credit Card information or is a step-up required with interfacing of the bank required	Please refer the RFP document.