Sl.	RFP Page No.	RFP Clause Name & No.	RFP Clause	Bidder's Query/ Suggestion/ Remarks	Bank's Reply
1	64	Annexure -X, Technical Specification clause 1.	Service Provider / successful bidder will provide module wise reconciliation application whose order of implementation will be UPI, IMPS, e-COM, POS, AePS, BBPS, ATM, NEFT, RTGS & others and any other software required to run the solution.	We understand that the bank wants to implement the modules as per the given order i.e. 1. UPI 2. IMPS 3. e-COM 4. POS 5. AePS 6. BBPS 7. ATM 8. NEFT 9. RTGS. Kindly confirm whether the understanding is correct.	Please refer Annexure -X, Technical Specification clause 1 of the RFP.
2	64	Annexure -X, Technical Specification clause 3.	Bidder have to make necessary version upgrades in the reconciliation application whenever any requirement arises either from the bidder's side (based on other bank's best practice that suits Bank's business & operational convenience) or due to any advisory of controlling agencies like DFS, RBI, IBA, NPCI etc. or any Payment service provider, without any additional cost to Bank during contract period.	Updates shall be free but upgrades shall be done on mutually agreed costs.	No change
3	64	Annexure -X, Technical Specification clause 7.	In addition to the reconciliation system, data retention in the reconciliation system is an important requirement. At any given point of time, data retention of the input and output files in the reconciliation system should be for a minimum period of one year. Beyond one year, the data to be stored in the report server of reconciliation system. Bidder to factor the storage and hardware requirement accordingly.	Data retention period has to be defined.	No change
4	65	Annexure -X, Technical Specification clause 14.	The application should be capable of storing and maintaining of all historical data for future use whenever required.	Availability of historical data till which date needs to be defined.	No change
5	96	Annexure XI- Proforma of Commercial response		Kindly confirm whether this is daily txn.	Please refer corrigendum.

6	114	Annexure XXI-Scope of Work point no. 2	The Bidder shall provide IT infrastructure - Servers with OS (like Windows, Linux etc.), Database (Oracle 19c etc.), Application Server (Oracle WebLogic etc.) and Web Server (Oracle HTTP Server etc.) for Report, UAT at Data Centre, Data Centre and Disaster Recovery Site setup as per sizing required for the solution. The successful Bidder shall be responsible for supply of application & middleware required for application and integration. DC and DR setup will function as Active / Passive. The RTO and RPO requirement for DC DR Replication will be as per Bank's policy. Application and database to have separate instance for Bank. Bidder shall be responsible for end to end implementation at DC, DR or any of the location identified by the bank, these locations, if changed, the solution be implemented accordingly by bidder at no extra cost to the Bank.	Request the bank to confirm location for implementation of solution. Is this going to be on Bank's premises?	Please refer Annexure I on page no. 22 of the RFP.
7	123	Annexure XXIII-Penalty Clause point no. a	a. Penalties for Delay/Defect in delivery and implementation Penalty for delay in implementation: If the bidder fails to implement the application/solution as per Bank requirement within 90 days from the date of Bank's go ahead on FSD document, penalty of 1% of Total Cost of the Project per week shall be charged or part thereof subject to maximum of 10%. Beyond that Bank may invoke the Bank Guarantee/ Blacklist the Bidder or both. In case bidder does not complete the integration within timelines, then Bank may terminate the contract and invoke the Bank Guarantee or blacklist the bidder for a period of two years for further participation in Banks RFP or both.	Request the bank to reduce the penalty amount to 0.25% of Total Cost of the Project per week subject to maximum of 2.5%.	No change
8	123	Annexure XXIII-Penalty Clause point no. b	Penalty for Downtime	Request the bank to reduce the penalty amount starting from 0.25% to a maximum of 5% of the project cost.	No change
9	123	Annexure XXIII-Penalty Clause point no. c	Penalty for Onsite Technical Support: In case of Onsite Technical Support L1, L2, Database Administrator and staff for daily operational activities is not present in Bank and there is no alternate resource then Bank shall deduct payment of Rs. 5000/- per resource per day from monthly payments on pro rata basis.	Request the bank to reduce the penalty amount to Rs. 1000/- per resource per day from monthly payments on pro-rata basis subject to a maximum of Rs. 25000/- per resource per month.	No change

10	125	Annexure XXIII-Penalty Clause point no. d	Penalty for delay in reconciliation: The penalty would be calculated as on the 1st day of every month and would be subject to the cap of 50% of the billing amount for the Reconciliation activity for that particular month. This capping of penalty shall not be applicable on penalty attributed on account of account reconciliation, Non- compliance penalty and any other penalty imposed by the regulators.	Request the bank to cap this to 10% of the billing amount for the Reconciliation activity for that particular month.	No change
11	126	Maximum Cap on penalty	Maximum penalty cap shall be 50% of the monthly payment. If calculated penalty remains equal to and more than 50% for a period three consecutive months, than Bank shall terminate the contract, without any notice.	Request the bank to cap maximum penalty to 10% of the monthly payment.	No change
12	24	Contract Duration – Clause 6	The contract duration is 5 years, with the Bank retaining the sole discretion to extend it further.	Request: We propose that any contract extension beyond 5 years be subject to mutual agreement, ensuring that commercial terms, service scope, and pricing are renegotiated. Please confirm if this can be incorporated.	Please refer clause 6 on page no. 24 of the RFP.
13	25	Performance Bank Guarantee (PBG) – Clause 7	1. The successful bidder shall ensure that the Performance Bank Guarantee to be issued at its request in the favour of the Bank, under the terms of the RFP/SLA, shall be submitted to the Beneficiary Bank directly by the issuing bank under Registered Post (A.D.).	The requirement for a 3% Performance Bank Guarantee (PBG) is a significant financial burden, especially for a long-term engagement of 5 years. Request: We propose that the PBG amount be capped at 1%–2% of the contract value, in line with industry norms for technology services contracts. Alternatively, we request a rolling PBG, where the amount is reduced proportionally after each successful contract year. Please confirm if this can be considered.	No change

| 14 | 27 | Business Continuity & Disaster Recovery – Clause 13 | Bidder shall provide the reconciliation solution at DC (Mumbai) & DR (Hyderabad) location of Bank. Bidder shall be responsible for integration of both DC and DR set up. Bidder shall conduct the DR Drill atleast once in a quarter or time decided by Bank and provide the RPO and RTO time to Bank with detailed drill activity. | The RFP places sole responsibility on the vendor to establish and maintain a Business Continuity Plan (BCP) and Disaster Recovery (DR) setup at its own cost. There is no cost-sharing mechanism, and no limitation on vendor liability in the event of a BCP failure due to external factors. Additionally, the clause lacks clarity on expected recovery time objectives (RTO) and recovery point objectives (RPO).

Request: Define RTO/RPO expectations, share BCP costs, and limit vendor liability for BCP failures
Alternate Clause: "The Service Provider shall develop and maintain a Business Continuity Plan (BCP) and Disaster Recovery (DR) Plan in consultation with the Bank, ensuring RTO of [X] hours and RPO of [Y] hours, subject to mutual agreement. The Bank and the Service Provider shall jointly conduct periodic DR drills, and both parties shall share the costs of any infrastructure upgrades or additional resources required to meet BCP/DR requirements. The Service Provider's liability for BCP/DR failures shall be limited to direct damages, capped at 5% of the contract value, and shall not extend to force majeure events, third-party infrastructure failures, or cyberattacks beyond reasonable preventive measures. Kindly confirm if this revision is acceptable. | No change |
| 15 | 27 | Payment Terms – Clause 12 | | The successful bidder shall ensure that the Performance Bank Guarantee to be issued at its request in the favour of the Bank, under the terms of the RFP/SLA, shall be submitted to the Beneficiary Bank directly by the issuing bank under Registered Post (A.D.).
Introduce milestone-based payments instead of 100% arrears.

Alternate Clause: "Payments shall be made as follows: 20% upon contract signing, 30% upon delivery, 30% upon successful deployment, and 20% after go-live. Additionally, all invoices shall be payable within 15 days from the date of submission to ensure timely cash flow. Please confirm if these revised payment terms are acceptable." | No change |

16	30	Penalty – Clause 19 with Annexure XXIII		The penalty structure is broad and lacks a defined cap, which may result in financial exposure for the service provider. Additionally, penalties should not apply where delays are caused by factors beyond the vendor's control. Introduce a penalty cap (5% of contract value) and exceptions for force majeure events. Alternate Clause: "The total penalties levied under this Agreement shall be capped at 5% of the total contract value. Penalties shall not apply where the delay is attributable to force majeure events, regulatory delays, or dependencies on the Bank. Any penalties imposed shall be subject to a dispute resolution mechanism to allow for a fair review process. Kindly confirm if this revision is acceptable."	No change
17	30	Liquidated Damages – Clause 20		The clause does not specify a reasonable cap on liquidated damages (LDs), potentially exposing the vendor to unlimited liability. Additionally, LDs should not apply cumulatively with penalties. Alternate Clause: "The aggregate liquidated damages under this Agreement shall be capped at 5% of the total contract value. LDs shall only be imposed after a reasonable cure period (minimum 30 days) has been provided to the service provider to rectify the delay or non-performance. Furthermore, LDs shall not be applied in addition to penalties under Clause 19, ensuring no double penalization. Please confirm if this proposed amendment is acceptable."	No change
18	31	Termination – Clause 21		The Bank retains the unilateral right to terminate the contract with 30 days' notice, which presents a business continuity risk for the service provider. Require 90 days' notice for termination, except in cases of material breach. Alternate Clause: "Either party may terminate the Agreement upon providing 90 days' prior written notice, except in cases of material breach, where termination may be initiated with 30 days' cure period." Please confirm if this revision is acceptable.	No change

19	41	Limitation of Liability – Clause 39		The RFP does not specify a cap on liability, which could expose the service provider to unlimited financial risk. Additionally, the absence of exclusions for indirect and consequential damages significantly increases the vendor's exposure. Alternate Clause: "The total liability of the Service Provider, whether in contract, tort, or otherwise, shall be limited to the total fees paid under this Agreement in the preceding 12 months. In no event shall either party be liable for indirect, consequential, punitive, or incidental damages, including but not limited to loss of profit, revenue, or business opportunities, even if advised of the possibility of such damages. Please confirm if this revision is acceptable."	No change
20	43	Patents – Clause 54		The RFP does not clarify whether liability for patent infringement is capped or if the Bank expects the vendor to provide unlimited indemnity for third-party claims. Additionally, there is no exception for Bank-mandated modifications or integrations, which could create unnecessary risk for the vendor. Alternate Clause: "The Service Provider shall indemnify the Bank against direct losses arising solely from a final judgment of patent infringement related to the Service Provider's proprietary software or services, provided that: (i) the Bank promptly notifies the Service Provider of any claim; (ii) the Bank provides reasonable assistance; and (iii) the Service Provider has the sole right to control the defense and settlement. This indemnity shall not apply to Bank-mandated modifications, third-party software, or any infringement arising from the Bank's integration with third-party systems. The total indemnity obligation shall be capped at the contract value, and no liability shall extend to indirect or consequential damages. Please confirm if this revision is acceptable."	No change

| 21 | 45 | Indemnity – Clause 55 | | The RFP contains broad and uncapped indemnity obligations, potentially exposing the vendor to unlimited financial risk, including indirect or third-party claims. Additionally, there is no distinction between direct and indirect liabilities, nor any carve-outs for Bank's actions, regulatory changes, or third-party software issues.

Alternate Clause: "Each party shall indemnify and hold the other harmless from direct losses arising out of gross negligence, willful misconduct, or material breach of contractual obligations. The Service Provider's indemnity obligations shall not extend to indirect, consequential, or punitive damages, including loss of profits or reputation. Additionally, the Service Provider shall not be liable for claims arising from Bank-mandated modifications, third-party software, regulatory changes, or failure of the Bank to implement reasonable security measures. The aggregate indemnity obligation of the Service Provider shall be capped at the total contract value, and indemnification shall be subject to prompt notice, Bank's cooperation, and the Service Provider's right to control the defense. Kindly confirm if this revision is acceptable." | No change |

22	47	Intellectual Property Rights (IPR) – Clause 56		The RFP does not clearly define ownership of pre-existing IP and new developments created during the engagement. There is a risk that the Bank may claim ownership of the vendor's proprietary software, methodologies, or improvements, even if independently developed. Additionally, there is no explicit license-back provision allowing the vendor to reuse generic components. Alternate Clause: "All pre-existing intellectual property, proprietary software, source code, tools, methodologies, and know-how developed by the Service Provider prior to the execution of this Agreement shall remain the sole property of the Service Provider. Any custom developments or enhancements specifically created for the Bank under this Agreement shall be jointly owned, provided that the Service Provider retains a perpetual, royalty-free, worldwide license to use such developments for other customers, subject to confidentiality obligations. The Bank shall have a non-exclusive, non-transferable license to use the delivered solution solely for its internal business operations. No transfer of source code, ownership, or unrestricted rights shall be implied unless explicitly agreed in writing. Kindly confirm if this revision is acceptable."	No change
23	47	Audit & Inspection – Clause 58		The RFP allows the Bank to conduct audits without prior notice, which can disrupt operations. Request: We propose adding: "Audit rights shall be limited to project scope and require at least 15 days' prior notice." Kindly confirm if this adjustment is acceptable.	No change
24	52	Annexure III- Eligibility Criteria of the bidder point no. 4	Bidder / OEM should have at least 5 years of experience in handling Reconciliation activities in at least two Scheduled Commercial Banks (including public or Private Sector Banks) in India at the time of submission of bids. Exact period of experience (Bank wise details) should be provided. The Service provider / bidder should have successfully implemented at least ATM, UPI and IMPS reconciliation modules, for 2 years continuously in last 5 years.	We have implemented our solution at Co-operative banks and number of private banks. Some of the implementations are in progress. Request the bank to modify the clause as " Bidder/ OEM should have at least 5 years of experience in handling Reconciliation activities in at least two Financial Institutions (Public Sector banks/ Private sector banks/ Co-operative banks / NBFCs) in India at the time of submission of bids."	No change
25	114	Scope of Work, 2	The Bidder shall provide IT infrastructure - Servers with OS (like Windows, Linux etc.), Database (Oracle 19c etc.)	In the page the database is mentioned as Oracle 19C, we want to know if Bank is open to go with other Databse like Postgres	Database required will be Oracle 19c or above. Bank will be providing EULA license.

26	119	Scope of Work, 56	CCTV Footage – Preservation and Follow up with CCTV Vendors/Banks' Regional Offices/Zonal Offices for i. Complaints Received/Rejected ii. Suspected cases iii. Decision of fate of suspected transactions on the basis of CCTV	In this CCTV footage section, it is more a workflow management for the complaints/ suspected cases etc is more a workflow nothing to manage the CCTV footage please confirm	No change
27	53	Annexure III, 6	OEM solution should have a valid PCIDSS/PADSS certificate. If OEM do not have certificate, then OEM should provide undertaking that solution is PCIDSS/PADSS compliant and valid PCIDSS/PADSS certificate will be provided within three months from the date of letter of intent.	We are working with an OEM which is an enterprise Data reconciliation product company. As PCIDSS/ PADSS is essentially for card and payments data we will be undertaking that we will be compliant for the solution implemented for Central Bank of India. The time of certification 3 months can we reconsider as we think it will take more time	No change
28	52	Annexure III, 4	Bidder / OEM should have at least 5 years of experience in handling Reconciliation activities in at least two Scheduled Commercial Banks (including public or Private Sector Banks) in India at the time of submission of bids. Exact period of experience (Bank wise details) should be provided. The Service provider / bidder should have successfully implemented at least ATM, UPI and IMPS reconciliation modules, for 2 years continuously in last 5	Can you please change the clause as "Bidder / OEM should have at least 5 years of experience in handling Reconciliation activities in at least two Banks (including public or Private or Co-operative Sector Banks) in India	No change
29	53	Annexure III,5	Bidder / OEM's solution should have handled reconciliation work for average of daily minimum 1 crore transactions. Further the Bidder should have capacity to process at least 5 Crores transactions per day.	Please update the clause as mentioned below. " Further the Bidder/OEM should have capacity to process at least 5 Crores transactions per day."	Please read it as ''the Bidder/OEM should have capacity to process at least 5 Crores transactions per day."
30	33	Taxes, 24	The rates quoted in Performa for Commercial offer should be inclusive of all taxes & GST. The rate of applicable GST should be informed separately in the invoice generated for supply of the product.	We request to keep the tax component extra as spplicable.	No change
31	53	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER Pt. 5	Bidder / OEM's solution should have handled reconciliation work for average of daily minimum 1 crore transactions. Further the Bidder should have capacity to process at least 5 Crores transactions per day.	We request bank to consider for average of daily minimum 25 lakh transactions and capacity to process at least 5 corers transactions per day	No change
32	3	EMD	Rs. 25,00,000.00 (Twenty five lakhs only) in the form of Demand Draft in favor of Central Bank of India, payable at Mumbai. EMD can also be paid in the form of Bank Guarantee (BG) of any scheduled commercial Bank other than Central Bank of India.	We request bank to consider EMD exemption for the Bidder having 500 Cr turnover. As this is GeM guideline.	Please refer corrigendum.
33	26	IMPLEMENTATION	Any new customization asked by the Bank during the contract period, Bidder shall implement the same in 30 calendar days or timeline specified by the regulator such as RBI, MoF, MHA, IBA, NPCI, etc., whichever is earlier.	We request bank the bidder can't predicate any future upgrade. Bidder will provide all upgrade till RFP submission or Go-live. Requesting bank to consider mutually agreed cost for any future upgrade.	No change

34	27	PAYMENT TERMS	Payment shall be made at the cost finalized through this RFP per successful Financial Transaction (excluding non-financial transactions like balance enquiry, PIN change etc. and system reversal transactions)	We request bank to consider Non-Fin transaction also as these transaction hits to bank's switch and comes under reconciliation. The Recon application work on enter transaction logs of bank so the effort is required on Non-Fin transaction also.	Please refer clause no. 12 on page no. 27 of the RFP.
35	52	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER Pt. 4	Bidder / OEM	We understand that either Bidder or OEM Experience will be consider. Means The bidder can submit experience of OEM and participate	Please refer point no 4 on page no 52 of RFP.
36	53	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER Pt. 7	Bidder and OEM should not have had any unsuccessful implementations (Contract termination) for non-performance in Reconciliation in any of the earlier contracts with any Bank during last 5 years. A Self Certificate to this effect should be submitted by the bidder.	We request bank to change it to Bidder or OEM in place Bidder and OEM	No change
37	54	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER Pt. 14	Bidder and OEM should not have been Blacklisted /debarred by any Govt / Govt Agency/ Bank /IBA/ Financial Institution in India in the last 5 Years from the date of bid submission.	We request bank to consider only Self-declaration from Bidder. As CA or SA doesn't issue such letter.	No change
38		ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER Pt. 18	Undertaking to be submitted and registration certificate issued by competent authority to be provided.	We request bank to provide more clarity on Registration (what type of registration)	Please refer clause 18 of Annexure III of RFP.
39		ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER Pt. 20	All Self Certificate declaration should be on Bidder's letter head and copy of registrations should be duly seal and signed.	We request bank to provide more clarity on Registration (what type of registration)	Please refer clause 20 of Annexure III of RFP.
40	64	ANNEXURE-X	Functional Specification rules	We request bank to consider Customization tab also. In every RFP normally bank keep three tab (Available, Not-Available and Customizable)	No change
41	29	Annexure - I Terms and Conditions, Point No. 16 - Onsite Technical Support	Bidder shall ensure the alternate suitable arrangement for the same. Timings of resource L1, L2 and Database Administrator resource will be as per the shift timings, whereas availability should be there from 07:00am to 10:00 pm on all days. Details of these resources shall be as under:	We request bank to clarify the resources mentioned (3, 2, 1, 45) are per shift or for entire shift of 7am to 10pm	No change
42	29	Annexure - I Terms and Conditions, Point No. 16 - Onsite Technical Support	In addition to the above, Bidder shall provide one official from his technical team with company provided Laptop at Bank's premises at no Extra Cost to Bank, and billing for the SPOC shall not be done.	We request bank to clarify the desktop system for all other resources would be provided by the bank.	Please refer point no. 22 of Annexure X of RFP.

