

**Pre Bid queries response for RFP Reference for NTB/PRIORITY/FI/2022/02/012, Supply, Implemenatation, Integration and Maintainace of End To End Financial Inclusion Solution published on 09.02.2022**

Sr. No	Page No./ Section No.	Clause No.	Reference/ Subject	Clarification Sought	Response by Bank
1	Page no. 25, 4.31. Evaluation of Eligibility Criteria	9	The Bidder should have implemented end to end Financial Inclusion solution in at least one Scheduled Commercial Bank / RRBs / Public Sector Bank in India	We request bank to consider, The Bidder and OEM should have implemented end to end Financial Inclusion solution in at least one Scheduled Commercial Bank / RRBs / Public Sector Bank/BFSI in India.  We also request bank to consider OEM's implementation experience along with the bidder experience.	Refer to corrigendum
2	Page no. 38, Section III: Detailed Scope of Work	12	Proposed end to end FI solution environment should be PA-DSS certified. It is bidder's responsibility to get it certified. Further, the selected vendor will be responsible to incorporate the necessary changes time to time required for certification of PA-DSS and any other certification required without any extra cost to the Bank.	We request bank to consider, " Proposed end to end FI solution environment should be PA-DSS certified. It is bidder's responsibility to get it certified. Further, the selected vendor will be responsible to incorporate the necessary changes time to time required for certification of PA-DSS and any other certification required at the mutually agreed commercials based on the efforts involved and Bank would be responsible to pay all the certification charges towards the PADSS certification.	Refer to corrigendum. It's selected Bidder responsibility to incorporate the necessary changes time to time required for certification of PA-DSS. Further, if any other certification is required later (after onboarding) under regulatory compliance, the same will mutually agreed.
3	Page no. 38, Section III: Detailed Scope of Work	15	Any customization of the proposed solution, support to RD services and E-KYC, Biometric Software and any other infrastructure inclusive of reports has to be carried out during contract period will be done at no additional cost and a re-testing of the solution should be done before implementation.	We request bank to consider, Any customization of the proposed solution, support to RD services and E-KYC, Biometric Software and any other infrastructure inclusive of reports has to be carried out during contract period will be done at the mutually agreed commercials based on the efforts involved towards the same and a re-testing of the solution should be done before implementation.  this an open ended point.	Refer to corrigendum. After UAT, if any customization is required, the same will mutually agreed.

4	Page no. 39, Section III: Detailed Scope of Work	21	Bidder should give commitment (on company letter head) to customize/modify FI solution to meet the requirement as per DFS/RBI/IBA/NPCI/UIDAI requirement within a defined time period from the date of issuance of such customization/modifications or earlier, depending upon the level of customization/modification prescribed by the said authorities. Further, Bidder should also give commitment (on company letter head) to modify/change the end to end FI solution to meet the minor changes as per Bank requirement within a maximum period of one (1) week from the date of issuance of such requirement or earlier, without any additional cost to the Bank. However, in case of major changes or new product, customizations should be done within stipulated time and resources, which will be decided mutually on case to case to basis. Cost for rest of the changes will be decided on time and material basis as per the Bank Functional point analysis procedures (including testing etc.). Bank shall consider Minor change as change wherein per man days are 10 or less as FPA approved by Bank.	We request bank to consider, Bidder should give commitment (on company letter head) to customize/modify FI solution to meet the requirement as per DFS/RBI/IBA/NPCI/UIDAI requirement within a defined time period from the date of issuance of such customization/modifications or earlier, depending upon the level of customization/modification prescribed by the said authorities at the mutually agreed commercials based on the efforts involved towards the same. Further, Bidder should also give commitment (on company letter head) to modify/change the end to end FI solution to meet the minor changes as per Bank requirement within a reasonable time from the date of issuance of such requirement or earlier, at the mutually agreed commercials based on the efforts involved towards such changes. However, in case of major changes or new product, customizations should be done within stipulated time and resources, which will be decided mutually on case to case to basis. Cost for rest of the changes will be decided on time and material basis as per the Bank Functional point analysis procedures (including testing etc.)"	Refer to corrigendum. After UAT, if any customization is required, the same will be on mutually agreed terms.
5	Page no. 45, Section III: Detailed Scope of Work	11	Time, being an essential feature of the contract, the selected bidder is expected to successfully implement the solution proposed and generate all reports as prescribed by Bank within 16 weeks from the date of acceptance of Purchase Order. The priority of reports will be decided by Bank and will be conveyed to the successful bidder.	We request bank to consider, Time, being an essential feature of the contract, the selected bidder is expected to successfully implement the solution proposed and generate all reports as prescribed by Bank within 32 weeks from the date of acceptance of Purchase Order. The priority of reports will be decided by Bank and will be conveyed to the successful bidder. as the scope includes procurement and deployment of the hardware in the banks DC DR 16 weeks time line would be very stringent on the bidders part.	The clause will remain same as per RFP
6	Page no. 45, Section III: Detailed Scope of Work	18	Reconciliation reports for day to day reconciliation of interbank transactions (AEPS, PIN based card, as required by Bank. The solution should accept input from CBS/NPCI/other third party vendor and provide the list of missing transactions to concern team of the Bank	We request bank to provide the required data i.e. CBS File, Switch File, AEPS Files, Micro ATM EJ Files etc. in bidders format and report would be provided on daily basis.	Bank will provide NPCI settlement files. However, selected bidder has to provide FI Application reconciliation report /file. (File format will be shared to selected bidder, later on).