43	114	ANNEXURE-XXI Detailed scope of Work -2	The Bidder shall provide IT infrastructure - Servers with OS (like Windows, Linux etc.), Database (Oracle 19c etc.), Application Server (Oracle WebLogic etc.) and Web Server (Oracle HTTP Server etc.) for Report, UAT at Data Centre, Data Centre and Disaster Recovery Site setup as per sizing required for the solution. The successful Bidder shall be responsible for supply of application & middleware required for application and integration. DC and DR setup will function as Active / Passive. The RTO and RPO requirement for DC DR Replication will be as per Bank's policy. Application and database to have separate instance for Bank. Bidder shall be responsible for end to end implementation at DC, DR or any of the location identified by the bank, these locations, if changed, the solution be implemented accordingly by bidder at no extra cost to the Bank.	We request Bank to share the policies regarding RTO/RPO and data retention	Requisite details will be shared with successful Bidder.
44	114	ANNEXURE-XXI Detailed Scope of work, Point No. 6	The bidder should develop and submit a detailed project implementation plan indicating milestones and deliverables to Bank.	We understand that the tentative project plan will be submitted by successful bidder	No change
45	115	ANNEXURE-XXI - Detailed Scope of work,	NON-CARD DIGITAL PAYMENTS etc. - Digital Lending/ Recovery - PAPL, DIGTAL LENDING, DIGITAL LOAN PAYMENTS, DIGITAL OTS PAYMENTS, NADL, NeSL, etc.	We request bank to share the logs and file format available for reconciling these transactions.	Requisite details will be shared with successful Bidder.
46	116	ANNEXURE-XXI - Detailed Scope of work,	Others - NACH, e-NACH, DDM (Direct Debit Mandate), CBDC, Fastag, IPO, Reward points, Cash back, GL A/C reconciliation (Pool/Adjustment, Settlement, Income and Expenses Accounts, etc.)	We request bank to share the logs and file format available for reconciling these transactions.	Requisite details will be shared with successful Bidder.
47	116	ANNEXURE-XXI - Detailed Scope of work, Point No. 9	The bidder in their proposal should provide details regarding Database Design, Data Dictionary, Table Structure, Application Programming Interface etc. to give the Bank, sufficient insight on working of the application or software. System should have maximum automation and minimum human intervention mechanism based on AI / ML / Robotics etc.	We request bank to consider these details by the successful bidder. As this would include lot of proprietary information.	No change
48	3	Contract Period	5 Years, extendable up to further 1/2/3 years as per discretion of the Bank based on satisfactory performance of the Bidder and at Bank's sole discretion. The Rate contract will be valid from the date of PO given by the Bank, subject to yearly performance review for satisfactory performance of the Bidder.	We suggest here that the extension of the agreement and revision of rates needs to be only after mutual agreement between both the parties.	No change

49	23	2. BACKGROUND AND PURPOSE OF THE PROJECT:	• The bidder has to submit the source code review report to the Bank at regular intervals.	We suggst deletion of this clause as we cannot accept submitting of source code.	No change
50	25	6. DURATION OF CONTRACT	Bank reserves the right to cancel / terminate the contract at any time by giving a written notice of 30 days in case bidder fails to meet any of the requirements as mentioned in the RFP.	We suggest that before terminating of this agreement the Bidder shall be provided with an opportunity by way of 30 days advance written notice to remedy breach before cancellation. In case of cancellation by whatever reasons, Bidder should be entitled for non-cancellable costs i.e. the cost already incurred by the Bidder for the project. Also, If there is additional cost, it should be mutually discussed. In any event, Bidder cannot be responsible in case Bank procures materials from any third party	No change
51	26	8. ACCEPTANCE OF ORDER (ORDER PLACEMENT)	The successful bidder shall have to accept and acknowledge orders within 7 working days from the date of issuance of purchase order. Bank has a right to cancel the order and invoke the Bid Earnest Money/Bid Security Declaration, if the same is not accepted within a period of 7 days from the date of order, otherwise it will be considered as accepted.	We suggest that this clause to be delete this clause as this not acceptable for us. The Acceptance of order needs to be on mutual consideration. We suggest Bank has a right to cancel the order and invoke the Bid Earnest Money/Bid Security Declaration, if the same is not accepted within a period of 7 days from the date of order, otherwise it will be considered as accepted.	No change
52	27	12. PAYMENT TERMS		We suggest to add below points : In case of any delay for payment of the billed amount more than stipulated period, the interest @ 18% per annum will be levied on the outstanding amount and if the payment are still not processed for further period on 2 months the Service Provider shall also be entitled to suspend Services and such suspension shall not be termed as breach of the Agreement by the Service Provider and could not be held responsible or penalized for Service lapses. The Bank shall return any incorrect invoice to the Bidder within (three)3 working days of receipt of invoice, After such three (3) working days of receipt of the invoice, the invoice shall be considered correct/proper and Bank shall be obliged to make payments accordingly. Should Bank dispute in good faith all or any portion of the amount due or require any adjustment to the fees, Bank may withhold payment of the disputed amount but shall notify the Bidder in writing of the nature and basis of the dispute within (three) 3 working days from the date of receipt of the invoice and the accepted amount shall be settled through debit note/credit note. Each party shall use its commercially reasonable and good faith efforts to resolve the dispute prior to the payment due date.	No change

53	30	20. LIQUIDATED DAMAGES		We suggest to delete the entire clause, as we cannot agree for liquidated damages in addition to indemnity and penalty obligation.	No change
54	31	21.1 Termination for Default:	After such a notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies. Also The Bank shall have the right to terminate / cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 60 days, for any valid reason, including but not limited to the following and in such cases	We suggest deletion of these lines as the same is not acceptable.	No change
55	32	21.3 Termination for Convenience:	The Bank, by written notice of not less than 60 (Sixty) days 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 Vendor under the Contract is terminated, and the date upon which such termination becomes effective.	We cannot agree for convenience termination as there is cost involved by the service Provider in procuring the material and we can agree for convenience termination only if we have right to recover damages from Bank for the loss suffered by us due to such earlier termination of the agreement.	No change
56	34	30. NO RIGHT TO SET OFF	In case the Bidder has any other business relationship with the Bank, no right of set-off, counterclaim and cross-claim and or otherwise will be available under this empanelment to the Bidder for any payments receivable under and in accordance with that business.	We suggest that this clause needs to be mutual ie. Applicable to either party.	No change
57	35	33. GOVERNING LAW AND DISPUTES	For the appointment of sole arbitrator, Bank shall suggest a panel of Arbitrators consisting of three names, out of which the service provider may agree to any one.	We cannot agree for the Sole Arbitrator to be appoined by theBank. The Arbitrator needs to be mutually appointed by both the parties.	No change

58	45	55. INDEMNITY		We suggest that the Indemnity obligation needs to be restricted only to direct loss and damages, hence the word direct to be added in the first line of the clause after the word "from". We suggest to add the below clauses : The provision of this clause shall be subject to adherence of reconciliation process and limit on liability. The Bank shall, while making any indemnity claim, shall provide a detailed notice of such claim together with relevant supporting documents. The Bidder shall not be responsible under indemnity provisions in this Agreement to the extent that loss is attributable to the negligence and/or breach of this Agreement or breach of applicable Laws by the Bank or its employees or for any services that is availed by Bank outside the scope of this Agreement In no event shall the Bidder be liable for any indirect, incidental, consequential or punitive damages, including loss of profit or goodwill, for any matter arising out of or relating to this Agreement and/or its subject matter, whether such liability is asserted on the basis of contract, tort or otherwise even if such party has been advised of the possibility of such damages.	No change
59	123	ANNEXURE- XXIII PENALTY CLAUSE		We suggest we cannot agree for both the Penalty and Liquidated Damages. We can only agree for Penalty. We suggest to add the below clause to this Annexure: The Bank before imposing any penalty shall provide a details of the claim along with a detailed notice of such claim together with relevant supporting documents. Further, Bidder should be entitled for a cure period before such penalties are levied. Further, before imposing any penalty the Bank shall provide an advance notice of 15 days to rectify the defect / default, and the penalty shall be imposed only on failure to rectify the default.	No change
60	131	ANNEXURE- XXV NON DISCLOSURE AGREEMENT 4. Term:	Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.	We cannot agree for perpetual obligation od confidentiality, we sugges the obligation for confidentiality needs to be limited to 3 years post termination of the agreement.	No change

61	132	ANNEXURE- XXV NON DISCLOSURE AGREEMENT 11. Indemnity:	The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.	We suggest deletion of this clause as the indemnity obligation cannot be agreed in the NDA.	No change
62	3	General tender Details	10. Last Date and Time for Submission of Bids	We request Bank to give atleast 21 working days of time from the date of publishing pre-bid responses and corrigendum for the bidder to submit the bid considering the exhaustive scope of the RFP and arranging relevant documents.	Please refer corrigendum.
63	25	7. Performance Bank Guarantee	6. If Govt. releases any amendment for Performance Security under rule of GFR 2017 or any other guidelines, Bank may change the clause of Performance Bank Guarantee accordingly during any time of contract period and Successful bidder should submit the revised PBG accordingly within 30 days from date of order of Bank.	We wish to draw your attention to the Office Memorandum No.F.1/1/2022-PPD dated 02.02.2022 by which amendments to General Financial Rules (GFR), 2017 regarding Bid Security' and 'Performance Security' were the Department of Expenditure, Procurement Policy Division, Ministry of Finance has mandated to include Insurance Surety Bonds as Security Instrument. It clearly outlined that the Performance Security may be furnished in form of Insurance Surety Bonds.

For both EMD and Performance Security, we request Bank to also include Insurance Security Bond as an acceptable instrument apart from Bank Guarantee as per the existing provision under GFR 2017. | No change |
| 64 | 19 | Re-auction/s Rules: | 4. Even after conducting Reverse Auction/s, if no Bidder has quoted or the prices quoted by them are not acceptable to the Bank. Bank at its discretion can advise all the technically qualified Bidders to submit the Closed Commercial Bid by giving sufficient time to the Bidders. If Bidder/s is/are not submitting the Commercial Bid in due date and time, their EMD will liable to be forfeited. If the EMD is submitted by the way of BG, Bank can its discretion invoke the Bank Guarantee. | Since the Bank would be conducting a Reverse Auction, the price discovery from the Reverse Auction should be final. If Bank at its discretion again seeks repricing post L1 declaration in Reverse Auction by asking bidders to submit closed commercial bids, then there would be no sanctity to the Reverse Auction process since the bidder would have already considered their commercial viability before making the L1 bid. Asking bidder to further improve the rates after the L1 discovered rates would make it commercially unviable for the bidder and would be against the principle of price discovery through a Reverse Auction.
We request the Bank to reconsider this point related to Bank having at its own discretion can ask Bidder to submit closed commercial bids post cnducting Reverse Auction. This would help remove any further commercial uncertainies for the bidder. | No change |

65		2. Background and Purpose of Project	The technical proposal submitted by the bidder should consist of details about the reconciliation application/ software and the prerequisite software's required for the application to run. Details like Operating System, database, web server, its version, etc. which will be required by the system to be successfully implemented should be mentioned by the bidder.	Request Bank to make it clear whether the Bank needs a specific licensed high performing database like Oracle for the reconciliation application. Since this is one of the critical components of the infrastructure, request Bank to clarity on this so that Bidders can consider this cost accordingly	Please refer corrigendum.
66	24	5. Signing of Contract	The successful bidder(s) shall mandatorily enter into Service Level Agreement (SLA), Non Disclosure Agreement (NDA), integrity Pact (IP) with Bank and submit the Bank Guarantee, within 30 calendar days from the date of empanelment/LOI given by Bank.	x	No change
67	26	11. Implementation	Bidder shall submit finalize FSD (Functional Specification Document) with detailed activity schedule chart with timelines. FSD (Functional Specification Document) should be prepared and concluded within 30 days (including the time required by Bank team for Sign-off) from the date of issuance of Letter of Intent (LoI). Bidder should complete the Integration, testing and make the solution live in 90 days as per requirement of Bank specified in RFP from the date of FSD go ahead given by Bank.	30 days period from date of LOI for finalization of FSD is a very short time. We request Bank to provide minimum 90 days from date of LOI considering the large number of modules under the scope.	No change
68	27	12. Payment Terms	Bank will be responsible to pay Reconciliation charges per successful financial transaction as per costs finalized through this RFP and shall not be liable to pay any other charges/ salaries/ wages/ perk/ compensation etc. to the Service Provider for providing the services.	Given that the Service Provider will need to perform reconciliation activity for all transactions, the payment terms should be based on total number of transactions including successful and unsuccessful.	No change
69	29	16. Onsite Technical Support	Minimum qualification for L1 and L2 resource - B-Tech/B.E. /MCA in the relevant field	We request Bank to not restrict to only specifc educational background such as B.Tech/BE/ MCA since candiates from other programs are also equally competent. Bank should leave the selection of the resources to the Service Provider as they will be in a better position to evaluate the resources as per skillsets and requirement. Service Provider would also be giving sufficient trainings even for experienced resources.	No change

70	29	16. Onsite Technical Support	Staff for daily operational activity: 45 (30 reconiliation, 15 dispute management)	We request the Bank to provide the freedom to the Service Provider to finalize the number of resources for daily operational activity. Since Service Provider will be doing lot of automation, hence the exact requirement of resources required will be determined accordingly. Since Service Provider is responsible for the onsite reconciliation operations, whther the final number is more than 30 or less, shouldbe left to the discretion of the Service Provider as long as the daily operation activity is performed satisfactorily.	No change
71	32	21.3 Termination for Convenience:	The Bank, by written notice of not less than 60 (Sixty) days 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 Vendor under the Contract is terminated, and the date upon which such termination becomes effective.	The Termination for Convenience clause is a one-sided right and against the spirit of a bilateral agreement. The Service Provider would be investing significant financial resources for the project. In case of any unforeseen early termination (other than due to specified termination conditions), would result in grave financial loss for the Service Provider. Hence we request Bank to be reasonable and remove this condition.	No change
72	52	Eligibility Critirea of the Bidder	2. The Bidder / OEM must have registered an average annual turnover of Rs. 50 crore or more of last three financial years i.e. 2021-2022, 2022-23, 2023-24. (Not inclusive of the turnover of associate companies).	Considering the criticality of the timely reconciliation of digital transactions and financial impact to the Bank, our suggestion is that Bank should increase the turnover condition to atleast Rs 100 crore to ensure only financially strong bidders participate.	No change
73	52	Eligibility Critirea of the Bidder	3. Bidder / OEM should have operating profit as per the last three Audited Balance Sheets i.e. 2021-2022, 2022-23, 2023-24.	Considering the criticality of the timely reconciliation of digital transactions and financial impact to the Bank, we suggest Bank to consider Net Profit instead of Operating Profit to ensure only financially strong bidders participate. A bidder having positive Operating Profit but not generating positive Net Profit will not be in a good financial condition. Request Bank to also ensure that 'positive' is also included before Profit to bring more clarity.	No change
74	53	Eligibility Critirea of the Bidder	4. Bidder / OEM should have at least 5 years of experience in handling Reconciliation activities in at least two Scheduled Commercial Banks (including public or Private Sector Banks) in India at the time of submission of bids. Exact period of experience (Bank wise details) should be provided. The Service provider / bidder should have successfully implemented at least ATM, UPI and IMPS reconciliation modules, for 2 years continuously in last 5 years.	Request Bank to include 'Bidder / OEM' in the last point - The Service provider / bidder should have successfully implemented at least ATM, UPI and IMPS reconciliation modules, for 2 years continuously in last 5 years; to bring-in consistency with the first point.	Please read it as ''Bidder / OEM should have at least 5 years of experience in handling Reconciliation activities in at least two Scheduled Commercial Banks (including public or Private Sector Banks) in India at the time of submission of bids. Exact period of experience (Bank wise details) should be provided. The Service provider / Bidder / OEM should have successfully implemented at least ATM, UPI and IMPS reconciliation modules, for 2 years continuously in last 5 years''.

75	53	Eligibility Critirea of the Bidder	4. Bidder / OEM should have at least 5 years of experience in handling Reconciliation activities in at least two Scheduled Commercial Banks (including public or Private Sector Banks) in India at the time of submission of bids. Exact period of experience (Bank wise details) should be provided. The Service provider / bidder should have successfully implemented at least ATM, UPI and IMPS reconciliation modules, for 2 years continuously in last 5 years.	Our understanding is that the modules can be with different Banks for 2 years continously in last 5 years. Request Bank to confirm	No change
76	53	Eligibility Critirea of the Bidder	5. Bidder / OEM's solution should have handled reconciliation work for average of daily minimum 1 crore transactions. Further the Bidder should have capacity to process at least 5 Crores transactions per day.	Request Bank to include 'Bidder / OEM's solution' in the 2nd point to bring-in consistency with the first point.	Please read it as ''Bidder / OEM's solution should have handled reconciliation work for average of daily minimum 1 crore transactions. Further the Bidder/OEM should have capacity to process at least 5 Crores transactions per day.
77	57	Eligibility Critirea of the Bidder (under Note)	2. In case of Indian Authorized Representative (IAR) or its Agent, maximum two Authorized Representatives of a particular Principal or Service Provider can participate in the tender process.	This is confusing, we request Bank to clarify. Suggest to remove this point to avoid confusion.	No change
78	66	Annexure -X: Technical Specification	Functional Specification rules RA: Functionality available NA: Not available	We request Bank to also include a 3rd category for the functional specialization rules as - C - Not available but can be customized Since solutions are always customized frm Bank to Bank as per specific requirement, hence even if a specific functional specification is not presently available however it can be made ready; it should also be considered by the Bank. 50% marks may be considered for such items	No change
79	66	Annexure -X: Technical Specification	Scoring	We suggest the Bank to also include scoring for number of successful implementations of various modules with scheduled commercial banks by the Bidder/ OEM . This is a critical evaluation parameter used by most Banks to access technical strength since it is based on actual delivery. We request Bank to also add a section for scoring based on these lines, in addition to the existing functional scoring.	No change

80	96	Annexure XI	Proforma for Commercial response	In this format, there is no provision for one-time charges and charges for customization (post go-live). We request Bank to also incude provision for the following cost items in the format in form of 2 additional line-items in the table. 1. One-time implementation cost (if-any) 2. Manday cost for additional requirements, customizations/ enhancement (post sign-off and go-live) for a 'bank-specified' no of man-days (for calculation purposes, eg - 30 man-days) These components is as per standard industry practice. The Bank may later ask the L1 bidder to adjust the 'per transaction rate' accordingly to accomodate these two components ensuring the total price for 5 years for Bank/ TCO as per the claucluation table remains the same.	No change
81	123	Annexure XXIII - Penalty Clause	b. Penalty for Downtime: Monthly uptime: >98 to <99 : 5% of total project cost >97 to <98 : 10% of total project cost below 97: 20% of total project cost	We request Bank to conisder the following modifications considering the stipulated penalties are on higher side: Monthly uptime: >98 to <99 : 3% of total project cost >97 to <98 : 5% of total project cost >95 to <97: 10% of total project cost below 95: 15% of total project cost	No change
82	123	Annexure XXIII - Penalty Clause	c. Penalty for Onsite Technical Support In case Onsite Technical support, i.e. L1, L2 and Database Administrator not provided by the bidder within 1 month from letter of intent or PO then Bank may invoke the Bid Earnest Money/Bid Security Declaration and Bank Guarantee.	Considering the time required for FSD finalization and procurement & installation time for IT infrastructure, we request Bank to provide a more reasonable timeline of atleast 3 months from date of LOI/ PO	No change
83	126	Annexure XXIII - Penalty Clause	Maximum penalty cap shall be 50% of the monthly payment.	50% penalty is extremely high considering the significant investments made and ongoing monthly fixed expenses to be incurred by the Service Provider. Request Bank to be reasonable and limit it to 20% of the monthly payment.	No change

84	121	ANNEXURE-XXI - Scope of Work	The hardware is to be configured in HA mode (high availability) at both DC and DR along with a UAT and MIS setup at DC. The DR setup should be exact replica of the DC setup. The hardware must include Application server(s) (at both DC and DR), Database server(s) (at both DC and DR), Web server(s) – (at both DC and DR), Server(s) for development and testing environment (only at DC), SAN storage volume at both DC & DR, any other hardware component required as part of the solution. The sizing needs to be done based on Bank's requirements and scalability.	Pls clarify if Bank requires all the production servers needed in HA mode.	No change
85	122	ANNEXURE-XXI - Scope of Work	Database (Oracle 19c etc.),	If Bank has existing Oracle ULA license, we suggest Bank to provide it to Bidder since it would be more economical for Bank	Please refer corrigendum.
86	12	BID EARNEST MONEY	Bidder has to submit the Bid Earnest Money (EMD) of Rs. 25,00,000.00	Request Bank to share Bank details eg IFSC ,Beneficiary Bank, BANK Branch details to process EMD	No change
87	67	FUNCTIONAL SPECIFICATIONS PT 2	Generation of Trickle Feed / Bulk Upload / TTUM files digitally signed and pushed to CBS for automatic posting without any manual intervention, for customer disputes, settlement credits, Refunds, Incentives etc. Refund credit is to be verified based on;	Request Bank to clarify what it means by digitally signed TTUM files	Bidder / OEM should have the functionality to digitally sign the requisite files.
88	28	ONSITE TECHNICAL SUPPORT	Successful Bidder will provide L1, L2, Database Administrator and resource for operational activities who would stationed at Bank's location in Mumbai. Bidder shall provide these resources within one month from the date of Letter of Intent or PO raised by the Bank, however billing of these resources shall start after whole application Go-Live	Bank has mentioned that Bidder shall provide these resources within one month from the date of Letter of Intent or PO raised by the Bank, however billing of these resources should start after Go-live of any 1 module. Request Bank to add this for more clarity	No change
89	41	*LIMITATION OF LIABILITY*	Bidder's aggregate liability including the reputational loss under the contract shall be limited to a maximum of the contract value.	The proposed limitation of liability is very huge for bidder. Given the huge investments made by the Bidder for the project, such high liability will not be sustainable. We request Bank to consider the maximum liability equal to the previous 12 months billing for the Bidder.	No change
90	114	Annexure XXI Scope of Work	Bidder/OEM shall provide the facility wherein DC and DR can function alternate week or as per requirement of the Bank.	We suggest to Bank that Bidder/OEM shall provide primary facility from DC and DR will be done twice a year from DR location	No change
91	116	Annexure XXI Scope of Work	The solution /application may be accessed from different locations. Solution provider (bidder) to ensure the same.	Request Bank to clarify what it means by different locations	No change

92	117	Annexure XXI Scope of Work	Bidder has to obtain UAT sign off from bank team for each product/module. The Successful bidder team will perform parallel run of the various functionalities for at least 30 days and fix bugs, anomalies, gaps with respect to processes being followed as per Banks and RFP requirement. The complete manpower will be deployed from parallel run itself. The system will be considered GO Live only after GO Live signoff by bank after successful parallel run and fixing of all issues/bugs/ observations	We suggest the Bank to consider Parallel run for 15 days as it should suffice. Secondly, complete manpower may not be required for parallel run.	No change
93	119	Annexure XXI Scope of Work	The application should support multi-way (recon between more than 2 systems), multi-level and conditional based matching	Request Bank to clarify what is expected here.	No change
94	121	Annexure XXI Scope of Work	The following considerations need to be taken by the successful bidder for hardware installation: a) The hardware is to be configured in HA mode (high availability) at both DC and DR along with a UAT and MIS setup at DC. The DR setup should be exact replica of the DC setup. The hardware must include Application server(s) (at both DC and DR), Database server(s) (at both DC and DR), Web server(s) – (at both DC and DR), Server(s) for development and testing environment (only at DC), SAN storage volume at both DC & DR, any other hardware component required as part of the solution. The sizing needs to be done based on Bank's requirements and scalability.	Is bank expecting a separate server for MIS reporting	Please refer Annexure XXI of RFP.
95	24	SIGNING OF CONTRACT	The bidder(s) has (ve) to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.	There can be few genuine requirement of modifications when both parties will finalize the SLA. Hence request Bank to modify this clause else it becomes too restrictive.	No change
96	30	20 - Liquidated damages	Entire clause	Bank is requested to consider only actual damages by the Bidder for quantifying the liquidated damages.	No change

97	31 and 32	21.1 - Termination for default	The quality of services given by the bidder & progress of the project will be reviewed quarterly and if the services are not found satisfactory, the Bank reserves the right to terminate the contract by giving 30 days curing period first and after then giving 60 days' notice to the bidder i.e. total 90 days. The decision of the Bank regarding quality of services shall be final and binding on the bidder. After such a notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies. Also The Bank shall have the right to terminate / cancel the contract with the selected bidder at any time during the contract period, bygiving a written notice of 60 days, for any valid reason, including but not limited to the following andin such cases bank will not provide any cure period of 30 days:	The term "if the Services are not found satisfactory" is vague and to be replaced with "If the services are not in accrodance with the terms of Agreement".Modified clause to be read as under: The quality of services given by the bidder & progress of the project will be reviewed quarterly and if the services, are not in terms of agreement the Bank reserves the right to terminate the contract by giving 30 days curing period first and after then giving 60 days' notice to the bidder i.e. total 90 days. After such a notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies. Also The Bank shall have the right to terminate / cancel the contract with the selected bidder at any time during the contract period, bygiving a written notice of 60 days, for any valid reason, including but not limited to the following andin such cases bank will not provide any cure period of 30 days:	No change
98	32	21.1 - Termination for default	Also The Bank shall have the right to terminate / cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 60 days, for any valid reason, including but not limited to the following and in such cases bank will not provide any cure period of 30 days: l. Notwithstanding anything contained in the RFP, the Bank reserves the right to terminate the contact at any time without assigning any reasons.	Highligthed termination ground is not acceptable	No change
99	32	21.1 - Termination for default	Also The Bank shall have the right to terminate / cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 60 days, for any valid reason, including but not limited to the following and in such cases bank will not provide any cure period of 30 days: m. In case of termination of contract for the reasons that the services of successful bidder are not found satisfactory", the Bank shall be free to Blacklist/debar the successful bidder thereby blacklisting / debarring them from participating in future Bids/Tender processes and to invoke the Performance Bank Guarantee(s)/Security(s) given by the successful Bidder.	Request Bank to modify this clause as under: In case of termination of contract for the reasons that the services of successful bidder are not in accordance with terms of Agreement, the Bank shall be free to Blacklist/debar the successful bidder thereby blacklisting / debarring them from participating in future Bids/Tender processes and to invoke the Performance Bank Guarantee(s)/Security(s) given by the successful Bidder.	No change

100	36	33 - Governing Law and Disputs	2. If the parties are not able to solve them amicably, either party (the Bank or Service Provider) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s)and shall be referred to a sole arbitrator nominated by the bank, and the award made in pursuance thereof shall be binding on the parties. For the appointment of sole arbitrator, Bank shall suggest a panel of Arbitrators consisting of three names, out of which the service provider may agree to any one. 6. In case of failure to resolve the disputes or differences between the parties amicably, the matter maybe referred to a sole arbitrator nominated by the bank after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes and the same shall be settled by arbitration in accordance with the Indian Laws relating to arbitration, i.e. in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996 and its amendments thereto. The award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai. All arbitration proceeding shall be conducted in English. For the appointment of sole arbitrator, Bank shall suggest a panel of Arbitrators consisting of three	Request Bank to modify this clause as under:: "Sole Arbitratior nominated/ appointed by Bank" is not acceptable. It should be replaced with "Sole Arbitrator mutually appoited by both Parties"	No change
101	37 and 38	34. Force Majeure		New event under Force Majeure to be added. Force Majeure to include: terrorist attacks, cyber-attacks and break out of Epidemics/ Pandemics or breakage or accident to machinery or equipment	Please refer clause no 34 on page no. 37, 38 and 39 of RFP.
102	38	34. (11) Force Majeure	Provided further that in case of delay in Services, which shall be solely decided by the Bank,the Bank shall not be held liable for non-performance of its obligations under the contractand the Bank shall have the right to terminate this contract without giving any further noticeto the bidder.	Request Bank to remove this clause. This clause is one-sided and not acceptable, as it gives the Bank the sole discretion to decide on delays and non-performance without considering the bidder's circumstances under force majeure and terminate the contract without notice.	No change
103	39	34.(15) Force Majeure	If the Force Majeure situation continues beyond 30 days, Bank shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.	Request Bank to increase timeline of 30 days to 60 days	No change

104	39	35 (4) Confidentiality and Non - Disclosure	The infraction of confidentiality terms shall constitute material breach of the SLA, and the bank shall be entitled to take appropriate actions as available in law or under the SLA against the Successful Bidder as the case may be. SUCCESFUL BIDDER agrees to indemnify Bank against any loss suffered by Bank due to breach of confidentiality terms as mentioned hereinabove.	Request Bank to modify clause : The infraction of confidentiality terms shall constitute material breach of the SLA, and the bank shall be entitled to take appropriate actions as available in law or under the SLA against the Successful Bidder as the case may be. SUCCESFUL BIDDER agrees to indemnify Bank against actual loss suffered by Bank due to breach of confidentiality terms as mentioned hereinabove.	No change
105	43	54 - Patents rights	Bidder shall indemnify and keep harmless the Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.	Request clause to be modified and read as under: Bidder shall indemnify and keep harmless the Bank against actual third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.	No change
106		54 (4)- Patents rights	Service Provider shall, at their own expenses without any limitation, indemnify and keep fully and effectively indemnified, harmless and compensate the Bank against all costs, claims,damages, demands, expenses and liabilities, litigation/award by any court/tribunal directing the bank to pay compensation of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other Intellectual Property Rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad. In case of violation / infringement of patent / trademark / copyright / trade secret or industrial design, (Service provider) shall, after due inspection and testing, get the solution redesigned for the Bank at no extra cost.	Request clause to be modified and read as under: Service Provider shall, at their own expenses without any limitation, indemnify and keep fully and effectively indemnified, harmless and compensate the Bank against ~~all~~ actual costs, claims,damages, demands, expenses and liabilities, litigation/award by any court/tribunal directing the bank to pay compensation of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other Intellectual Property Rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad. In case of violation / infringement of patent / trademark /copyright / trade secret or industrial design, (Service provider) shall, after due inspection and testing, get the solution redesigned for the Bank at no extra cost.	No change
107		54 (9)- Patents rights	Bidder shall, at their own expense, defend and indemnify and keep the Bank harmless against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.	Request Clause to be modified and read as under: Bidder shall, at their own expense, defend and indemnify and keep the Bank harmless against ~~all~~ actual third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.	No change
108	45	55 - Indemnity	Entire clause	Please add that - Bidder to be indemnified by Bank as well against any losses arising for reasons attributable to the Bank and for non payment.	No change

109	45	55 - Indemnity	The bidder assumes responsibility for and shall indemnify and keep the Bank harmless at all times from all liabilities, claims, costs, expenses, taxes including GST and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation, negligence or/and misconduct under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilized by the bidder or bidders in connection with the performance of any system covered by the purchase contract/SLA.	Request Clause to be modified and read as under: The bidder assumes responsibility for and shall indemnify and keep the Bank harmless at all times from- actual liabilities, claims, costs, expenses, taxes including GST and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation, negligence or/and misconduct under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilized by the bidder or bidders in connection with the performance of any system covered by the purchase contract/SLA.	No change
110	45	55 (6) - Indemnity	In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the service provider covered under the purchase contract or the use thereof, the service provider agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank. Service provider (Vendor) will also assume full responsibility of any loss or damage caused due to any of their onsite engineer/representative.	Request Clause to be modified and read as under: In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the service provider covered under the purchase contract or the use thereof, the service provider agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank. Service provider (Vendor) will also assume full responsibility of any actual loss or damage caused due to any of their onsite engineer/representative.	No change
111	16	EVALUATION AND AWARD CRITERIA		Since this is a mission critical application, we request the bank to have a T1 - L1 based award criteria so that the bank does not have to compromise on quality.	No change
112	53	Eligibility Criteria Clause 5	Bidder / OEM's solution should have handled reconciliation work for average of daily minimum 1 crore transactions. Further the Bidder should have capacity to process at least 5 Crores transactions per day.	We understand that the documentation proof for capacity to process 5 crore transactions per day can be provided on bidder's letterhead. Since, banks generally only provide the current volume of transactions processed by the bidder.	Please refer clause 5 on page no 53 of RFP. A self certificate confirming processing capability will suffice.

113	53	Eligibility Criteria Clause 8	A company or its subsidiary /associates which is presently providing Switch services (ATM, UPI and IMPS) to CENTRAL BANK OF INDIA at the time of submission of bid would not be eligible to participate in this RFP.	We request the Bank to remove this criteria as providing Switch services to the Bank and providing Reconciliation services to the Bank are mutually exclusive services. There are multiple PSU and Private Banks that the Bidder is serving right now wherein both services are being provided to the same Bank by the bidder. This criterion is thus creating an uncessary hindrance to the bidder in participating in this RFP process and hence requesting the Bank to remove this criterion in its entirety.	No change
114	23	3. Scope of Work	GL A/C Reconciliation (Pool/Adjustment, Settlement, Income and Expenses Accounts, etc.)	Request Bank to let us know how many GL accounts are presently being used and need to reconcile?	Requisite details will be shared with successful Bidder.
115	23	3. Scope of Work	Card Payments	1. Request bank to confirm if it is domestic prepaid cards or forex prepaid cards? 2. What Schemes are involved for both domestic and forex cards? 3. If forex card is in scope, kindly let us know if it is single currency card or Multi-currency in single card? 4. In Multicurrency cards, please let us know the number of currencies being used for the customers.	Requisite details will be shared with successful Bidder.
116	23	3. Scope of Work	Card Payments	Is credit recon part of scope?	Please refer Scope of Work on page no. 23 of RFP.
117	23	3. Scope of Work	Card Payments	Please confirm individually, all the interchanges that are part of PoS Acquiring, Prepaid card, Credit and Debit card recon.	Please refer Scope of Work on page no. 23 of RFP.
118	24	3. Scope of Work	Payment Aggregator (through any channel)	Request Bank to let us know the no of aggregators in internet banking and other interface modules?	Requisite details will be shared with successful Bidder.
119	24	3. Scope of Work	FasTag	Request the bank to please elaborate the requirements for reconciliation. What will be the source of data for reconciling these transactions? Is dispute management for Fastag part of scope? Is GL reconciliation part of scope? If yes, request you to please confirm the number of GLs.	Requisite details will be shared with successful Bidder.
120	24	3. Scope of Work	General	Kindly confirm if data migration is part of scope and if yes, please name each Recon process from where the data migration of unmatched transaction would be required	Requisite details will be shared with successful Bidder.
121	24	3. Scope of Work	General	Please specify the number of API integration required	Requisite details will be shared with successful Bidder.
122	42	50. Uptime	Uptime	Request the Bank to keep the limit of uptime at 95.00% since the entire recon process works on batch processing and in offline mode. Hence, we don't actually need uptime of 99.7% for these activities.	No change