7	Scope of RFP in brief is mentioned below:		The objective of this RFP envisages an end-to-end comprehensive solution for Implementation of Door Step Banking- Financial Inclusion Services Project, which includes Customer on- Boarding with and without (e KYC), Aadhaar Enabled Payment System (AePS) & card based transactions, social security scheme enrollments, which includes procurement of perpetual license & Supply, Installation, Implementation, Integration, Maintenance and support of the software and other components required which can be delivered through PC/Laptop/Tablet / Kiosk / Handheld device (POS) channels, along with parameterization, verifying data quality, user acceptance testing, documentation, training, knowledge transfer and support (hereinafter referred to as "solution")	We request bank to consider paying any statutory regulatory charges if any during the contract period	Refer to corrigendum
8	Scope of RFP in brief is mentioned below:		The objective of this RFP envisages an end-to-end comprehensive solution for Implementation of Door Step Banking- Financial Inclusion Services Project, which includes Customer on- Boarding with and without (e KYC), Aadhaar Enabled Payment System (AePS) & card based transactions, social security scheme enrollments, which includes procurement of perpetual license & Supply, Installation, Implementation, Integration, Maintenance and support of the software and other components required which can be delivered through PC/Laptop/Tablet / Kiosk / Handheld device (POS) channels, along with parameterization, verifying data quality, user acceptance testing, documentation, training, knowledge transfer and support (hereinafter referred to as "solution")	We request bank to procure required front end device with the required front end device application integration with the proposed FI solution would be the device vendors responsibility.	Refer to corrigendum. Bank / BC Service provider will procure the front end devices. However integration of Front end devices with FI application will be responsibility of selected bidder, Bank will coordinate with Front end OEM for necessary support Services towards integration with FI Application.
9			The proposed solution should be scalable so as to support Proposed Finacle 10x CBS applications to be used by Bank or be capable to integrate other Bank's Projects in the future as Bank may go for up-gradation, at a later date.	We request bank to consider, "The proposed solution should be scalable so as to support Proposed Finacle 10x CBS applications to be used by Bank or be capable to integrate other Bank's Projects in the future as Bank may go for up-gradation, at a later date at the mutually agreed commercials based on the efforts involved towards the same."	Refer to corrigendum.This point will be discussed with successful bidder
10	General	General		We request bank to provide clarity if the bidder needs to provide the required hardware in banks DC & DR, if yes request bank to clarify if the solution would be deployed in HA in both the environments DC & DR of the bank	Bank is looking for complete hosted solution.
11	General	General		We request bank to provide racks, cabling ,network equipments, security equipments as per banks policy in DC & DR	Bank is looking for complete hosted solution .

12	Scope of RFP in brief is mentioned below:	11	The broad scope of work for End to End Financial Inclusion solution is given in the 'Scope of work' section, wherein the selected bidder has to provide necessary system to enable implementation of financial inclusion services, including all additional middleware as required by the offered solution, application software and all related components, complete interface with Finacle 10.X CBS solution and other applications implementation and ongoing support services. This is an end to end solution and all the items required for making the application operational should be considered by the bidder, even if the same is not explicitly mentioned in this RFP document.	We request bank to provide the required support from the banks vendor side for implementaion and integartion of the proposed solution. We request bank to provide list of the systems to be integrated withe proposed solution. Any integrations with the proposed solution after finalization of the SRS would be at the mutually agreed commercials based on the efforts involved.	Bank / CBS vendor will provide the required support towards implementation and integration of the proposed solution. Communication between Applications will be API based. Any integrations with the proposed solution after finalization of the SRS would be mutually agreed.