123	116	ANNEXURE-XXI Detailed scope of Work	The Bidder/OEM should be capable of handling the entire reconciliation process through 'Robotic Process Automation' (RPA) for end-to-end reconciliation process.	The scope of automation required by the bank is not clear. We request you to further elaborate the requirement & provide us the list of recon process that requires automation	Please refer point no. 58 to 61 under scope of work on page no. 119 and 120 of RFP.
124	116	ANNEXURE-XXI Detailed scope of Work	Any other financial transactions / non-financial mandate transactions needed to be reconciled in future.	Addition of new network / channel etc into the Reconciliation system requires a process starting from FSD preparation, development, implementation, UAT, SIT etc. In absence of clear visibility on future changes and new requirements, bank is kindly requested to allow pricing model for these kinds of unforeseen changes.	No change
125	119	ANNEXURE-XXI Detailed scope of Work	CCTV Footage – Preservation and Follow up with CCTV Vendors/Banks' Regional Offices/Zonal Offices for i. Complaints Received/Rejected ii. Suspected cases iii. Decision of fate of suspected transactions on the basis of CCTV	CCTV footage and its preservation is responsibility of Bank's service provider. Also, Recon system should not liable for monitoring of CCTV footage. Bidder's responsibility should exclude this.	No change
126	123	Annexure XXIII - Penaty Clause	c. Penalty for onsite technical support In case Onsite Technical support, i.e. L1, L2 and Database Administrator not provided by the bidder within 1 month from letter of intent or PO then Bank may invoke the Bid Earnest Money/Bid Security Declaration and Bank Guarantee.	We assume that the Bank will issue a single PO for this engagement. Since the product implementation will take at least 90 days from date of issue of PO, it does not make sense to deploy onsite resources within 1 month of PO. Hence, requesting the Bank to specifically issue a letter to the bidder as and when the Go Live date approaches for onsite resource deployment and provide upto 90 days from issuance of this letter for bidder to prrovide the full strengtth of the resources as stated in the RFP to be deployed onsite. Requesting the Bank to issue a Corrigendum to cover this point.	No change
127	29	Onsite Technical Support	In case of resignation of any resources, alternative has to be arranged atleast 45 days in advance.	We request the Bank to allow bidder to provide alternative resource 2 weeks in advance of the last working day of the resigned resource. Kindly confirm acceptance of this clause.	No change
128	29	Onsite Technical Support	Timings of resource L1, L2 and Database Administrator resource will be as per the shift timings, whereas availability should be there from 07:00 am to 10:00 pm on all days.	It is assumed that the 3 L1 resources will work in three shifts namely first, general and second between 7 am and 10 pm and each will work for 6 working days between Monday to Saturday and with one weekly off each week and will be entitled to State mandated leaves available to the resource. No alternate resources can be arranged for such State mandated/Labor law mandated leaves that the resource may avail. Please confirm that the Bank understands and agrees to this.	No change

129	29	Onsite Technical Support	Timings of resource L1, L2 and Database Administrator resource will be as per the shift timings, whereas availability should be there from 07:00am to 10:00 pm on all days.	Since only 2 L2 resources are considered, the understanding is that the 2 resources will work in 2 shifts between 7 am and 10 pm on 6 working days between Monday to Saturday and with one weekly off each week and will be entitled to State mandated leaves available to the resource. No alternate resouurces can be arranged for such State mandated/Labor law mandated leaves that the resource may avail. Please confirm that the Bank understands and agrees to this.	No change
130	29	Onsite Technical Support	Timings of resource L1, L2 and Database Administrator resource will be as per the shift timings, whereas availability should be there from 07:00am to 10:00 pm on all days.	Since only 1 DBA resource is considered, the understanding is that the 1 resource will work in general shifts between 10 am and 6 pm on 6 working days between Monday to Saturday and with one weekly off each week and will be entitled to State mandated leaves available to the resource. No alternate resouurces can be arranged for such State mandated/Labor law mandated leaves that the resource may avail. Please confirm that the Bank understands and agrees to this.	No change
131	29	Onsite Technical Support	Staff for daily operational activity - 45 count	We assume that this staff will work in general shift between 10 am - 6 pm on 6 working daysbetween Monday to Saturday and with one weekly off each week and will be entitled to State mandated leaves available to the resource. No alternate resouurces can be arranged for such State mandated/Labor law mandated leaves that the resource may avail. Please confirm that the Bank understands and agrees to this.	No change
132	29	Onsite Technical Support	Staff for daily operational activity - 45 count	If the Bank expects few staff to work on Sundays also, then the understanding will be that all 45 staff cannot be present each day of the week for 7 days and only minimal staff will be available on Sundays and for those staff working on Sundays, they will be entitled to a weekly off on some other day of the week. Please confirm that the Bank understand and agrees to this.	No change
133	29	Onsite Technical Support	Staff for daily operational activity - 45 count	Kindly justify the reason and logic for having this count of resources onsite, Since the Bank has stated the implementation of maximum automation as part of the solution, the number of resources could potentially be lower and hence the bidder should be allowed to lower the resource count if possible, in mutual consultation with the Bank either at the outset of the engagement or at some point during the 5 years engagement and with no onsite resource related penalties being applied by the bank if this resource reduuction were to be realized. Kindly confirm that the Bank understands and agrees to this.	Please refer point no. 16 on page no. 28 and 29 of RFP.

134	29	Onsite Technical Support	Staff for daily operational activity - 45 count	Will this staff be physically located at CBI's DC location in Belapur or at the MMO Office in Fort?	Requisite details will be shared with successful Bidder.
135	22	2. BACKGROUND AND PURPOSE OF THE PROJECT:	This Request for Proposal (RFP) has been prepared solely for the purpose of enabling CENTRAL BANK OF INDIA ("the Bank") to select a Bidder for end-to-end implementation of Payment Reconciliation Application and Customer Complaint Redressal System for Digital Banking Channels & Products under outsourced model along with manpower for operational and technical activities. Bank wishes to put in place Payment Reconciliation application for all its Digital Banking Channels & Products and other products with minimum uptime of 99.99%.	Bidder propose the Uptime for the applications shall be 99% as The product will be running in the Bank's systems/ enviornment.	No change
136	23	2. BACKGROUND AND PURPOSE OF THE PROJECT:	The bidder has to submit the source code review report to the Bank at regular intervals.	Bidder propose the submit the report on an annual basis.	No change
137	27	12. PAYMENT TERMS	No advance payments shall be made.	Bidder suggest that for the licesnse component alone shall be paid upfront. For implementation bidder is open to negotiate an appropriate payment schedule.	No change
138	27	12. PAYMENT TERMS		additional clause Bidder suggest an additional clause as payment will be made within 30 days from the date of receipt of invoice.	No change
139	28	15. UPGRADES AND UPDATES	Bidder shall provide the software upgrade and updates on regular basis without any cost to Bank.	UPDATES shall be provided at free of cost. Whereas, the upgrades shall be billed on mutually agreed cost.	No change
140	30	17. ANNUAL TECHNICAL SUPPORT (ATS) CHARGES/AMC	No ATS /AMC shall be paid to the successful bidder	AMC shall be at set percentage mutually agreed between the parties.	No change
141	30	19. PENALTY CLAUSE	Penalties will be levied as per the terms described in the Annexure–XXIII	Bidder suggest an aggregate penalty shall e limited to the 5-10% of the cost paid by the bank.	No change
142	30	20. LIQUIDATED DAMAGES	In case of termination of contract due to breach of terms and conditions of the agreement, Bank reserves the right to recover an amount equal to 10% of the Contract Value as Liquidated Damages for non-performance.	In case of termination of contract due to breach of terms and conditions of the agreement, Bank reserves the right to recover an amount equal to 5% of the amount paid by the Bank as Liquidated Damages for non-performance.	No change
143	31	21.1 Termination for Default:	The decision of the Bank regarding quality of services shall be final and binding on the bidder. After such a notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.	Bidder Suggest to waive off this provision as to keep the invoice payments and recoveries as a different transaction.	No change

144	31	21.1 Termination for Default:	Also The Bank shall have the right to terminate / cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 60 days, for any valid reason,	Bidder Suggest 90 days for termination	No change
145	32	21.1 Termination for Default:	In case of termination of contract for the reasons that the services of successful bidder are not found satisfactory", the Bank shall be free to Blacklist/debar the successful bidder thereby blacklisting / debarring them from participating in future Bids/Tender processes and to invoke the Performance Bank Guarantee(s)/Security(s) given by the successful Bidder	Bidder Suggest to waive off this provision as the breach may happenes which is beyond the control of the Bidder.	No change
146	32	21.3 Termination for Convenience:	The Bank, by written notice of not less than 60 (Sixty) days 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 Vendor under the Contract is terminated, and the date upon which such termination becomes effective.	Bidder Suggest 90 days for termination	No change
147	36	33. GOVERNING LAW AND DISPUTES	If the parties are not able to solve them amicably, either party (the Bank or Service Provider) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator nominated by the bank, and the award made in pursuance thereof shall be binding on the parties	Nomination of the Arbitrator should be mutual.	No change
148	39	35. CONFIDENTIALITY AND NON DISCLOSURE	<<entire clause>>	To protect the business interest of the parties, Bidder suggest the confidentiality obligations to be mutual.	No change

149	41	39. LIMITATION OF LIABILITY	Bidder's aggregate liability including the reputational loss under the contract shall be limited to a maximum of the contract value.	Bidder Suggest the below clause for the liability: In no event the Bidder shall be responsible or liable to the Bank and/or any third party for any consequential, indirect, incidental, special, punitive damages, or remote losses or damages, whether foreseeable or unforeseeable (whether by way of indemnification or otherwise), including claims for loss, interruption in use or unavailability of data, loss of goodwill, or loss of profits, loss of business, stoppage of other work in impairment or other assets even if the Bidder is advised of the same in advance. In no event will the Bidder's total liability to the Bank for any damages solely attributable to the Company, during the term of Agreement, whether in contract or tort, exceed the amount actually paid for the past 12 months (i.e. the upfront amount paid shall be prorated to annual billing value) by the Bank to the Bidder. The said liability limit shall be subject to deduction of total amount of penalties and/or liquidated damages paid (if any) under this Agreement. In no event will the Bidder be liable for any damages attributable to the action or inaction of the Bank or its subcontractors/vendors.	No change
150	42	50. UPTIME	Bidder shall maintain minimum uptime of 99.50% in each month. If solution remain down or providing the improper output for more than 4 hours, then solution shall be deemed as down for a whole day. Uptime of tool shall be calculated as under: Maximum Uptime in a month: 100% Uptime per day: 3.33% If solution remains down for more than 4 hours, then downtime of a day shall be calculated as 3.33%.	The product will be running in the Bank's systems/ premises. Will the uptime be taken care by the Bank, Please clarify?	Please refer clause 50 on page no 42 of RFP.
151	41	51. ASSIGNMENTS		Bidder Suggest an additional clause in addition to the said clause 51: *As an exception to the above, the Service Provider shall provide prior written notice to the Bank to assign this Agreement to its affiliate (or) in case of any restructuring. Service Provider shall ensure that such affiliate (or) entity agrees in writing to assume and be bound by all the obligations of Service Provider under this Agreement.*	No change

152	44	54. PATENTS RIGHTS	7. Service Provider hereby grants the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India to access, replicate, modify and use service developed including its upgraded versions available during the term of this agreement by Service Provider as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.	Bidder Suggest the below clause *Service Provider shall grant to the Bank a term based, non-transferable and non-exclusive, non-sublicensable, revocable, and specific user license to use the Software Products subject to the terms and conditions of this Agreement. The Bank shall use the Software products only for itself within the territory of India. No third party processing services, service bureau work or timesharing is permitted. No "have-made" rights are granted to the Bank under in this Agreement and/or its Attachments. Except as specified herein, no other license grant, including without limitation, implied license are granted hereunder.*	No change
153	117	22. ESCROW ARRANGEMENT	The bidder shall provide the source code of the solution or provide escrow mechanism for the source code of the proposed complete Software Solution for rendering the services including customizations done, in order to protect the Bank's interest in an unexpected eventuality. The software should be periodically tested and latest version is to be kept under Escrow periodically. Cost of the escrow arrangement to be borne by the Bidder.	The bidder shall provide the source code of the solution or provide escrow mechanism for the source code of the proposed complete Software Solution for rendering the services including customizations done, in order to protect the Bank's interest in an unexpected eventuality. The software should be periodically tested (once in every 12 months) and latest version is to be kept under Escrow periodically. Cost of the escrow arrangement to be borne by the Bidder.	No change
154	117	22. ESCROW ARRANGEMENT	Cost of the escrow arrangement to be borne by the Bidder.	Bidder suggest the cost be borne by the Bank	No change
155	52	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER	4. Bidder / OEM should have at least 5 years of experience in handling Reconciliation activities in at least two Scheduled Commercial Banks (including public or Private Sector Banks) in India at the time of submission of bids. Exact period of experience (Bank wise details) should be provided. The Service provider / bidder should have successfully implemented at least ATM, UPI and IMPS reconciliation modules, for 2 years continuously in last 5 years.	Request Bank to modify the clause as "Bidder / OEM should have at least 3 years of experience in handling Reconciliation activities in at least two Scheduled Commercial Banks (including public or Private Sector Banks) in India at the time of submission of bids. Exact period of experience (Bank wise details) should be provided. The Service provider / bidder should have successfully implemented at least ATM, UPI and IMPS reconciliation modules, for 2 years continuously in last 5 years.	No change
156	52	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER	4. Bidder / OEM should have at least 5 years of experience in handling Reconciliation activities in at least two Scheduled Commercial Banks (including public or Private Sector Banks) in India at the time of submission of bids. Exact period of experience (Bank wise details) should be provided. The Service provider / bidder should have successfully implemented at least ATM, UPI and IMPS reconciliation modules, for 2 years continuously in last 5 years.	Request Bank to modify the clause as "Bidder / OEM should have at least 5 years of experience in handling Reconciliation activities in at least one Scheduled Commercial Banks (including public or Private Sector Banks) in India at the time of submission of bids. Exact period of experience (Bank wise details) should be provided. The Service provider / bidder should have successfully implemented at least ATM, UPI and IMPS reconciliation modules, for 2 years continuously in last 5 years.	No change

157	52	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER	Copy of the purchase / work order and Certificate of satisfactory completion and management of the work including product, integration & running successfully, by the authorized official of the Bank served.	Request bank to amend the clause as "Copy of the purchase / work order / contract agreement and Certificate of satisfactory completion and management of the work including product, integration & running successfully, by the authorized official of the Bank served.	No change
158	53	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER	6. OEM solution should have a valid PCIDSS/PADSS or equivalent certificate. If OEM do not have certificate, then OEM should provide undertaking that solution is PCIDSS/PADSS compliant and valid PCIDSS/PADSS certificate will be provided within three months from the date of letter of intent. If bidder fails to provide the PCIDSS/PADSS certificate, then Bank will terminate the contract and blacklist the bidder for five years. Bank will only release the one-time implementation cost payment, once bidder submit the PADSS/PCIDSS certificate to Bank. Along with PCIDSS/PADSS certificate, Bidder needs to share ISO 9000/9001 or ISO/IEC 27001 certificate.	As per PCI the Payment Application Data Security Standard (PADSS) is retired as of 28 October 2022 and has been superseded by the Secure Software Standard (S3).

We request to modify the clause as "OEM solution should have a valid PCIDSS/PADSS /PCIS3 or equivalent certificate. If OEM do not have certificate, then OEM should provide undertaking that solution is PCIDSS/PADSS/PCIS3 compliant and valid PCIDSS/PADSS/PCIS3 certificate will be provided within three months from the date of letter of intent. If bidder fails to provide the PCIDSS/PADSS/PCIS3 certificate, then Bank will terminate the contract and blacklist the bidder for five years. Bank will only release the one-time implementation cost payment, once bidder submit the PADSS/PCIDSS/PCIS3 certificate to Bank. Along with PCIDSS/PADSS/PCIS3 certificate, Bidder needs to share ISO 9000/9001 or ISO/IEC 27001 certificate." | No change |
| 159 | 54 | ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER | 11. Bidder and OEM should not be partially or fully owned/ controlled part of any financial institution or any payment platform. The bidder must be a non-Bank promoted entity. | We are wholly owned subsidiary of a financial institution and being a subsidiary company, it doesn't reduce our technical competency. We believe that the clause is discriminatory and intended to filter out competition. This clause doesnt give fair chance to technology complany who are capable on their own to serve the industry.

Hence request bank to kindly omit this caluse | No change |
| 160 | 96 | ANNEXURE-XI Proforma for Commercial response | Transactions (Estimated) | We understand that the estimated transactions count mentioned is for Financial transactions only and does not inclued non financial transactions. Kindly confirm. Incase the the estimated transactions include both financial and non financial transactions, we request bank to provide the count of financial transactions. | Please refer corrigendum. |

161	128	ANNEXURE-XXIV PARAMETERS REGARDING SECURITY CONTROLS	9 Whether PADSS certification of the offered solution is available	Request to modify the point as "9 Whether PADSS/ PCI S3 certification of the offered solution is available"	No change
162	114	ANNEXURE-XXI Scope of Work Detailed Scope of Work	3. The Bidder/OEM shall provide IT infrastructure site setup with proprietary license for all its servers, applications, software, database, OS, etc.	Do Bank have EULA Arrangement with Oracle, in that case the Oracle Database pricing will not be shared by OEM. Hence request bank to provide the Oracle Database. Apart from Oracle if bidder offers Recon solution with different Database then the same has to be supplied by bidder.	Please refer corrigendum.
163	114	ANNEXURE-XXI Scope of Work Detailed Scope of Work	3. The Bidder/OEM shall provide IT infrastructure site setup with proprietary license for all its servers, applications, software, database, OS, etc.	Will Bank provide RAC or bidder to provide	Bidder/OEM shall provide the requisite IT infrasturture including RAC etc.
164	27	12. PAYMENT TERMS	The Bank shall make the payments on a monthly basis on receipt of invoice/s from the selected Bidder, after verifying its correctness.	Since there is huge captial investment on Hardware and third party software (i.e. OS, DB middleware if any etc.). We request bank to pay the Hardware and Third party software prices on CAPEX and payment terms to be linked with installation of hardware and software components.	No change
165	29	16. ONSITE TECHNICAL SUPPORT	16. ONSITE TECHNICAL SUPPORT Details of these resources shall be as under:	Bank has asked for number of resources for each activity. We assume that the same resources will be used in shifts to provide 24x7x365 days support. Please confirm.	Please refer point no. 16 on page no. 28 and 29 of RFP.
166	66	FUNCTIONAL SPECIFICATIONS	Features and Functional description Marks Obtained	Do bidder need to input their score in Marks Obtained Column at the time of submission.	Bank will evaluate and provide the marks.

167	68	2 CARD BASED TXNS Including but not limited to Cash on Mobile, Interoperable cash deposit, Bharat QR based Debit card PoS txn, Tokenisation/ Host-card emulation (HCE) txn, UPI/ QR based cash withdrawal, NCMC Based PoS txn/ Wallet based offline contactless txn etc.	Handling customer dispute by raising credit adjustment/ Chargebacks & Representment through. NPCI/VISA/MasterCard/ International Tieups dispute management system (DMS)/ System should be capable to raise debit adjustments with other issuers for disputes related to acquiring transactions/ wrong reversals etc.	Request Bank to le tus know the no. of branches from where DMS (dispute management system) will be accessed to raise complaint for the customer	Presently Central Bank of India has network of more than 4650 Branches, 90 Regional Offices and 13 Zonal Offices.
168	27	12. PAYMENT TERMS	Payment shall be made at the cost finalized through this RFP per successful Financial Transaction (excluding non-financial transactions like balance enquiry, PIN change etc. and system reversal transactions)	There is no provision for submitting pricing for Non Financial Tranasctions	Please refer clause no. 12 on page no. 27 of the RFP.
169	90	Internet Banking (aggregator) transaction settlement and Reconciliation	System to reconcile the bank files/statements with respective aggregators for remittance and refund/ reversal of the funds.	Request Bank to let us know the no of aggregators in internet banking and other interface modules?	Requisite details will be shared with successful Bidder.
170	96	ANNEXURE-XI Proforma for Commercial response	ANNEXURE-XI Proforma for Commercial response	There is no provision for submitting pricing for Non Financial Tranasctions	Please refer clause no. 12 on page no. 27 of the RFP.
171	26	ANNEXURE-X TECHNICAL SPECIFICATION	Bidder to do transaction level 3–way (4 ways in case of ATM/BNA Cash withdrawal /deposit) reconciliation for all digital channels/products and share the transaction level reconciled output and summary with GL balancing report to Bank on daily basis.	Request Bank to let us know how many GL accounts are presently being used and need to reconcile?	Requisite details will be shared with successful Bidder.
172	116	Point no. 10	The Service provider must ensure that the solution provided is compatible to integrate with Bank's systems, especially the CBS, Switch which uses oracle database, Customer Relationship Management (ICC CRM), complaint management module, RPA solution, etc.	Request Bank to let us know which interface will be provided for Integration of DMS with banks existing CRM?	Requisite details will be shared with successful Bidder.

173	60	ANNEXURE–VI PERFORMANCE CERTIFICATE	ANNEXURE–VI PERFORMANCE CERTIFICATE	Banks may not provide the performance certificate as per Annexure VI format. Request bank to accept the performance certificate in any format.	No change
174	22	ANNEXURE-I TERMS AND CONDITIONS	ANNEXURE-I TERMS AND CONDITIONS	Do we need to submit the Annexure - I as part of our technical response. Please confirm.	Please refer the checklist on page no 147 and 148 of the RFP for submission of documents.
175	22	ANNEXURE-I	• Presently, Bank is having volume of 1.04 crore transactions on daily basis and is projected to grow three times in next five years.	The count of 1.04 crore daily transactions is count of Financial transactions or both Financial and Non Financial transactions. Please confirm	Bank has provided details of financial transactions.
176	26	11. IMPLEMENTATION	FSD (Functional Specification Document) should be prepared and concluded within 30 days (including the time required by Bank team for Sign-off) from the date of issuance of Letter of Intent (LoI).	Request Bank to modify the clause as FSD (Functional Specification Document) should be prepared and concluded within 45 days (including the time required by Bank team for Sign-off) from the date of Acceptance of Letter of Intent (LoI)/PO.	No change
177	26	11. IMPLEMENTATION	Bidder should complete the Integration, testing and make the solution live in 90 days as per requirement of Bank specified in RFP from the date of FSD go ahead given by Bank	Bidder should complete the Integration, testing and make the solution live in 120 days as per requirement of Bank specified in RFP from the date of FSD go ahead given by Bank	No change
178	27	14. TURN AROUND TIME	Sign SLA, Integrity Pact and Non-Disclosure agreement. TAT Within 30 days from the date of letter/LOI given by Bank	Since SLA takes time, as it goes through lot of to & fro from both the parties, hence request bank to extend the date of signing the documents within 60 days from the date of letter/LOI given by Bank	No change
179	27	14. TURN AROUND TIME	Complete integration of software and Hardware (Bank provided Server etc.), integrate with the switch and provide the web based solution TAT Bidder shall submit finalize FSD Document with detailed activity schedule chart with timelines. FSD should be prepared and concluded within 30 days (including the time required by Bank team for Sign-off) from the date of issuance of Letter of Intent (LoI). Bidder should complete the Integration, testing and make the solution live in 90 days as per requirement of Bank specified in RFP from the date of FSD go ahead	Request bank to amend the clause as Bidder shall submit finalize FSD Document with detailed activity schedule chart with timelines. FSD should be prepared and concluded within 45 days (including the time required by Bank team for Sign-off)from the date of Acceptance of Letter of Intent (LoI)/PO. Bidder should complete the Integration, testing and make the solution live in 120 days as per requirement of Bank specified in RFP from the date of FSD go ahead	No change
180	28	16. ONSITE TECHNICAL SUPPORT	Successful Bidder will provide L1, L2, Database Administrator and resource for operational activities who would stationed at Bank's location in Mumbai. Bidder shall provide these resources within one month from the date of Letter of Intent or PO raised by the Bank, however billing of these resources shall start after whole application Go-Live.	Request bank to amend/ modify the clause and provide relaxation to provide the L1, L2, DBA and operational resources to be deployed as & when they are required. As this is on OPEX model, the billing will be done on the transaction basis, and there is no link with the resources.	No change

181	28	16. ONSITE TECHNICAL SUPPORT	Bank may also avail additional resources from the bidder as per contracted rate.	As per the commercial format, there is no provision to provide the resource cost, on which bank may avail the additional resources.	Requisite details will be shared with successful Bidder.
182	29	16. ONSITE TECHNICAL SUPPORT	Timings of resource L1, L2 and Database Administrator resource will be as per the shift timings, whereas availability should be there from 07:00am to 10:00 pm on all days.	Since bank has asked for only 1 DBA resource, it will not be possible to make availble the resources from 7.00 AM to 10.00 PM. Request bank to change the number of resources required to 2 nos.	Please refer clause no. 29 on page no. 28 of the RFP.
183		General	Independent External Monitor (IEM)	There are no details provided for Independent External Monitor (IEM) who will monitor the tender process.	Please refer corrigendum.
184	116	ANNEXURE-XXI Scope of Work	The Service provider must ensure that the solution provided is compatible to integrate with Bank's systems, especially the CBS, Switch which uses oracle database, Customer Relationship Management (ICC CRM), complaint management module, RPA solution, etc.	We assume that the solutions mentioned for integrations API will be provided by Bank.	Requisite details will be shared with successful Bidder.
185	96	Commercial Format	Year 2024-25 Transactions estimated - 518.9	Transactions for each financial year provided in the commercial format does not match with the financial transactions provided in the RFP document page no. 120. The financial years and transactions are mis matched.	Please refer corrigendum.
186	96	Commercial Format	Total Projected: 3420.65	As per the year wise estimated transactions count, the total count for 5 years transaction is 5330.65. Request you to kindly change the same in the commercial format.	Please refer corrigendum.
187	27	12. PAYMENT TERMS	Payment shall be made at the cost finalized through this RFP per successful Financial Transaction (excluding non-financial transactions like balance enquiry, PIN change etc. and system reversal transactions) subject to deduction of penalties.	We assume that the estimated transactions count provided on page no. 120 of the RFP is of Financial Transactions only.	Please refer clause no. 12 on page no. 27 of the RFP.
188	118	Scope of Work Detailed Scope of Work	37. The bidder should have provision for cloud services, if required in future.	Will bank allow to deploy the Recon Solution on Cloud service provider like AWS etc. from where the Recon Operatons team will access the application for reconciliation operations. In that case will bank require the hardware details.	Please refer clause no. 37 of page no. 118 of the RFP.
189		General	General	Request Bank to let us know as to how bank will provide the data for raising complaint of old dates?	Requisite details will be shared with successful Bidder.
190		General	General	Request Bank to let us know what is the average number of dispute / complaints that get registered in one single day for all channels?	Requisite details will be shared with successful Bidder.
191		General	General	Request Bank to confirm how the source data will be provided like DBLINK/API/Flat File & what will be the frequency	Requisite details will be shared with successful Bidder.
192		General	General	Request Bank to let us know who are the Switch Vendor /OEM for (UPI/IMPS/Cards/FI)	Requisite details will be shared with successful Bidder.

193	31	21.1 Termination for Default:	21.1 Termination for Default:	a. This clause is kept Unilateral in favor of bank in RFP. In view of this clause it is observed that bidder is not having termination rights. Please make it mutual so that bidder has termination rights. If Bank commits breach of contract or defaults in making payment then bidder cannot provide services free of cost and must have these rights for termination. b.This clause also provides right to bank to withhold payment in case of termination to safeguard needed recoveries. This clause further mentions if bank terminates contract and appoint another service provider then bidder is required to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. Bidder is also required to provide reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank. This needs to be checked. In view of this clause it is observed that this portion of clause is to be omitted as bank must not withhold payment for services provided by Bidder.	No change
194	32	21.2 Termination for Insolvency:	The Bank may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Vendor, 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.	In view of this clause it is observed that bidder must also have rights of termination in case of insolvency. Bidder cannot provide services free of cost Request Bank to modify the clause to be mutually agreeable	No change
195	32	21.3 Termination for Convenience:	21.3 Termination for Convenience:	In view of this clause it is observed that bidder must also have termination rights for convenience.	No change
196	34	30. NO RIGHT TO SET OFF	In case the Bidder has any other business relationship with the Bank, no right of set-off, counterclaim and cross-claim and or otherwise will be available under this empanelment to the Bidder for any payments receivable under and in accordance with that business.	In view of this clause it is observed that all dispute in respect of payment will be as per this agreement. This clause must be mutual. Bank also must not have right of set off as mentioned in this clause.	No change
197	35	33. GOVERNING LAW AND DISPUTES	33. GOVERNING LAW AND DISPUTES	In view of this clause it is observed that the names of Arbitrators must be as mutually agreed as the Arbitrators must be impartial.	No change

198	35	33. GOVERNING LAW AND DISPUTES	33. GOVERNING LAW AND DISPUTES	The clause further provides bidder shall continue to provide services during arbitration proceedings. In view of this clause it is observed that bidder shall not provide services in cases where:-i) when performance of work is itself subject matter of arbitration or ii) when payment is not made to bidder.	No change
199	35	33. GOVERNING LAW AND DISPUTES	33. GOVERNING LAW AND DISPUTES	The clause also mentions that the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the bidder which may also be adjusted by the Bank from the Performance Bank Guarantee, being treated as default so that the business of the Bank is not disrupted. In view of this clause it is observed that bidder must not be required to make payment for alternative arrangement in such cases. Hence such clause must not be there in agreement.	No change
200	37	34. FORCE MAJEURE	Commercial Hardship and any difficulty in performance of the contract, as the case may be and which substantially affects the performance of the obligations under the Agreement.	In view of this clause it is observed that this is to be omitted as Commercial Hardship and Difficulty in performance of contract may be due to force majeure event. Further the notification of force majeure event is to be given by both parties and it should be mutual.	No change
201	37	34. FORCE MAJEURE	The Force Majeure Clause further mentions that Delay in Services shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the contract and the Bank shall have the right to terminate this contract without giving any further notice to the bidder	In view of this clause it is observed that this clause has to be mutual as force majeure event affects both parties. Delay cannot be solely decided by bank.	No change
202	39	35. CONFIDENTIALITY AND NON DISCLOSURE	35. CONFIDENTIALITY AND NON DISCLOSURE	In view of this clause it is observed that the Point related to Confidentiality and Non Disclosure (Point No.2 to 4) in RFP should be mutual as confidential information of bidders is also involved.	No change
203	41	39. LIMITATION OF LIABILITY	39. LIMITATION OF LIABILITY	The clause in respect of unlimited liability must be mutual. As per the observations these liabilities should be limited i.e. Breach of the confidentiality terms,Liability for an infringement of a third party's IPR by the bidder, Employment liabilities for bidder's staff relating to the period of their employment with in contractual period while working with the Bank, in case of third party claims.	No change

204	45	55. INDEMNITY	55. INDEMNITY	a.Indemnity clause in RFP must be mutual as bidder must also have indemnity rights. b. Indemnity clause also mentions - In case of non performance of software bank has mentioned unlimited liability in RFP. Please make this limited as this is contradictory to limitation of liability clause as mentioned in RFP.	No change
205	47	56. INTELLECTUAL PROPERTY RIGHTS	56. INTELLECTUAL PROPERTY RIGHTS	In view of this clause in RFP it is observed that due to customization in software by bank if there is violation of third party intellectual property rights then bidder will be responsible. Hence this clause should be mutual. After termination of contract Indemnity and other clauses must not survive for unlimited period of time. Please make survival of these clause limited to maximum of three years.	No change
206	49	64. Information of third parties:	64. Information of third parties:	In view of this clause in RFP it is observed that disclosure of information as per Clause No. 64 of RFP in respect of third party is subject to the confidentiality agreement with third party.	No change
207	49	67. Back to back arrangements between successful bidder and OEM:	67. Back to back arrangements between successful bidder and OEM:	In clause No.67 of RFP please clarify what type of back to back arrangement is involved.	No change
208	131	ANNEXURE- XXV NON DISCLOSURE AGREEMENT	Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.	Request bank to amend the clause as Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation promptly as reasonably practicable notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.	No change

209	131	ANNEXURE- XXV NON DISCLOSURE AGREEMENT	Term: This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.	Request Bank to amend the clause as Term: This Agreement shall be effective from the date hereof i.e. date of execution of this agreement and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly as reasonably practicable return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.	No change
210	131	ANNEXURE- XXV NON DISCLOSURE AGREEMENT	11. Indemnity: The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.	Indemnity: The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party its officers, employees, agents or consultants.	No change
211	22	2. BACKGROUND AND PURPOSE OF THE PROJECT:	At Bank's discretion, bidder will also be required to support Bank and RRBs in integration of future solutions, which Bank/RRBs are going to procure.	Trust a separate commercials will be applicable for implementation at RRB's.	No change
212	25	7. PERFORMANCE BANK GUARANTEE	The successful bidder(s) shall has(ve) to submit Performance Bank Guarantee to Head Office amounting to 3% of the contract value within 15 days of issuance of empanelment letter/Letter of Intent & initially must be valid for a period of 15 months (1 year validity with 3 month claim period). Bidder needs to provide new Bank Guarantee one month prior to expiry of existing Bank Guarantee.	Request the bank to give 45 days time to furnish the Performance Bank Guarantee.	No change
213	27	12. PAYMENT TERMS	Payment shall be made at the cost finalized through this RFP per successful Financial Transaction (excluding non-financial transactions like balance enquiry, PIN change etc. and system reversal transactions) subject to deduction of penalties.	Request the bank to provide complete/detailed bifurcation of financial and non-financial transactions. If the activity is major for non-financial transactions a separate commercial will be discussed mutually.	Please refer clause no. 12 on page no. 27 of the RFP.
214	57	9	Bidder need to provide the readable copy of documents on site as well as in hardcopy for Technical Bid. All the hardcopy submitted online and offline should be duly seal and signed by the authorized person of firm/company/organization. No Photocopy or colour scan copy will be accepted in hard bundled file submitted in response of technical bid.	Physical submission of EMD Bank Guarantee and Integrity Pact only is required as mentioned in "Sl.No. 17 Important Instructions for Bid Submission" on page number 4. Request the Bank to not ask for hard copies of entire bid documents.	No change

215	58	ANNEXURE-IV BIDDER'S INFORMATION	8. Whether bidder eligible for preference to domestically manufactured electronic products (DMEP) in government procurement vide notification dated 23.12.13 and guideline dated 16.11.15 as amended from time to time and updated in web site as applicable to the bank.	Trust Local Content certificate will suffice.	No change
216	60	ANNEXURE–VI PERFORMANCE CERTIFICATE	Module	Request the Bank to accept the certificate as per client format mentioning more modules along with transactions and implementation date.	No change
217	66	Functionality	Features and Functional description	The Marks will be allotted by the Bank during technical site visit evaluation. Trust our understanding is correct.	Please refer clause no. 23 of the RFP.
218	96	ANNEXURE-XI Proforma for Commercial response	Transactions (Estimated)	There is mismatch projections for years and total mentioned as per total figures projected on page number 120.	Please refer corrigendum.
219	109	ANNEXURE-XVIII (a)	Shareholding structure of the OEM as on 31.03.2023	Request the bank to confirm on the year asked.	Please refer corrigendum.
220	110	ANNEXURE-XVIII (b)	Shareholding structure of the Bidder as on 31.03.2023	Request the bank to confirm on the year asked.	Please refer corrigendum.
221	114	Detailed Scope of Work	3. The Bidder/OEM shall provide IT infrastructure site setup with proprietary license for all its servers, applications, software, database, OS, etc. Bidder/OEM shall not provide any freeware/outsourced application, software, OS, database, etc. without proper license support.	Request the Bank to provide oracle database license in case the Bank is having ULA (Unlimited License Agreement) with Oracle.	Please refer corrigendum.
222	117	22. ESCROW ARRANGEMENT	Cost of the escrow arrangement to be borne by the Bidder.	Request the Bank to bear the Escrow charges.	No change
223	130	ANNEXURE- XXV	NON DISCLOSURE AGREEMENT	The NDA is to be provided later by the successful bidder on Rs. 500/- Non Judicial Stamp paper. Tust our understanding is correct.	As per applicable Stamp Act.
224	133	ANNEXURE- XXVI	UNDERTAKING FOR SUFFICIENT TECHNICAL STAFF	These details are to be provided later by the successful bidder upon Gap study.	Please refer page 147 and 148 of RFP.
225	135	ANNEXURE- XXVII	Hardware and Other Components Detail	These details are to be provided later by the successful bidder upon Gap study. Trust our understanding is correct.	Please refer page 147 and 148 of RFP.
226			General Query	Currently who are the vendors for Bank's Switch services (ATM, UPI and IMPS).	Requisite details will be shared with successful Bidder.
227			General Query	Request the Bank to extend the Bid Submission date by 15 days from the date of publishing the pre-bid queries on the banks website/GeM portal.	Please refer corrigendum.