13	Page no., 27, B. BIDDER's/OEM's Capability &Experience	3	BIDDER/OEM should have at least 3 years of experience in providing proposed solution with respect to End to End Financial Inclusion Solution in Commercial Bank/RRB/Public Sector Banks in India <input type="checkbox"/> More than 7 years – 10 Marks <input type="checkbox"/> Between 5 to 7 years -7 Marks <input type="checkbox"/> Less than 5 years – 5 Marks	We request bank to consider, "BIDDER/OEM should have at least 3 years of experience in providing proposed solution with respect to End to End Financial Inclusion Solution in Commercial Bank/RRB/Public Sector Banks in India <input type="checkbox"/> More than 5 years – 10 Marks <input type="checkbox"/> Between 3 to 5 years -7 Marks <input type="checkbox"/> 3 years – 5 Marks "	The clause will remain same as per RFP
14	Page no. - 29 ,C. Technical Presentation	2	Direct orders from end customers shall be considered	We request bank to remove the mentioned point	The clause will remain same as per RFP
15	Page no. 31, 4.34. Final Bid Evaluation (Techno commercial bid):		If the bidder backs out after being declared as selected bidder, it will be declared a defaulting bidder and EMD of such defaulting bidder will be forfeited and THE NAINITAL BANK LTD. reserves right to blacklist such organization for next three years from participating in any THE NAINITAL BANK LTD. Tender. In such case the detailed commercial bid of next ranked techno commercial bidder will be evaluated,	We request bank to remove the mentioned point	The clause will remain same as per RFP
16	Page no.31 , 4.35. Bank's Right to Vary Scope of Contract at the time of Award	4.35	The Bank may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified.	We request bank to remove the mentioned point	The clause will remain same as per RFP

17	Page no.31 , 4.35. Bank's Right to Vary Scope of Contract at the time of Award	4.35	If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, as decided by the bank and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause (Clause 4.35) must be asserted within thirty (30) days from the date of the Bidder's receipt of the Bank's changed order	We request bank to consider, " If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, as decided by the bank and the bidder at the mutually agreed terms, Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause (Clause 4.35) must be asserted within thirty (30) days from the date of the Bidder's receipt of the Bank's changed order"	The clause will remain same as per RFP
18	Page no. 32, 4.38. Award of Contract	4.38	The contract period will be commencing from the date of signing of contract and will be valid for 5 years from the date of Go-Live of End to end financial inclusion solution. THE NAINITAL BANK LTD. reserves the right to extend the contract for further period of five years.	We request bank to consider, "The contract period will be commencing from the date of signing of contract and will be validfor 5 years from the date of Go-Live of End to end financial inclusion solution. THE NAINITAL BANK LTD. reserves the right to extend the contract for further period of five years at the mutually ageed terms and conditions."	The clause will remain same as per RFP.
19	Page no. 33, 4.38. Award of Contract	4.38	Keeping in view the project commitment, The Nainital Bank Ltd. reserves the right to ask the bidder to add new features/ process or modify the existing solution to take care the service delivery for matching the project requirements as and when required	We request bank to consider, " Keeping in view the project commitment, The Nainital Bank Ltd. reserves the right to ask the bidder to add new features/ process or modify the existing solution to take care the service delivery for matching the project requirements as and when required at the mutually agreed commercials based on the efforts involved for the same."	This point will be discussed with successful bidder
20	Page no. 38, Section III: Detailed Scope of Work	8	The proposed solution should be scalable so as to support Proposed Finacle 10x CBS applications to be used by Bank or be capable to integrate other Bank's Projects in the future as Bank may go for up-gradation, at a later date.	We request bank to consider, " The proposed solution should be scalable so as to support Proposed Finacle 10x CBS applications to be used by Bank or be capable to integrate other Bank's Projects in the future as Bank may go for up-gradation, at a later date at the mutually agreed commercials based on the efforts involved."	Refer to corrigendum.This point will be discussed with successful bidder
21	Page no. 38, Section III: Detailed Scope of Work	9	The selected bidder has to provide the necessary system to enable implementation of end to end- Financial Inclusion Services through PC/Laptop/Tablet / Kiosk / Handheld device (POS) channels at Front End Application. This is an end to end project and all the items required for making the application operational should be considered by the bidder, even if the same is not explicitly mentioned in this RFP document.	We request bank to procure required front end device with the required front end device application integration with the proposed FI solution would be the device vendors responsibility.	Bank / BC Service provider will procure the front end devices. However integration of Front end devices with FI application will be responsibility of selected bidder, Bank will coordinate with Front end OEM for necessary support Services towards ingeration with FI Application.
22	Page no. 38, Section III: Detailed Scope of Work	10	Bidder should integrate the End to End FI solution with Bank's Core Banking Solution (CBS), ATM Switch, MIS, Mobile Banking, Aadhaar and other systems if any as well as with NPCI/UIDAI and/or any other Govt. organization as required by Bank. Bidder should also extend necessary compatibility support in the end to end FI solution for any version upgradation of the above entities.	We request bank to consider,"Bidder should integrate the End to End FI solution with Bank's Core Banking Solution (CBS), ATM Switch, MIS, Mobile Banking, Aadhaar and other systems if any as well as with NPCI/UIDAI and/or any other Govt. organization as required by Bank. Bidder should also extend necessary compatibility support in the end to end FI solution for any version upgradation of the above entities at the mutually agreed timeframe at the mutually agrees commercials based on the efforts involved."	The clause will remain same as per RFP

23	Page no. 38, Section III: Detailed Scope of Work	13	Bidder has to support for Audit conducted by internal / external auditors and comply the observations made by auditor without any additional cost within 15 days for the application related changes and for Hardware related changes within 30 days.	We request bank to consider, " Bidder has to support for Audit conducted by internal / external auditors and comply the observations made by auditor at the mutually agreed cost based on the efforts involved within mutually agreed time frame for the application related changes and for Hardware related changes within mutually agreed time frame."	Refer to corrigendum
24	Page no. 39, Section III: Detailed Scope of Work	19	Bidder should ensure the smooth migration of complete data setup of existing FI solution and transition from Bank's existing FI solution to proposed end to end FI solution without any extra cost to the Bank.	We request bank to provide required data from the existing vendors including CBS vendor in the format provided by the successful bidder.	Refer to corrigendum. Clause treated as deleted.