228	35	Governing Law and Disputes clause no 33	Entire clause	Bidder request arbitration be referred to institutional arbitration which comprises of experienced professionals in resolving disputes for the Enterprises. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (each a "Dispute") shall be referred to the Delhi International Arbitration Centre and finally resolved by arbitration in accordance with the Delhi International Arbitration Centre (Arbitration Proceedings) Rules (the "DIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The language of the arbitration shall be English. The seat of arbitration shall be New Delhi. The arbitral tribunal shall consist of three arbitrators appointed in accordance with the DIAC Rules. The arbitrators so appointed: (i) shall be fluent in English; (ii) shall be a licensed and independent legal practitioner or retired judicial member with experience handling with over 20 years' experience handling commercial disputes in the IT/ITeS sector.	No change
229	30	Force Majeure clause no 34	"Provided further that in case of delay in Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the contract and the Bank shall have the right to terminate this contract without giving any further notice to the bidder".	Bidder request deletion of sub clause 11.Delay in services on account of force majeure event to be discussed between the parties and the parties with mutual consent works towards remediation .	No change
230	39	Confidentiality and Non-Disclosure clause no 35	Confidential Information" means all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets……....	Bidder request deletion of "trade secret"as these will not be collected by the bidder during the performance of its obligations under the contract. Bidder request addition of the below sentence to the clause: Confidential Information disclosed by the recipient shall be marked with a restrictive legend	No change

| 231 | 41 | Limitation of Liability clause 39 | Bidder's aggregate liability including the reputational loss under the contract shall be limited to a maximum of the contract value. In the following circumstances limitation of liability shall not apply and
the bidder shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the Bank:
1. Breach of the confidentiality terms.
2. Liability for an infringement of a third party's IPR by the bidder.
3. Employment liabilities for bidder's staff relating to the period of their employment with in contractual period while working with the Bank.
4. Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by
the statutory authority/ government bodies/ court tribunals etc.
5. Liability of the Vendor in case of gross negligence or willful misconduct attributable to the Vendor while providing services under this Agreement.
6. Liability of the Vendor in case of fraudulent acts or willful misrepresentation attributable to the Vendor regarding the services provided under this Agreement | Bidder suggest following changes to the clause:
Bidder's aggregate liability including the reputational loss under the contract shall be limited the amount of any actual direct damages incurred by DoP up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the Services that is the subject of the claim, regardless of the basis of the claim ~~to a maximum of the contract value~~.b.The following amounts are not subject to the above cap ~~In the following circumstances limitation of liability shall not apply and the bidder shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the Bank:~~
1. ~~Breach~~ Misappropriation of the confidentiality terms.
2. Liability for an infringement of a third party's IPR by the bidder.
3. ~~Employment liabilities for bidder's staff relating to the period of their employment with in contractual period while working with the Bank.~~
4. Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc.
5. ~~Liability of the Vendor in case of gross negligence or willful misconduct attributable to the Vendor while providing services under this Agreement.~~
6. ~~Liability of the Vendor in case of fraudulent acts or~~ | No change |
| 232 | 43 | Assignement clause 51 | Entire clause | Bidder request this clause to apply mutually to the parties | No change |

233		Patent Rights clause 54	The Bidder warrant that in the course of providing the services, they shall not infringe upon any third party Patent, Copyright, Design, Trademark, or any other Intellectual Property Rights for system software and application software. The Bidder shall indemnify and at all times keep the Bank fully indemnified and hold harmless against any and all loss, damages, costs and expenses including Attorney's fees, which may be incurred as a result of any claim or action associated with such infringement, PROVIDED HOWEVER, the Bank agrees to give prompt notice to the Bidder of any such claim or action, gives complete authority and freedom to the Bidder in defending and/or settling such claim and gives all reasonable assistance to the Bidder in doing so. The remedy available to the Bank under this clause will survive termination of the Purchase Order such that in the event of violation of IPR claim by any third party after the expiry of the contract between Bank and the Bidder, the indemnity clause listed above will be valid and applicable beyond the contract period.	Bidder request following modification to the clause: The Bidder warrant that in the course of providing the services it will apply commercially reasonable care and skill and they shall not infringe upon any third party Patent, Copyright, Design, Trademark, ~~or any other Intellectual Property Rights for system software and application software~~. The Bidder shall indemnify and at all times keep the Bank fully indemnified and hold harmless against any and all loss, damages, costs and expenses including Attorney's fees, which may be incurred as a result of any claim or action associated with such infringement, PROVIDED HOWEVER, the Bank agrees to give prompt notice to the Bidder of any such claim or action, gives complete authority and freedom to the Bidder in defending and/or settling such claim and gives all reasonable assistance to the Bidder in doing so. The remedy available to the Bank under this clause will survive termination of the Purchase Order such that in the event of violation of IPR claim by any third party after the expiry of the contract between Bank and the Bidder, the indemnity clause listed above will be valid and applicable beyond the contract period. Bidder does not warrant uninterrupted or error-free operation of Services or that Kyndryl will correct all defects. While Bidder endeavors to provide security measures to keep all data secure, BidderI does not warrant Bidder can prevent third party disruptions or	No change
234	45	Indemnity clause 55	Entire clause	Bidder request deletion of the entire clause and replace it with the suggested clause under limitation of liability and indemnity	No change
235	47	Inspection and Audit clause 58	The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them without any delay or/and protest. All costs for such audit shall be borne by the Bank	Bidder request to insert the following sentence to sub clause 50.1 Except for the internal books of accounts, other clients information and other non related document,the Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them without any delay or/and protest. All costs for such audit shall be borne by the Bank	No change

236	52	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER	Clause no. 4. Bidder / OEM should have at least 5 years of experience in handling Reconciliation activities in at least two Scheduled Commercial Banks (including public or Private Sector Banks) in India at the time of submission of bids. Exact period of experience (Bank wise details) should be provided. The Service provider / bidder should have successfully implemented at least ATM, UPI and IMPS reconciliation	We request a relaxation of this clause. Specifically, we propose that the requirement be amended to: 'The Service provider/bidder should have successfully implemented at least ATM, UPI, and IMPS reconciliation modules for one year continuously within the last three years. This is also mentioned in clause 36 of detailed scope of work on Page 118 by you	No change, Please consider eligibility criteria, point no 4 on page no 52 of RFP.
237	53	ANNEXURE-III ELIGIBILITY CRITERIA OF THE BIDDER	Clause No. 6: OEM solution should have a valid PCIDSS/PADSS or equivalent certificate. If OEM do not have certificate, then OEM should provide undertaking that solution is PCIDSS/PADSS compliant and valid PCIDSS/PADSS certificate will be provided within three months from the date of letter of intent. If bidder fails to provide the PCIDSS/PADSS certificate, then Bank will terminate the contract and blacklist the bidder for five years. Bank will only release the one-time implementation cost payment, once bidder submit the PADSS/PCIDSS certificate to Bank. Along with PCIDSS/PADSS certificate, Bidder needs to share ISO 9000/9001 or ISO/IEC 27001 certificate	We seek an extension of six months for the OEM PCIDSS/PADSS certificate requirement. Our solution is fully compliance with requirement. Our ISO 27001 certificate come within 1 month. However, PA-DSS/PCI-SSF certification process require 6 months period	No change
238	120	ANNEXURE-XXI Scope of Work Hardware, O/S and Database Requirement	Point No. 1. Hardware, O/S and Database Requirement, says: Bidder shall provide Servers with OS (like Windows, Linux etc.), Database (Oracle 19c etc.), Application Server (Oracle Weblogic etc.) and Web Server (Oracle HTTP Server etc.). Point No. 2. The bidder shall arrange licensed	We request bank should provide require hardware. Our solution is ready for cloud and in premise infrastructure.	No change
239	116, 119	Scope Of Work	RPA	We can automate the entire process without RPA. Is RPA mandatory or is the essence of end-to-end automation to be interpreted?	Please refer point no. 58 of Annexure XXI of RFP.
240	116	Detailed Scope of Work, Point 14	Bidder must provide qualified fit & proper technical resources with proper background verification, having necessary technical qualification and expertise of the proposed solution onsite 24X7.	Will the Bidder have an option to reduce / increase resources in line with level of automation (provided the TAT and compliances are maintained)? Or is a fixed number of resources always required to be present onsite	No change
241	28,29	16. ONSITE TECHNICAL SUPPORT		Bidder proposes to have resources on Authorised Service Provider (ASP) payroll, the governance and team lead would be Bidder FTE.	No change

242	64-95	Technical Specification and Functional Specification		Wherever just Service Provider / Bidder or succesful bidder is mentioned: It is assumed that Service Provider / Bidder / OEM's response is acceptable.	Please read it as Bidder/OEM.
243	116	Clause 10		Please provide details of all the applications / technologies with which Recon application needs to be integrated e.g. CRM, other databases, SIEM etc.	Requisite details will be shared with successful Bidder.
244	133	Annexure - XXVI	UNDERTAKING FOR SUFFICIENT TECHNICAL STAFF	To be declared by Bidder / OEM	Undertaking to be submitted by Bidder / OEM.
245	Pg 3	Contract Period	5 Years, extendable up to further 1/2/3 years as per discretion of the Bank based on satisfactory performance of the Bidder and at Bank's sole discretion. The Rate contract will be valid from the date of PO given by the Bank, subject to yearly performance review for satisfactory performance of the Bidder	Any extention along with terms and prices shall be mutually discussed and agreed by both parties	No change
246		TERMS AND CONDITIONS OF THE BIDDING FIRMS	The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank	The preferred changes / deviations in terms and conditions are submitted as part of the prebid query and will be followed by a response to the RFP. The bidder requests that the bank consider the RFP response as the agreed term by the bidder	No change
247	24	5 SIGNING OF CONTRACT	The bidder(s) has (ve) to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.	Bidder seeks relaxation of the provisons and terms and conditions will be based on mutual I agreement	No change
248	24	6. DURATION OF CONTRACT	The Rate contract will start from the date of empanelment letter given by Bank and valid for Five (5) years from the date of go-live, subject to yearly performance review for satisfactory performance of the Bidder. If required, the tenure of contract can be extendable on same terms and conditions for a period of three years in single or multiple tranches at the sole discretion of the Bank subject to satisfactory performance of successful bidder and mutual agreement on the terms and conditions	Bidder seeks clarity as why do we say it a rate contract? Is it not a fixed price contract ? Also what is the overall duration ? Is it 5 Years or 5Years + go live date Additionally Any extention along with terms and prices shall be mutually discussed and agreed by both parties	Please refer clause no. 6 on page no 24 of the RFP.

249	25	7. PERFORMANCE BANK GUARANTEE			
250	25	7. PERFORMANCE BANK GUARANTEE	If Govt. releases any amendment for Performance Security under rule of GFR 2017 or any other guidelines, Bank may change the clause of Performance Bank Guarantee accordingly during any time of contract period and Successful bidder should submit the revised PBG accordingly within 30 days from date of order of Bank.	Bidder seeks clarity on the given clause	Please refer point no 6 on page no 25 of RFP.
251	26	NOT ACCEPTANCE/ NON EXECUTION OF ORDER	In case, bidder shortlisted through this RFP process (hereinafter called "Successful Bidder" or "Vendor") refuses to accept / execute the order, Bank reserves the right to place the order to next other subsequent bidders derived through reverse auction (only in case of matching the L1 price derived through reverse auction). Bank is having all the rights to recover the penalty amount from PBG as well as any amount payable to the said successful bidder. Bank also reserves the right to blacklist/debar the said successful bidder for three years in such eventuality without giving any notice thereof in this regard for a period of next three years from the date of refusal.	Bidder seeks relaxation to not black list the bidder , Bidder also seeks clarity what is meant by line in red asbidder understands there wont be any amount payable before execution of the contract	No change

| 252 | 27 | 12. PAYMENT TERMS | The Bank shall make the payments on a monthly basis on receipt of invoice/s from the selected Bidder, after verifying its correctness. Payment shall be made at the cost finalized through this RFP per successful Financial Transaction (excluding non-financial transactions like balance enquiry, PIN change etc. and system reversal transactions) subject to deduction of penalties. Applicable taxes like Service Tax or any other tax that may be levied by any Government in future in lieu of service tax within the Contract period shall be paid extra by the Bank. Payment will be on monthly basis in arrears. Bank will be responsible to pay Reconciliation charges per successful financial transaction as per costs finalized through this RFP and shall not be liable to pay any other charges/ salaries/ wages/ perk/ compensation etc. to the Service Provider for providing the services. The recruitment/ training/ employment/ contract shall be the sole responsibility of the Service Provider. | Bidder proposes the following Billing Terms :- Billing - Monthly in advance

Bidder proposes the given below payment Terms :- Payments are due from date of receipt of invoice and payable within thirty (30) days of date of invoice. In the event of late payments, Kyndryl reserves the right to charge a late payment fee @ 2% per month on the overdue amounts, in addition to the right of suspension of services, till the overdue amounts are paid.

Bidder seeks clarity on lines in red , as our understanding is its a monthly fixed billing and not subejct to each sucessful transaction | No change |

| 253 | 29 | 16. ONSITE TECHNICAL SUPPORT | Successful Bidder will provide L1, L2, Database Administrator and resource for operational activities who would stationed at Bank's location in Mumbai. Bidder shall provide these resources within one month from the date of Letter of Intent or PO raised by the Bank, however billing of these resources shall start after whole application Go-Live. Bank may also avail additional resources from the bidder as per contracted rate.

In addition to the above, Bidder shall provide one official from his technical team with company provided Laptop at Bank's premises at no Extra Cost to Bank, and billing for the SPOC shall not be done. This resource shall act as Project Manager and SPOC for scheduling, Business Specification, preparation and finalization of FSD, providing signoff, coordination of OEMs backend team and their own team, daily checklist submission, reporting, responsible for management dashboard. Timings of Project Manager/SPOC at Bank's premises will be as per Bank's timings on working days. | Is it mandatory to deploy given number of resources on site, or it is upto Bidder/OEM's application efficiency, which might require less number of resources on site or final number of resources can be optimised during kick-off and detail engineering phase and hence Bidder/OEM can size their estimation while submitting the proposal. | No change |
| 254 | 30 | 20. LIQUIDATED DAMAGES | 3.Both, Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. The penalty is for delay of performance and not for termination, whereas the liquidated damages are applicable only on event of termination on default.
4. Penalty and liquidated damage is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the service provider to prove that the delay is attributable to the Bank and Force Majeure. The service provider shall submit the proof authenticated by the service provider and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment | Bidder seeks clarity on the lines in red, & how to interpret it so no LD will be charged but only termination ? | Please refer point no 20 on page no. 30 of RFP. |

255	30	20. LIQUIDATED DAMAGES	The service provider shall perform its obligations under the agreement entered into with the Bank, in a professional manner. If any act or failure by the service provider under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures. If the service provider fails to complete the due performance of the contract in document, the Bank reserves the right either to terminate the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated damages for non performance	Bidder seeks deletion of the clause	No change
256	30	20. LIQUIDATED DAMAGES	Regulatory Compliance: Successful bidder shall be held liable for any non-compliance or delay in compliance to Regulatory/Statutory guidelines. Any new advisory/guidelines issued by regulatory authorities like RBI, MoF, DFS, GOI, NPCI, VISA, Mater Card etc. need to be implemented on free of cost if changes are to be done in existing functionality/ies and in case of new functionality/ies same shall be on mutually agreed cost. Any penalty imposed by the Regulator or any other authority i.e. Court, on Bank will be the responsibility and liability of the successful bidder and the Bank shall be compensated for the same.	Bidder seeks deletion of the clause	No change

| 257 | 31 | 21.1 Termination for Default: | The quality of services given by the bidder & progress of the project will be reviewed quarterly and if the services are not found satisfactory, the Bank reserves the right to terminate the contract by giving 30 days curing period first and after then giving 60 days' notice to the bidder i.e. total 90 days. The decision of the Bank regarding quality of services shall be final and binding on the bidder. After such a notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies. Also The Bank shall have the right to terminate / cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 60 days, for any valid reason, including but not limited to the following and in such cases bank will not provide any cure period of 30 days: | 1. Bidder seeks removal of work satisfactory as its wide enough rather link it to service deliverables . Bidder also seeks relaxation not to with hold payments for the services performed

2. Additionally, In any event of termination of this Agreement Bank shall pay Kyndryl for all the products and Services provided up to the effective date of termination, in addition pay for prepaid expenses (AMC, Subscription, support) and value of unamortized investments made by Kyndryl and any expenses Kyndryl incurs through termination.

3. Bidder clarifies Kyndryl should also have a right to terminate for for cause/ non payment with 30 days notice to Bank | No change |
| 258 | 31 | 21.1 Termination for Default: | In the event of failure of the bidder to render the services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, on payment of such services on advance basis at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is in breach of this obligation, they shall be liable for paying a penalty of an amount equivalent to 10% of the pending contract values on demand to the Bank, which may be settled from the payment of pending and future invoices or from Performance Bank Guarantee for the rest of the amount if any not claimed / settled through invoices. | Bidder seeks removal of lines marked in red | No change |

259	31	21.1 Termination for Default:	Bank may also terminate the contract anytime during its contract period, pursuant to change in guidelines issued by government / RBI and other statuary bodies affecting the Scope of Work RFP for Reconciliation defined under the contract. However, the Bank shall make outstanding payments towards all pending work orders executed by the vendor for which payment has not been made	Additionally, In any event of termination of this Agreement Bank shall pay for all the products and Services provided up to the effective date of termination, in addition pay for prepaid expenses (AMC, Subscription, support) and value of unamortized investments made by Kyndryl and any expenses Kyndryl incurs through termination.	No change
260	32	21.1 Termination for Default:	In case of termination of contract for the reasons that the services of successful bidder are not found satisfactory", the Bank shall be free to Blacklist/debar the successful bidder thereby blacklisting / debarring them from participating in future Bids/Tender processes and to invoke the Performance Bank Guarantee(s)/Security(s) given by the successful Bidder.	Bidder seeks relaxation not to debarred / blacklist	No change
261	32	21.1 Termination for Default:	Immediately upon the date of expiry or Termination of this Agreement, Bank shall have no further obligation to pay any amount for any periods commencing on or after such date.	Bidder seeks to clarify Bank shall be laible to pay for all transition services provided post termination event on advance basis	Please refer point no. 12 on page no. 27 of RFP.
262	32	21.1 Termination for Default:	The Bank reserves the right to recover any dues payable by the selected Successful Bidder from any amount outstanding to the credit of the Successful Bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.	Bidder seeks removal of ines marked in red	No change
263	32	21.2 Termination for Insolvency:	The Bank may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Vendor, 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 seeks 30 days notice for such termination Additionally, In any event of termination of this Agreement Bank shall pay Kyndryl for all the products and Services provided up to the effective date of termination, in addition pay for prepaid expenses (AMC, Subscription, support) and value of unamortized investments made by Kyndryl and any expenses Kyndryl incurs through termination.	No change

264	32	21.3 Termination for Convenience:	The Bank, by written notice of not less than 60 (Sixty) days 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 Vendor under the Contract is terminated, and the date upon which such termination becomes effective.	Additionally, In any event of termination of this Agreement Bank shall pay for all the products and Services provided up to the effective date of termination, in addition pay for prepaid expenses (AMC, Subscription, support) and value of unamortized investments made by Kyndryl and any expenses Kyndryl incurs through termination.	No change
265	33	24. TAXES	The rates quoted in Performa for Commercial offer should be inclusive of all taxes & GST. The rate of applicable GST should be informed separately in the invoice generated for supply of the product.	Prices are exclusive of taxes and should be charged at actuals, as this is outside the purview of the bidder's control.	No change
266	33	28. RENEWAL OF RATE CONTRACTS	In case it is not possible to conclude new rate contracts before the expiry of existing ones, due to some exceptional reasons, the existing rate contracts would be extended with identical terms, conditions etc., for a suitable period, with the consent of the rate contract holders. The period of such extension would generally not be more than three months	Any extention along with terms and prices shall be mutually discussed and agreed by both parties	No change
267	33	29. EXCHANGE RATE VARIATION	If the contract is extended for any period, beyond its expiry / validity, and there is any variation in exchange rates (positive & negative both), the prices shall vary accordingly. The variation will be considered will be exchange rate prevalent as on date of acceptance of Letter of Intent or the rates as on date of expiry of contract. Increase in price of any item due to exchange rate variation shall be subject to negotiation.	Any extention along with terms and prices shall be mutually discussed and agreed by both parties	No change
268	34	30. NO RIGHT TO SET OFF	In case the Bidder has any other business relationship with the Bank, no right of set-off, counter claim and cross-claim and or otherwise will be available under this empanelment to the Bidder for any payments receivable under and in accordance with that business and vise versa	Bidder suggests addition of the line in blue	No change
269	96	ANNEXURE-XI		Bidder understand it's a fixed scope deliverables hence request for a fixed price contract rather than per transaction model

Also Bidder wants to know how the HW / SW supplied if any under the model will be paid | No change |

270	120	Hardware, O/S and Database Requirement		Bidder wats to know if Hw & Sw to be provided by bidder if yes then would that be in sold to bank under bank name or has to be own by Bidder then how the payment for the same will be done ?	Please refer page no. 120 of the RFP.
271	123-126	ANNEXURE-XXIII	PENALTY CLAUSE a. penalty of 1% of Total Cost of the Project per week shall be charged or part thereof subject to maximum of 10%. Beyond that Bank may invoke the Bank Guarantee/ Blacklist the Bidder or both. In case bidder does not complete the integration within timelines, then Bank may terminatethe contract and invoke the Bank Guarantee or blacklist the bidder for a period of two years for further participation in Banks RFP or both b. Penalty for Downtime: c. Penalty for Onsite Technical Support d.Penalty for delay in reconciliation: e. Penalty for Damaging Bank's Asset Further, this penalty shall be applicable over and above the other penalties and no cap shall be applicable on penalty for compliance. These penalties shall be applicable as per guideline in force subject to change from time to time. The penalty would be calculated as on the 1st day of every month and would be subject to the cap of 50% of the billing amount for the Reconciliation activity for that particular month. This capping of penalty shall not be applicable on penalty attributed on account of account reconciliation, Non- compliance penalty and any	Bidder seeks removal of lines in red Bidder proposes below Overall LD/Penalties shall be capped at 5% of the delayed in scope deliverables/ 5% of monthly value during steady state period LD/penalties shall only be applicable if reasons are solely attributable to Bidder Bidder requests that LD once levied shall be the sole and exclusive remedy of Bank	No change
272	123-126	ANNEXURE-XXIII	Maximum Cap on penalty Maximum penalty cap shall be 50% of the monthly payment. If calculated penalty remains equal to and more than 50% for a period three consecutive months, than Bank shall terminate the contract, without any notice. This capping of penalty shall not be applicable on penalty attributed on account of account reconciliation, Non- compliance penalty and any other penalty imposed by the regulators and network service providers (i.e. NPCI, VISA and MasterCard) Every instance wherein penalties are levied up to the above capped percentage for regular two months would be considered by Bank as one of the grounds for cancellation of contract.	Bidder seeks removal of lines in red Bidder proposes below Overall LD/Penalties shall be capped at 5% of the delayed in scope deliverables/ 5% of monthly value during steady state period LD/penalties shall only be applicable if reasons are solely attributable to Bidder Bidder requests that LD once levied shall be the sole and exclusive remedy of Bank	No change

273	23	2	The bidder has to submit the source code review report to the Bank at regular intervals.	Request bank to define intervals for such review report. Generally we follow such review twice in a year	Requisite details will be shared with successful Bidder.
274	25	7	The successful bidder(s) shall has(ve) to submit Performance Bank Guarantee to Head Office amounting to 3% of the contract value within 15 days of issuance of empanelment letter/Letter of Intent & initially must be valid for a period of 15 months (1 year validity with 3 month claim period). Bidder needs to provide new Bank Guarantee one month prior to expiry of existing Bank Guarantee. Bidder will continue to provide new/renewed guarantee for the contract period.	Request bank to cosinder 1% of contract value as PBG.	No change
275	26	11	Any new customization asked by the Bank during the contract period, Bidder shall implement the same in 30 calendar days or timeline specified by the regulator such as RBI, MoF, MHA, IBA, NPCI, etc. whichever is earlier.	while we agree with the bank on regulatory requirment, however for any other customization, the implementation timeline would be discussed mutally basis the efforts and amount of change required for the CR, request bank to consider this.	No change
276			Presently, Bank is having volume of 1.04 crore transactions on daily basis and is projected to grow three times in next five years.	is this count of financial txns or all txns ? , please clearify	Bank has provided details of financial transactions.
277	28	16	Bidder shall provide these resources within one month from the date of Letter of Intent or PO raised by the Bank, however billing of these resources shall start after whole application Go-Live	We want to understand the reason for availbility of resource within 30 days while billing will start post go live? This will add cost of the resources without any activity or reason for such deployment? Request bank to re-consider deployment of resource post UAT sign off or gi live.	No change
278	28	16	In case of resignation of any resources, alternative has to be arranged atleast 45 days in advance.	Request bank to remove this because it is impossible to predict resignation or termination of the services and plan in advance?	No change
279	21	31	Excessive delay in execution of order placed by the Bank.	Since this is linked with termination of contract, request bank to defined "excessive delay" with better clearity.	Please refer to RFP.
280	21.3	32	21.3 Termination for Convenience: The Bank, by written notice of not less than 60 (Sixty) days 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 Vendor under the Contract is terminated, and the date upon which such termination becomes effective.	Request bank to consider this clause for both parties.	No change

281	23	32	23. TRAINING The successful bidder shall impart free of cost complete administration/hands-on training & for day to day operation / maintenance of offered solution to Bank's employees. Detailed Operation Manual / Job shall have to be provided covering all activities. In case, any classroom based training is required to be provided, the same shall be communicated by Bank to the bidder. The bidder has to provide such training (cover complete administration & day to day maintenance of the solution) on the request of Bank for requesting period whenever required without any cost to Bank.	Request bank to limit such training to twice in a year or share estimated training may be required by the bank to factore the cost accordingly or else please make this a chargebale activity under commercial quote.Its unfair to assume cost for such training without details.	No change
282	40	41	40. SUBCONTRACTING	we understand this wont be applicable for L1, L2 and L3 resource whereby Payroll and or hiring will be done via third party job consultant / HRM/ Outsourced companies, please clarify?	Please refer point No. 40 on page no 41 of RFP.
283	42	50	50. UPTIME	we understand that uptime will be calculated after considering exclusions, the downtime out of bidder scope of work or responsbiblity ? plese clearify	Please refer Annexure 23, page no. 126 of the RFP.
284	47	57	57. NON-EXCLUSIVITY Notwithstanding anything contained in the present Agreement, the arrangement hereby agreed between the parties, shall be on a non-exclusive basis. Bank reserves its right to appoint/engage one or more service provider(s) to provide like services concurrently or otherwise during the currency of this Agreement.	Since this is per pay txn model, the bank right to on board other vendor will impact overall RIO and business case for the bidder, we request bank to consider contract term as minimum term and bank should not engage other vendor if there is no breach of obligations by the bidder. please consider this.	No change
285	15	18. PRE-BID MEETING AND PRE-BID QUERIES		Requesting the Bank to share credentials for Bidder's to join the meeting virtually	NA
286	22	2. BACKGROUND AND PURPOSE OF THE PROJECT:	h minimum uptime of 99.99%.	Requesting the Bank to relax the minimum uptime to 99.95% which is standard practice as uptime is also dependent on bank's internal systems	No change
287	22	2. BACKGROUND AND PURPOSE OF THE PROJECT:	provide onsite manpower for managing day to day operational and technical activities.	Requesting the Bank to allow the bidders to quote the cost of onsite resources in the commercial annexure	No change
288	25	7. PERFORMANCE BANK GUARANTEE	The Service Provider shall be liable to pay penalty at the rate mentioned in Annexure-XXIII in respect of any delay beyond the permitted period in providing the Services.	Requesting the bank to add the clause stating penalty will be levied only for delays solely attributable to the service provider	No change
289	26	11. IMPLEMENTATION	Bidder should complete the Integration, testing and make the solution live in 90 days as per requirement of Bank specified in RFP from the date of FSD go ahead given by Bank.	Requesting the Bank to change the implementation timeline to be mutually agreed upon after sign off of FSD and the project plan	No change
290	27	12. PAYMENT TERMS	No advance payments shall be made.	Requesting the Bank to pay a one time setup fee in advance	No change

291	28	15. UPGRADES AND UPDATES	Bidder shall provide the software upgrade and updates on regular basis without any cost to Bank.	Only regulatory and standard ugrades to be provided to the bank without any cost but major version upgrades will be charged as CR's to the bank	No change
292	29		Timings of the resources shall be finalized as the requirement of the individual module.	Requesting the Bank to adhere and understand that resource attendace will be as per the Bidder and Bank's leave policy and Bidder to ensure servicability. Requeting the Bank to not levy any penalty for the same	No change
293	52	Annexure 3	Bidder / OEM should have at least 5 years of experience in handling Reconciliation activities in at least two Scheduled Commercial Banks (including public or Private Sector Banks) in India at the time of submission of bids. Exact period of experience (Bank wise details) should be provided. The Service provider / bidder should have successfully implemented at least ATM, UPI and IMPS reconciliation modules, for 2 years continuously in last 5 years.	Reuesting the bank to change the clause to Bidder/Bidder's subsidiary/OEM should have 5 years of experience in handling Reconciliation activities in at least two Scheduled Commercial Banks (including public or Private Sector Banks) in India at the time of submission of bids. Exact period of experience (Bank wise details) should be provided. The Service provider / bidder should have successfully implemented at least ATM, UPI and IMPS reconciliation modules, for atleast 1 year continuously in last 5 years.	No change
294	53	Annexure 3	Bidder / OEM's solution should have handled reconciliation workfor average of daily minimum 1 crore transactions. Further the Bidder should have capacity to process at least 5 Crores transactions per day.	Currently we are processing/handling more than 1 cr transactions under proposed soluton viz RECON 360 for multiple banks through a hosted services model out and we'll be able to submit a self declaration letter for the same to the bank along with PO copy for top clients. Hope that is okay. Please clarify.	Please refer point no. 5 on page no 53 of RFP.
295	53	Annexure 3	Bidder / OEM should have operating profit as per the last three Audited Balance Sheets i.e. 2021-2022, 2022-23, 2023-24.	Bidder request the bank to alter the clause to the Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 01 (one) out of last 05 (five) financial years i.e. FY_2018-19, FY_2019- 20, FY_2020-21, FY_2021-22 and FY_2022-23 Or Should have Net worth Positive for last 3 years	No change
296	61	Annexure 7	NO - LITIGATION CERTIFICATE	Requesting the Bank to consider No litigation and other CA documents already submitted ti the bank for previous RFP's	Please refer Annexure VII on page no 61 of RFP.
297	52	Annexure 3	Bidder / OEM should have at least 5 years of experience in handling Reconciliation activities in at least two Scheduled Commercial Banks (including public or Private Sector Banks) in India at the time of submission of bids. Exact period of experience (Bank wise details) should be provided. The Service provider / bidder should have successfully implemented at least ATM, UPI and IMPS reconciliation modules, for 2 years continuously in last 5 years.	Requesting the Bank to consider PO's/Email confirmations/MSA as credentials or valid proof of experience. Bank's don't always share credential letters and might not share transaction numbers with other banks	Please refer point no 4 on page no 52 of RFP.
298	65	TECHNICAL SPECIFICATION	Bidder to provide the required solution architecture, for interfacing / connecting necessary hardware, servers and the Computer hardware, OS and database required for the solution being procured. It would be verified / vetted by the Bank.	Bidder requests the Bank to confirm if the hardware will be provided by the Bank as per the BOM shared.	Please refer point no. 22 on page no. 65 of RFP.

299	64	TECHNICAL SPECIFICATION	Compliance to the recent directives of RBI, NPCI, VISA, MasterCard on harmonization of TAT in redressal of customer complaints for various digital banking products, reconciliation application bidder has to support even during holidays (All days, 24x7)	The compliance and support will be provided as per the SLA's discussed with the Bank.	No change
300	65	TECHNICAL SPECIFICATION	Requisite Monitoring Solution Tool should be provided for real time monitoring of the Reconciliation solution.		No query
301	69	Dispute Management	a. Management of complaints received through Bank's CRM within TAT. System / product's module should be capable to interface with Bank's CRM complaints.	Requesting the Bank to share the details of the CRM and also share API's for integration.	Requisite details will be shared with successful Bidder.
302	95	Functional	The list of functional specifications given above is not exhaustive and bidders must support all regulatory, network, Govt. IBA, NPCI, etc	Only regulatory changes will be made available free of cost	No change
303	96	Functional	The successful Bidder will have to ensure continual security of the software / tool provided. Any development activity for incorporating security measures will be a part of the maintenance of the application. Version upgrade of the application has to be done by the bidder and will be part of the maintenance activity.	Security measures can be provided but only regulatory. Additional requirements from the bank	No change
304	68	TECHNICAL SPECIFICATION	The application should have the feature to tag the transaction for each product as disputed/ customer complaint/ unauthorized transaction/ ombudsman. There should be separate tracking of complaints issuer / acquirer wise and also for Banking Ombudsman complaints as well.	do not understand the role of Ombudsman.Kindly clarify	Bidder /OEM has to comply with relevant guidelines on Banking Ombudsman.
305	96	Functional	Application should not have dependency on any Data base supported.	Requesting the bank to confirm if hardware will be provided by the bank and what all DB's and infra are supported by the bank.	Please refer page no 120 and 121 of RFP.
306	68	TECHNICAL SPECIFICATION	ATM performance report	Bidder requests the bank to clarify the details of the ATM performance report	Requisite details will be shared with successful Bidder.
307	114	Annexure 21	2. The Bidder shall provide IT infrastructure - Servers with OS (like Windows, Linux etc.), Database (Oracle 19c etc.), Application Server (Oracle WebLogic etc.) and Web Server (Oracle HTTP Server etc.) for Report, UAT at Data Centre, Data Centre and Disaster Recovery Site setup as per sizing required for the solution.	Bidder requests the Bank to provide the hardware or the bank to allow for the commercials to be submitted with the BOM	No change
308	114	Annexure 21	5. The project management will be done from Mumbai and implementation will be done at Mumbai.	Bidder requests the bank to change the clause that the only support team and the staff member as requested by the Bank to be based at Mumbai. Management and Implementation can be done from anywhre in India	No change

309	117	22 Escrow	The Bidder should agree to provide the source code of the complete solution or agree for Escrow arrangement in following manner	Bidder shall provide the source code of the solution customized for CBI only	Please refer clause no 22 on page no. 117 of the RFP.
310	117	22 Escrow	Cost of the escrow arrangement to be borne by the Bidder	Cost of the escrow is always borne by the Bank and the bidder can suggest the escrow vendors to the bank if required	No change
311	28	Annexure - I Terms and Conditions, Point No. 16 - Onsite Technical Support	Successful Bidder will provide L1, L2, Database Administrator and resource for operational activities who would stationed at Bank's location in Mumbai. Bidder shall provide these resources within one month from the date of Letter of Intent or PO raised by the Bank, however billing of these resources shall start after whole application Go-Live. Bank may also avail additional resources from the bidder as per contracted rate.	Kindly confirm, if bank will handle the selection processs of L1, L2, Databased administration and 1 resource as a Project manager? OR The successful bidder has to handle this selection process?	Please refer clause 16 on page no 28 and 29 of the RFP.
312	52	Annexure-III ELIGIBILITY CRITERIA OF THE BIDDER	Bidder / OEM's solution should have handled reconciliation work for an average of daily minimum 1 crore transactions. Further, the Bidder should have the capacity to process at least 5 Crores transactions per day.	Requesting the bank to consider setting the minimum transaction volume for reconciliation at approximately 15 lakhs transactions per day for a single bank. Big PSU bank like Central Bank of India is requested to support MSE level organizations and help them compete and grow.	No change
313	114	ANNEXURE-XXI Detailed scope of Work -2	The Bidder shall provide IT infrastructure - Servers with OS (like Windows, Linux etc.), Database (Oracle 19c etc.), Application Server (Oracle WebLogic etc.) and Web Server (Oracle HTTP Server etc.) for Report, UAT at Data Centre, Data Centre and Disaster Recovery Site setup as per sizing required for the solution. The successful Bidder shall be responsible for supply of application & middleware required for application and integration. DC and DR setup will function as Active / Passive. The RTO and RPO requirement for DC DR Replication will be as per Bank's policy. Application and database to have separate instance for Bank. Bidder shall be responsible for end to end implementation at DC, DR or any of the location identified by the bank, these locations, if changed, the solution be implemented accordingly by bidder at no extra cost to the Bank.	Bank to share the policies regarding RTO/RPO and data retention	Requisite details will be shared with successful Bidder.
314	114	ANNEXURE-XXI Detailed Scope of work, Point No. 6	The bidder should develop and submit a detailed project implementation plan indicating milestones and deliverables to Bank.	Does the bank require a tentative project plan along with RFP response or only by successful bidder?	Please refer checklist on page no. 147 and 148 of the RFP.
315	115	ANNEXURE-XXI - Detailed Scope of work, Point No. 10	NON-CARD DIGITAL PAYMENTS etc. - Digital Lending/ Recovery - PAPL, DIGTAL LENDING, DIGITAL LOAN PAYMENTS, DIGITAL OTS PAYMENTS, NADL, NeSL, etc.	Bank to confirm the logs and file format available for reconciling these transactions.	Requisite details will be shared with successful Bidder.