25	Page no. 39, Section III: Detailed Scope of Work	20	Bidder should ensure that the proposed software applications should meet the current guidelines & / or standards issued by DFS/RBI/IBA/NPCI/UIDAI/IDRBT etc., for implementation of Financial Inclusion initiatives and should continue to comply with any new initiatives/amendments/changes made to these standards by the above referred authorities, without any additional cost to the Bank.	We request bank to consider, " Bidder should ensure that the proposed software applications should meet the current guidelines & / or standards issued by DFS/RBI/IBA/NPCI/UIDAI/IDRBT etc., for implementation of Financial Inclusion initiatives and should continue to comply with any new initiatives/amendments/changes made to these standards by the above referred authorities at the mutually agreed commercials and terms based on the efforts involved."	The clause will remain same as per RFP. All regulatory changes or requirements after UAT will be on mutually agreed terms.
26	Page no. 39, Section III: Detailed Scope of Work	21	Bidder should give commitment (on company letter head) to customize/modify FI solution to meet the requirement as per DFS/RBI/IBA/NPCI/UIDAI requirement within a defined time period from the date of issuance of such customization/modifications or earlier, depending upon the level of customization/modification prescribed by the said authorities. Further, Bidder should also give commitment (on company letter head) to modify/change the end to end FI solution to meet the minor changes as per Bank requirement within a maximum period of one (1) week from the date of issuance of such requirement or earlier, without any additional cost to the Bank. However, in case of major changes or new product, customization should be done within stipulated time and resources, which will be decided mutually on case to case to basis. Cost for rest of the changes will be decided on time and material basis as per the Bank Functional point analysis procedures (including testing etc.). Bank shall consider Minor change as change wherein per man days are 10 or less as FPA approved by Bank.	We request bank to consider, " Bidder should give commitment (on company letter head) to customize/modify FI solution to meet the requirement as per DFS/RBI/IBA/NPCI/UIDAI requirement within a defined time period from the date of issuance of such customization/modifications or earlier, depending upon the level of customization/modification prescribed by the said authorities at the mutually agreed commercials based on the efforts involved . Further, Bidder should also give commitment (on company letter head) to modify/change the end to end FI solution to meet the minor changes as per Bank requirement within a mutually agreed time frame from the date of issuance of such requirement or earlier, at the mutually agreed commercials based on the efforts involved. However, in case of major changes or new product, customization should be done within stipulated time and resources, which will be decided mutually on case to case to basis. Cost for rest of the changes will be decided on time and material basis as per the Bank Functional point analysis procedures (including testing etc.)."	Refer to corrigendum. After UAT, if any customization is required, the same will be on mutually agreed terms.

27	Page no. 40, Section III: Detailed Scope of Work	23	Bidder should ensure functioning of all application software functionalities and related features across micro ATMs. Go live date will be deemed as the date when implementation of FI solution has been completed and integrated the end to end FI solution with Bank's Core Banking Solution (CBS), ATM Switch, Enterprise data Warehouse (EDW), MIS and Bank's FI Vendor system if required as well as with NPCI/UIDAI and/or any other Govt. organization as required by Bank subject to Bank acceptance for the same.	<p>We request bank to consider, Bidder should ensure functioning of all application software functionalities. Go live date will be deemed as the date when implementation of FI solution has been completed and integrated the end to end FI solution with Bank's Core Banking Solution (CBS), ATM Switch, Enterprise data Warehouse (EDW), and MIS. if required as well as with NPCI/UIDAI and/or any other Govt. organization as required by Bank subject to Bank acceptance for the same.</p> <p>We request bank to procure required front end device with the required front end device application integration with the proposed FI solution would be the device vendors responsibility</p>	The clause will remain same as per RFP.Bank / BC Service provider will procure the front end devices. However integration of Front end devices with FI application will be responsibility of selected bidder, Bank will coordinate with Front end OEM for necessary support Services towards integration with FI Application.
28	Page no. 40, Section III: Detailed Scope of Work	24	Bidder should enter into agreement with Bank for a minimum period of 5 years from Go Live date with option of further extension of contract for further period subject to 5 years on mutual consent basis, provided services of the bidder is satisfactory and at Bank's sole discretion. However, Bank reserves right to cancel the contract at any time in case system fails to meet any of the requirements as mentioned in the RFP. Bidder has to monitor the utilization of hardware resources on regular basis and should upgrade/replacement of hardware if any required to avoid any business loss due to system performance issue without any additional cost to the Bank.	We request bank to consider, " Bidder should enter into agreement with Bank for a minimum period of 5 years from Go Live date with option of further extension of contract for further period subject to 5 years on mutually agreed terms basis, provided services of the bidder is satisfactory and at Bank's sole discretion. However, Bank reserves right to cancel the contract at any time in case system fails to meet any of the requirements as mentioned in the RFP. Bidder has to monitor the utilization of hardware resources on regular basis and should upgrade/replacement of hardware if any required to avoid any business loss due to system performance issue at the mutually agreed commercials based on the efforts involved. "	Refer to corrigendum. Bank will discuss with successful bidder for further extension of contract.
29	Page no. 40, Section III: Detailed Scope of Work	24	Bidder should enter into agreement with Bank for a minimum period of 5 years from Go Live date with option of further extension of contract for further period subject to 5 years on mutual consent basis, provided services of the bidder is satisfactory and at Bank's sole discretion. However, Bank reserves right to cancel the contract at any time in case system fails to meet any of the requirements as mentioned in the RFP. Bidder has to monitor the utilization of hardware resources on regular basis and should upgrade/replacement of hardware if any required to avoid any business loss due to system performance issue without any additional cost to the Bank.	<p>We request bank to kindly provide clarity on the following onsite requirement of support for operations;</p> <p><b><u>On-site Application Support</u></b>  Nature of Support : L1/L2/L3.  No. Of resources Per Shift.:  No.of Shifts per Day:</p> <p><b><u>On-site Facility Management Services for the Hardware infra and Monitoring to be provided by the bidder</u></b>  Nature of Support : L1/L2/L3.  No. Of resources Per Shift.:  No.of Shifts per Day:</p> <p><b><u>On-site DBA Support</u></b>  Nature of Support : L1/L2/L3.  No. Of resources Per Shift.:  No.of Shifts per Day:</p>	Refer to corrigendum . No on- site support requirement is required.

30	Page no. 40, Section III: Detailed Scope of Work	27	In addition to security features deployed in the technology, Bidder's operational procedures should ensure protection of the Bank from business risk (from system error, human error, negligence and mismanagement), operational risk, reputation risk and fraud risk (loss to earnings or capital due to intentional deception by employees, customers, agents, external entities, etc.) and any other risk. If risk due to above, Bidder shall be liable.	We request bank to remove the mentioned points .As the solution would be deployed in the banks DC & DR . Bank to extend the required security for the infra provided by the bidder as per the banks policy.	The clause will remain same as per RFP. The Bank is looking for complete hosted solution.
31	Page no. 40, Section III: Detailed Scope of Work	28	Bidder shall comply with the Banks internal audit (including IS Audit) requirement as well as third party external auditors for conducting periodical audit. Bidder should carry out patch management activities, including Operating System (OS) hardening for the infrastructure deployed as well as changes required in hardware and software for closure of audit reports without any extra cost to bank. Bidder has to perform VAPT audit for all application/server/interfaces on half yearly basis without any cost to the Bank and comply all observation within 30 days	We request bank to kindly provide clarity on the following onsite requirement of Infra support for carrying out the listed activities in the point;  On-site Facility Management Services for the Hardware infra maintenance and monitoring to be provided by the bidder Nature of Support : L1/L2/L3. No. Of resources Per Shift.: No.of Shifts per Day:	No on- site support requirement is required.
32	Page no. 40, Section III: Detailed Scope of Work	28	Bidder shall comply with the Banks internal audit (including IS Audit) requirement as well as third party external auditors for conducting periodical audit. Bidder should carry out patch management activities, including Operating System (OS) hardening for the infrastructure deployed as well as changes required in hardware and software for closure of audit reports without any extra cost to bank. Bidder has to perform VAPT audit for all application/server/interfaces on half yearly basis without any cost to the Bank and comply all observation within 30 days	We request bank to consider, " Bidder shall comply with the Banks internal audit (including IS Audit) requirement as well as third party external auditors for conducting periodical audit. Bidder should carry out patch management activities, including Operating System (OS) hardening for the infrastructure deployed as well as changes required in hardware and software for closure of audit reports at the mutually agreed commercials based on efforts involved. Bidder has to perform VAPT audit for all application/server/interfaces on half yearly basis at the mutually agreed commercials in the mutually agreed timeframe "	The clause will remain as per RFP
33	Page no. 41, Section III: Detailed Scope of Work	30	The Bidder has to provide Perpetual Corporate License(s) for the software application(s) to be used in any number of Bank's offices, branches, users, devices and locations. Bidder to propose the same end to end FI solution to Bank	We request bank to consider, The Bidder has to provide Term Corporate License(s) for the Proposed FI application(s) to be used in any number of Bank's offices, branches, users, devices and locations. Bidder to propose the same end to end FI solution to Bank	Refer to corrigendum