316	116	ANNEXURE-XXI - Detailed Scope of work, Point No. 10	Others - NACH, e-NACH, DDM (Direct Debit Mandate), CBDC, Fastag, IPO, Reward points, Cash back, GL A/C reconciliation (Pool/Adjustment, Settlement, Income and Expenses Accounts, etc.)	Bank to confirm the logs and file format available for reconciling these transactions.	Requisite details will be shared with successful Bidder.
317	116	ANNEXURE-XXI - Detailed Scope of work, Point No. 9	9 - The bidder in their proposal should provide details regarding Database Design, Data Dictionary, Table Structure, Application Programming Interface etc. to give the Bank, sufficient insight on working of the application or software. System should have maximum automation and minimum human intervention mechanism based on AI / ML / Robotics etc.	Proposed database structure i.e databased design, data dictionary, table structure, APIs etc will be furnished along with implementation plan post gap analysis and BRD finalization	Please refer checklist on page no. 147 and 148 of the RFP.
318	117	ANNEXURE-XXI - Detailed Scope of Work Point No. 22 Escrow Arrangement	The Bidder should agree to provide the source code of the complete solution or agree for Escrow arrangement	Kindly confirm, if the cost of Escrow arrangements will be borne by the bank or do we need to quote the same in commercial bid	Please refer point no 22 on page no 117 of RFP.
319	52	Annexure III - Eligibility Criteria 2	The Bidder / OEM must have registered an average annual turnover of Rs. 50 crore or more of last three financial years i.e. 2021-2022, 2022-23, 2023-24. (Not inclusive of the turnover of associate companies).	Given that young startups operate on a high-efficiency, technology-driven model and capable startups who have the ability to meet the RFP specifications will not be eligible to participate due to this criteria, it is requested that waiver be granted for DPIIT registered startups in line with the other PSU RFPs for similar scope of work	No change
320	52	Annexure III - Eligibility Criteria 3	Bidder / OEM should have operating profit as per the last three Audited Balance Sheets i.e. 2021- 2022, 2022-23, 2023-24.	It is requested that waiver be given to DPIIT registered startups on the operating profit criteria. It is requested that startups with positive net worth and strong investor backing be considered eligible.	No change
321	52	Annexure III - Eligibility Criteria 4	Bidder / OEM should have at least 5 years of experience in handling Reconciliation activities in at least two Scheduled Commercial Banks (including public or Private Sector Banks) in India at the time of submission of bids. Exact period of experience (Bank wise details) should be provided. The Service provider / bidder should have successfully implemented at least ATM, UPI and IMPS reconciliation modules, for 2 years continuously in last 5 years.	It is requested that the bank consider DPIIT registered startups with purchase order from at least two scheduled commercials bank including one major PSU in the last two years with two years of similar experience as an alternative criterion. This will help in young startups who have the capability and the requsite team to participate in the RFP.	No change
322	53	Annexure III - Eligibility Criteria 5	Bidder / OEM's solution should have handled reconciliation work for average of daily minimum 1 crore transactions. Further the Bidder should have capacity to process at least 5 Crores transactions per day.	Similar PSU Banks which have an average daily minimum 3 crore transactions have given a relaxation to startups processing atleast average daily transactions of 50 lacs. It is requested that Bidders who have handled reconciliation work for average of daily minimum 50 lakh transactions and capacity to process 5 crore transactions per day to be eligible to participate in the RFP.	No change

323	26	11. Implemenation	Bidder shall submit finalize FSD (Functional Specification Document) with detailed activity schedule chart with timelines. FSD (Functional Specification Document) should be prepared and concluded within 30 days (including the time required by Bank team for Sign-off) from the date of issuance of Letter of Intent (LoI). Bidder should complete the Integration, testing and make the solution live in 90 days as per requirement of Bank specified in RFP from the date of FSD go ahead given by Bank.	Please add timeline for hardware delivery & installation for 12 weeks	No change
324	26	11. Implemenation	Bidder shall submit finalize FSD (Functional Specification Document) with detailed activity schedule chart with timelines. FSD (Functional Specification Document) should be prepared and concluded within 30 days (including the time required by Bank team for Sign-off) from the date of issuance of Letter of Intent (LoI). Bidder should complete the Integration, testing and make the solution live in 90 days as per requirement of Bank specified in RFP from the date of FSD go ahead given by Bank.	Please change from 90 days to 120 days	No change
325	96	ANNEXURE-XI		As hardware needs to be installed onprem, please add separate commercial for Infra	No change
326	30	20. LIQUIDATED DAMAGES	Both, Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. The penalty is for delay of performance and not for termination, whereas the liquidated damages are applicable only on event of termination on default.	Suggest deletion of this clause: Both, Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. The penalty is for delay of performance and not for termination, whereas the liquidated damages are applicable only on event of termination on default.	No change
327	30	20. LIQUIDATED DAMAGES	If the Service Provider fails to deliver and perform any or all the Services within the stipulated time schedule as specified in this Agreement, Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 1% of total Project Cost for delay of each week or part thereof maximum up to 10% of total Project Cost. Once the maximum deduction (10% of Project Cost) is reached, Bank may consider termination of the Agreement.	Suggest revision of this clause: If the Service Provider fails to deliver and perform any or all the Services within the stipulated time schedule as specified in this Agreement, Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.2% of the delayed component for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction (5% of Project Cost) is reached, Bank may consider termination of the Agreement.	No change

328	31	21.1 Termination for Default:	In the event of failure of the bidder to render the services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is in breach of this obligation, they shall be liable for paying a penalty of an amount equivalent to 10% of the pending contract values on demand to the Bank, which may be settled from the payment of pending and future invoices or from Performance Bank Guarantee for the rest of the amount if any not claimed / settled through invoices.	Suggest revision of this clause: In the event of failure of the bidder to render the services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is in breach of this obligation, they shall be liable for paying a penalty of an amount equivalent to 10% of the pending contract values on demand to the Bank, which may be settled from the payment of pending and future invoices or from Performance Bank Guarantee for the rest of the amount if any not claimed / settled through invoices.	No change
329	32	21.1 Termination for Default:	Notwithstanding anything contained in the RFP, the Bank reserves the right to terminate the contact at any time without assigning any reasons.	Suggest deletion of this clause: Notwithstanding anything contained in the RFP, the Bank reserves the right to terminate the contact at any time without assigning any reasons.	No change

330	41	39. LIMITATION OF LIABILITY	Bidder's aggregate liability including the reputational loss under the contract shall be limited to a maximum of the contract value. In the following circumstances limitation of liability shall not apply and the bidder shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the Bank: 1. Breach of the confidentiality terms. 2. Liability for an infringement of a third party's IPR by the bidder. 3. Employment liabilities for bidder's staff relating to the period of their employment with in contractual period while working with the Bank. 4. Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc. 5. Liability of the Vendor in case of gross negligence or willful misconduct attributable to the Vendor while providing services under this Agreement. 6. Liability of the Vendor in case of fraudulent acts or willful misrepresentation attributable to the Vendor regarding the services provided under this Agreement. 7. Bodily injury (including Death) and damage to real property and tangible property caused by successful bidder/s' gross negligence.	Bidder's aggregate liability including the reputational loss under the contract shall be limited to a maximum of the contract value ("General Liability Cap") . In the following circumstances limitation of liability shall not apply and the bidder shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the Bank: 1. Breach of the confidentiality terms (provided that claims for data breach shall be as per General Liability Cap) . 2. Liability for an infringement of a third party's IPR by the bidder. 3. Employment liabilities for bidder's staff relating to the period of their employment with in contractual period while working with t (he Bank. 4. Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc. 5. Liability of the Vendor in case of gross negligence or willful misconduct attributable to the Vendor while providing services under this Agreement. 6. Liability of the Vendor in case of fraudulent acts or willful misrepresentation attributable to the Vendor regarding the services provided under this Agreement. 7. Bodily injury (including Death) and damage to real property and tangible property caused by successful bidder/s' gross negligence.	No change
331	45	55. INDEMNITY	The bidder assumes responsibility for and shall indemnify and keep the Bank harmless at all times from all liabilities, claims, costs, expenses, taxes including GST and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation, negligence or/and misconduct under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilized by the bidder or bidders in connection with the performance of any system covered by the purchase contract/SLA.	Suggest revision of this clause: The bidder assumes responsibility for and shall indemnify and keep the Bank harmless at all times from all liabilities, claims, costs, expenses, taxes including GST and assessments including penalties, punitive damages, reasonble attorney's fees and court costs which are or may be required to be paid by reasons of negligence or/and misconduct under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilized by the bidder or bidders in connection with the performance of any system covered by the purchase contract/SLA.	No change

332	46	55. INDEMNITY	1. Service Provider agrees and hereby keeps the Bank indemnified and harmless at all times against all claims, actions, loss, damages, costs, expenses, charges, legal expenses (Attorney, Advocates fees included), etc. which the Bank may suffer or incur on account of any deficiency in Services rendered by Service Provider or breach of any obligations mentioned in RFP, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors, etc. of Service Provider. Service Provider agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on the Service Provider.	Suggest deletion of this clause: 1. Service Provider agrees and hereby keeps the Bank indemnified and harmless at all times against all claims, actions, loss, damages, costs, expenses, charges, legal expenses (Attorney, Advocates fees included), etc. which the Bank may suffer or incur on account of any deficiency in Services rendered by Service Provider or breach of any obligations mentioned in RFP, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors, etc. of Service Provider. Service Provider agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on the Service Provider.	No change
333	46	55. INDEMNITY	The bidder assumes responsibility for and shall indemnify and keep the Bank harmless at all times from all liabilities, claims, costs, expenses, taxes including GST and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation, negligence or/and misconduct under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilized by the bidder or bidders in connection with the performance of any system covered by the purchase contract.	Suggest revision of this clause: The bidder assumes responsibility for and shall indemnify and keep the Bank harmless at all times from all liabilities, claims, costs, expenses, taxes including GST and assessments including penalties, punitive damages, reasonable attorney's fees and court costs which are or may be required to be paid by reasons of negligence or/and misconduct under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilized by the bidder or bidders in connection with the performance of any system covered by the purchase contract.	No change
334	123	ANNEXURE-XXIII Maximum Cap on penalty		Suggest revision of the maximum cap on penalty Notwithstanding anything contained under this Agreement, maximum aggregate deduction of SLA and Service Credit Amount and penalties shall be capped at 5% of Qty invoice value.	No change

335	27	13. BUSINESS CONTINUITY PLAN	Bidder shall provide the reconciliation solution at DC (Mumbai) & DR (Hyderabad) location of Bank. Bidder shall be responsible for integration of both DC and DR set up. Bidder shall conduct the DR Drill atleast once in a quarter or time decided by Bank and provide the RPO and RTO time to Bank with detailed drill activity. In case of DC failure, if bidder DR set up is not ready to provide services to Bank, then Bank may terminate the contract with immediate effect and invoke the Bank Guarantee/Blacklist the bidder for a period of three years for further participation or both	Please clarify if Bank will provide the IT infrastructure as per specifications of the bidder/OEM or bidder has to supply and install the same?	Please refer Annexure XXI of RFP.
336	114	ANNEXURE-XXI Scope of Work Detailed Scope of Work	2. The Bidder shall provide IT infrastructure - Servers with OS (like Windows, Linux etc.), Database (Oracle 19c etc.), Application Server (Oracle WebLogic etc.) and Web Server (Oracle HTTP Server etc.) for Report, UAT at Data Centre, Data Centre and Disaster Recovery Site setup as per sizing required for the solution. The successful Bidder shall be responsible for supply of application & middleware required for application and integration. DC and DR setup will function as Active / Passive. The RTO and RPO requirement for DC DR Replication will be as per Bank's policy. Application and database to have separate instance for Bank. Bidder shall be responsible for end to end implementation at DC, DR or any of the location identified by the bank, these locations, if changed, the solution be implemented accordingly by bidder at no extra cost to the Bank. 3. The Bidder/OEM shall provide IT infrastructure site setup with proprietary license for all its servers, applications, software, database, OS, etc. Bidder/OEM shall not provide any freeware/outsourced application, software, OS, database, etc. without proper license support. 4. Bidder/OEM shall provide the facility wherein DC and DR can function alternate week or as per requirement of the Bank.	Please clarify if Bank will provide the IT infrastructure as per specifications of the bidder/OEM or bidder has to supply and install the same?	Please refer Annexure XXI of RFP.

337	117	22. ESCROW ARRANGEMENT	25. Bidder to factor the license cost of the solution for all the modules in the scope for UAT as well as production including DC and DR. 26. Bidder should have an escalation and support matrix for timely resolution of system complaints. 27. Bidder should provide end to end set up of Production (DC), DR, Report Server (MIS Server), UAT (User Acceptance Test) cum Development setups. UAT setup shall be near replica of the production setup at all times. 28. Bidder shall be responsible for proper sizing and requisite implementation of solution at DC & DR Site of Bank with fail-over provision.	Please clarify if Bank will provide the IT infrastructure as per specifications of the bidder/OEM or bidder has to supply and install the same?	Please refer Annexure XXI of RFP.
338	120	Hardware, O/S and Database Requirement	Hardware, O/S and Database Requirement 1. Hardware, O/S and Database Requirement, says: Bidder shall provide Servers with OS (like Windows, Linux etc.), Database (Oracle 19c etc.), Application Server (Oracle Weblogic etc.) and Web Server (Oracle HTTP Server etc.). 2. The bidder shall arrange licensed copy of the software/application without any additional cost to the bank. 3. The bidder should provide required hardware/end to end set up with the following indicative volumes of transactions, for Primary (DC) and DR site. Network wise indicative transaction taking place per quarter for Bank is as under:	Please clarify if Bank will provide the IT infrastructure as per specifications of the bidder/OEM or bidder has to supply and install the same?	Please refer page no. 120 of the RFP.

339	120	Hardware, O/S and Database Requirement	4. The following considerations need to be taken by the successful bidder for hardware installation: a) The hardware is to be configured in HA mode (high availability) at both DC and DR along with a UAT and MIS setup at DC. The DR setup should be exact replica of the DC setup. The hardware must include Application server(s) (at both DC and DR), Database server(s) (at both DC and DR), Web server(s) – (at both DC and DR), Server(s) for development and testing environment (only at DC), SAN storage volume at both DC & DR, any other hardware component required as part of the solution. The sizing needs to be done based on Bank's requirements and scalability. b) Compliance to specifications mentioned in the RFP and any regulatory or statutory requirement. 5. The Bidder shall be responsible that the hardware deployed for the Solution is adequate to fulfil Banks requirement and is as per the Industry best practices.	Please clarify if Bank will provide the IT infrastructure as per specifications of the bidder/OEM or bidder has to supply and install the same?	Please refer page no. 120 of the RFP.
340	135	ANNEXURE- XXVII	ub: Hardware and Other Components Detail	Please clarify if Bank will provide the IT infrastructure as per specifications of the bidder/OEM or bidder has to supply and install the same?	Please refer page no. 120 of the RFP.
341	52	4	Bidder / OEM should have at least 5 years of experience in handling Reconciliation activities in at least two Scheduled Commercial Banks (including public or Private Sector Banks) in India at the time of submission of bids. Exact period of experience (Bank wise details) should be provided. The Service provider / bidder should have successfully implemented at least ATM, UPI and IMPS reconciliation modules, for 2 years continuously in last 5 years.	We have strong expertise in transaction processing and have deployed our Reconciliation solution,dispute management in various scheduled Co-operative banks in India and also deployed in public sector banks abroad. Hence we request bank to ammend this eligibility criteria as - "Bidder / OEM should have at least 5 years of experience in handling Reconciliation activities in at least one Scheduled Commercial Banks (including public or Private Sector Banks) in India or aborad at the time of submission of bids. Exact period of experience (Bank wise details) should be provided. The Service provider / bidder should have successfully implemented at least ATM, UPI and IMPS reconciliation modules, for 2 years continuously in last 5 years.."	No change

342	53	5	Bidder / OEM's solution should have handled reconciliation work for average of daily minimum 1 crore transactions. Further the Bidder should have capacity to process at least 5 Crores transactions per day.	We work with various banks in India and assist them with capacity planning and regression testing. Our Reconciliation solution has been tested to support up to 2 crore transactions per day on our internal benchmarking system. The solution is scalable up to 5 crore transactions per day, depending on the hardware configuration. Please consider our benchmarking experience in meeting this criterion.	No change
343	52	Annexure-III (ELIGIBILITY CRITERIA OF THE BIDDER)	The Bidder / OEM must have registered an average annual turnover of Rs. 50 crore or more of last three financial years i.e. 2021-2022, 2022-23, 2023-24. (Not inclusive of the turnover of associate companies).	We are Registered under the MSE category & holding NSIC Certification therefore requested for relaxation.	No change
344	52	Annexure-III (ELIGIBILITY CRITERIA OF THE BIDDER)	Bidder / OEM should have at least 5 years of experience in handling Reconciliation activities in at least two Scheduled Commercial Banks (including public or Private Sector Banks) in India at the time of submission of bids. Exact period of experience (Bank wise details) should be provided. The Service provider / bidder should have successfully implemented at least ATM, UPI and IMPS reconciliation modules, for 2 years continuously in last 5 years.	Implemented the Solution in 18 nos. of Urban Co-Operative Banks. As per RBI-DPSS, Reconciliation guideline are same for all Banking organization (PSU Banks, Commercial Banks,RRB,State Co-Op Banks, DCCB etc.) therefore requested for relaxation.	No change
345	52	Annexure-III (ELIGIBILITY CRITERIA OF THE BIDDER)	Bidder / OEM's solution should have handled reconciliation work for average of daily minimum 1 crore transactions. Further the Bidder should have capacity to process at least 5 Crores transactions per day.	Our application developed and tested using Enterprise version Database(MS Sql) and have capability to handle One Crore and above transaction per day subjected to proposed HW requirement. Request to consider the same.	No change
346	53	Annexure-III (ELIGIBILITY CRITERIA OF THE BIDDER)	OEM solution should have a valid PCIDSS/PADSS or equivalent certificate. If OEM do not have certificate, then OEM should provide undertaking that solution is PCIDSS/PADSS compliant and valid PCIDSS/PADSS certificate will be provided within three months from the date of letter of intent. If bidder fails to provide the PCIDSS/PADSS certificate, then Bank will terminate the contract and blacklist the bidder for five years. Bank will only release the one-time implementation cost payment, once bidder submit the PADSS/PCIDSS certificate to Bank. Along with PCIDSS/PADSS certificate, Bidder needs to share ISO 9000/9001 or ISO/IEC 27001 certificate.	As per our understanding PCI/DSS & PA/DSS cerification required for Switching/Payment gateway provider	No change