34	Page no. 41, Section III: Detailed Scope of Work	32	The vendor will pass on to the bank, the benefit of discounts if any announced during any period in respect of orders placed during that period.	We request bank to remove the mentioned point	The clause will remain same as per RFP



35	Page no. 41, Section III: Detailed Scope of Work	33	Any customization of the FI Gateway, common Kiosks application, and any other infrastructure inclusive of reports has to be carried out during warranty and AMC/ATS period will be done at no additional cost and a proper testing of the solution should be done before implementation. At present Bank has 2 Corporate Business Correspondents. The system should be capable of supporting any number of Corporate Business Correspondents (BC) without any additional cost to the Bank.	We request bank to provide clarity on the Common Kiosk Application	common kiosk application here means FI application
36	Page no. 41, Section III: Detailed Scope of Work	33	Any customization of the FI Gateway, common Kiosks application, and any other infrastructure inclusive of reports has to be carried out during warranty and AMC/ATS period will be done at no additional cost and a proper testing of the solution should be done before implementation. At present Bank has 2 Corporate Business Correspondents. The system should be capable of supporting any number of Corporate Business Correspondents (BC) without any additional cost to the Bank.	We request bank to consider, "Any customization of the FI Gateway, common Kiosks application, and any other infrastructure inclusive of reports has to be carried out during warranty and AMC/ATS period will be at the mutually agreed commercials based on efforts involved and a proper testing of the solution should be done before implementation. At present Bank has 2 Corporate Business Correspondents. The system should be capable of supporting any number of Corporate Business Correspondents (BC) at the mutually agreed commercials based on efforts involved . "	The clause will remain same as per RFP
37	Page no. 41, Section III: Detailed Scope of Work	34	Bidder has to provide SSL certificate for this project. Required information will be provided by Bank. Digital certificate procurement in the name of Bank should be done Integration of all interfaces as well as for any functionalities by UIDIA/IBA/DFS etc. Malicious safety.	We request bank to provide the required SSL certificate required for the said project.	Refer to corrigendum. Bank will procure SSL Certificate.
38	Page no. 41, Section III: Detailed Scope of Work	35	The bidder will have to perform a product benchmark at the benchmarking center as identified by the bidder in presence of "The Nainital Bank Limited" employees and its appointed representatives at no cost to the Bank to demonstrate that the proposed hardware provides the required service levels in terms of number of the 50 transactions per second (TPS) .	We request bank to consider, " The bidder will have to perform a product benchmark at the benchmarking center as identified by the bidder in presence of "The Nainital Bank Limited" employees and its appointed representatives at the mutually agreed commercials based on the efforts involved to demonstrate that the proposed hardware provides the required service levels in terms of number of the 50 transactions per second (TPS) . "	Refer to corrigendum. This clause is treated as deleted.
39	Page no. 42 ;5.1. Data Quality	5.1	Tools for identifying the data quality issues and resolving the data quality problems are to be provided to have a clean and consistent data	We request bank to provide clarity on the mentioned point , Cleaned data for the migration in the bidders prescribed format is to be provided by the bank or banks existing vendor.	The clause will remain same as per RFP. The data inputted in FI application should have validation to ensure data integrity.
40	Page no. 42 ; 5.2. Data Transformation	5.2	The data from the proposed solution should be integrated with source systems like Finacle 10.X and any future version of Finacle, and loaded into the Finacle Database in an automatic process without any manual intervention.	Werequest bank to consider, " The data from the proposed solution should be integrated with source systems like Finacle 10.X and any future version of Finacle at the mutually agreed commercials based on efforts involved, and loaded into the Finacle Database in an automatic process without any manual intervention. "	The clause will remain same as per RFP.
41	General	General		We request bank to required Aadhar Data Vault with the required infra in DC & DR for the said project as and when required.	Aadhar Data Vault will not be part of this project

42	Page no. 42,5.3. Sizing of Hardware and Software	5.3	The Bidder has to submit the hardware specification document covering exhaustive list of all hardware items, software items (like OS, DB etc.) with their configurations to the Bank for implementing the proposed solution in accordance with the requirements of the proposed solution. The sizing should be done keeping in mind the fact that the application will be used by the Bank for a period of -5- year (extendable further for 5 years at Bank's discretion).	We request bank to consider, "The Bidder has to submit the hardware specification document covering exhaustive list of all hardware items, software items (like OS, DB etc.) with their configurations to the Bank for implementing the proposed solution in accordance with the requirements of the proposed solution. The sizing should be done keeping in mind the fact that the application will be used by the Bank for a period of -5- year as per transactions volume provided by the bank (extendable further for 5 years at Bank's discretion at the mutually agreed terms and commercials for any upgrade and changes)."	Refer to corrigendum.
43	Page no. 42,5.3. Sizing of Hardware and Software	5.3	☑ Support Bank in replacing/upgrading any software like OS, DB etc. that goes end of life/end of support to ensure that the proposed application functions as required.	We request bank to consider, " Support Bank in replacing/upgrading any software like OS, DB etc. that goes end of life/end of support to ensure that the proposed application functions as required at the mutually agreed commercials based on efforts involved for such upgrades or changes."	Refer to corrigendum. Bank is looking for complete hosted solution.
44	Page no. 43,5.5. Training	5.5	Comprehensive training covering all aspects of proposed solution including all Functional and Technical aspects to be provided to all the identified Bank's staff and Business correspondents. The tentative number of persons to be trained will be a maximum of 100 and they may be split into batches for training for the whole period of TCO as per Bank's requirement. It is important to note that the Bank reserves the right and may/may not appoint its own BCs as well and hence the Bidder should provide training of such Bank appointed BCs. This will include technical training, super user training, Log analysis & Monitoring and training materials (both soft copy and hard copy). The same should also be incorporated in the training manual/document..	We request bank to adopt the train the trainer approach for the imparting training to the bank employees or BC agents . We request bank to provide the frequency of training during the contract period any adhoc training required by the bank will be at the mutually agreed commercials for each training session.  We request bank to consider training through online mode.	Bank will discuss with successful bidder.
45	Page no. 44, 5.8. General Aspects in Scope		The bidder is expected to implement proposed solution with proper business processes and as per ISO Standards. The Solution should be able to generate all the existing and any future reports/ requirements made by Regulatory/ Statutory authorities, in the frequency & format prescribed by the authorities without any extra cost during the period of TCO.	We request bank to consider, "The bidder is expected to implement proposed solution with proper business processes and as per ISO Standards. The Solution should be able to generate all the existing and any future reports/ requirements made by Regulatory/ Statutory authorities, in the frequency & format prescribed by the authorities at the mutually agreed commercials based on efforts involved during the period of TCO."	The clause will remain same as per RFP

46	Page no. 44, 5.8. General Aspects in Scope	2	The system should be capable of supporting any number of Corporate Business Correspondents (BC)/TSPs without any additional cost to the Bank. Bidder has to make changes in application / system as per guidelines issued by NPCI / UIDAI and other regulatory body free of cost.	We request bank to consider anything over and above the volumes provided in the RFP would be at the mutually agreed commercials as the system and infra would be designed in line with the volumes and YOY growth provided. We request bank to consider, " Bidder has to make changes in application / system as per guidelines issued by NPCI / UIDAI and other regulatory body at the mutually agreed commercial based on the efforts involved for the changes and upgrades."	The clause will remain same as per RFP
47	Page no. 45, 5.8. General Aspects in Scope	3	Bidder has to maintain patches and upgrades for proposed solution at centralized location so that the same can be pushed to the Micro-ATMs over air through remote terminal management.	We request bank to consider taking device terminal management from the micro atm device vendor and same will be integrated to the proposed FI solution.	Agreed
48	Page no. 45, 5.8. General Aspects in Scope	4	Bidder should have to adhere all policies related to IT i.e. Backup policy, Patch management policy, IT security policy, migration policy etc. Bidder has to maintain the backup as per the Bank policy.	We request bank to provide storage required for the project and also clarify on the back up policy of the bank.	Bank will provide the backup policy to the successful bidder at the time of onboarding
49	Page no. 45, 5.8. General Aspects in Scope	5	The Solution should maintain logs and audit trails of all the activities. Being a financial institution, Bank expects that the solutions proposed should facilitate necessary security check and validation processes for ensuring full-proof access to the systems. These security measures should be an integral part of the product.	We request bank to extend existing the infra , AVS and network security set up as per requirement of the project and bank policy from time to time as the required infra to be deployed in banks DC & DR.	Bank is looking for complete hosted solution .
50	Page no. 45,5.8. General Aspects in Scope	9	The Bidder should take care of all aspects of installation on existing or new setup, DeInstallation, Configuration, Re-configuration, enhancements, updates, version upgrades, problem analysis, on – site, as well as off - site support to ensure smooth operations during and post implementation on perpetual basis	We request bank to provide clarity on the term perpetual basis mentioned in the point.	Refer to corrigendum. Clause treated as deleted.
51	Page no. 45,5.8. General Aspects in Scope	9	The Bidder should take care of all aspects of installation on existing or new setup, DeInstallation, Configuration, Re-configuration, enhancements, updates, version upgrades, problem analysis, on – site, as well as off - site support to ensure smooth operations during and post implementation on perpetual basis	We request bank to consider, " The Bidder should take care of all aspects of installation on existing or new setup, DeInstallation, Configuration, Re-configuration, enhancements, updates, version upgrades, problem analysis, on – site, as well as off - site support to ensure smooth operations during and post implementation during the term of the contract at the mutually agreed commercials based on the efforts involved".	Refer to corrigendum. Clause treated as deleted.
52	Page no. 46,5.8. General Aspects in Scope	13	The bidder should develop new Reports or modify/ combine existing reports as per instructions/ requirements from RBI/ Bank, etc. during the whole contract period of 5 years	We request bank to consider, "The bidder should develop new Reports or modify/ combine existing reports as per instructions/ requirements from RBI/ Bank, etc. during the whole contract period of 5 years at the mutually agreed commercials based on the efforts involved."	The clause will remain same as per RFP. All new requirements post UAT will be done on mutually agreed terms.
53	Page no. 46,5.8. General Aspects in Scope	24	Bidder will ensure Personal Identifiable Information (PII) details such as PAN, Aadhaar number should not be stored in clear text	We request bank to provide Aadhar Data Vault as an when required in the project & all the required subscription to be provided by the bank for the said project.	Aadhar Data Vault will not be part of this project

54	Page no. 49,5.8. General Aspects in Scope	30	<p>FI Solution implement, integrate and maintain and provide RD services to all Kiosks/Micro ATMs/Biometric devices in BC and BC should have facility to open online customer accounts (enrolment) on real time basis after authenticating the customer details through e -KYC (KYC for non e-KYC customers) mode. FI gateway will push the customer data on real time basis to Bank's CBS System for enrolment/account opening. All the provision at FIG and Kiosk Setup (Server as well client), for smooth online account opening should be ensured by the end to end FI Solution. The detailed reports at each stage i.e. enrolment pending at BC level, pending for verification at branches, submitted to CBS, account opened / rejected at CBS, pending response from CBS / intermediate or at FI gateway level etc., After account opening, necessary details (Unique Reference Number (URN), Account number, customer ID, account opening date, process status etc.,) should be updated in FI solution to enable the BC / customer to know the account details and perform transactions through Kiosks.</p>	<p>We request bank to procure required front end device with the required front end device application integration with the proposed FI solution would be the device vendors responsibility.</p>	<p>Bank / BC Service provider will procure the front end devices. However integration of Front end devices with FI application will be responsibility of selected bidder, Bank will coordinate with Front end OEM for necessary support Services towards ingeration with FI Application.</p>
55	Page no. 50,5.8. General Aspects in Scope	40	<p>Facility Management services SHALL BE PROVIDED BY THE SELECTED BIDDER as per bank's requirement. Facility Management Services will commence from the date of go live.</p>	<p>We request bank to kindly provide clarity on the following onsite requirement of support for operations;</p> <p><b><u>On-site Application Support</u></b>  Nature of Support : L1/L2/L3.  No. Of resources Per Shift.:  No.of Shifts per Day:</p> <p><b><u>On-site Facility Management Services for the Hardware infra and Monitoring to be provided by the bidder</u></b>  Nature of Support : L1/L2/L3.  No. Of resources Per Shift.:  No.of Shifts per Day:</p> <p><b><u>On-site DBA Support</u></b>  Nature of Support : L1/L2/L3.  No. Of resources Per Shift.:  No.of Shifts per Day:</p>	<p>No on- site support requirement is required.</p>

56	Page no. 50-51,5.8. General Aspects in Scope	41	Bidder to maintain the complete End-to-end FI application system (FIG, Kiosk Application, etc.) for a period of five years after go live by deputing minimum 12 (Twelve) on-site resources for support and provide dedicated support services for Nainital bank only. Bank will have the option to discontinue the onsite support at any time after One year, during the contract period. However, bidder's responsibility with respect to uptime commitment will remain the same. Bank may increase or decrease number of resources at any time during contractual period	We request bank to kindly provide clarity on the following onsite requirement of suupport for operations;  <b><u>On-site Application Support</u></b> Nature of Support : L1/L2/L3. No. Of resources Per Shift.: No.of Shifts per Day:  <b><u>On-site Facility Management Services for the Hardware infra and Monitoring to be provided by the bidder</u></b> Nature of Support : L1/L2/L3. No. Of resources Per Shift.: No.of Shifts per Day:  <b><u>On-site DBA Support</u></b> Nature of Support : L1/L2/L3. No. Of resources Per Shift.: No.of Shifts per Day:	Refer to corigendum. Clause treated as deleted.
57	Page no. 52,5.8. General Aspects in Scope	43	The scope of work shared above is only indicative and non-exhaustive. The bank and successful bidder will prepare an exhaustive list of reports to be provided as a part of this solution	We request bank to remove the mentioned point	The clause will remain same as per RFP
58	Page no. 52, 5.9. Aspects to be covered from Cyber & Information Security Angle	5.9.3	☑ The bidder to maintain database of all systems and applications storing customer data in the payment ecosystem and compliance with applicable PCI standards in each of the systems (notwithstanding mandatory requirements of certification/ standard accreditation).	Bidder will provide the required support at the mutually agreed commercials based on the efforts involved. Bank to take care of the certificaion cost if any.	The clause will remain same as per RFP
59	Page no. 53, 5.9. Aspects to be covered from Cyber & Information Security Angle	5.9.5	☑ The bidder to ensure that adequate safeguards are in place to protect integrity of data, customer confidentiality and security of data	As the solution would be deployed in the banks DC & DR . Bank to extenc the required security for the infra provided by the bidder as per the banks policy	The clause will remain same as per RFP, as the Bank is looking for complete hosted solution .
60	Page no. 53, 5.9. Aspects to be covered from Cyber & Information Security Angle	5.9.10	☑ Implementation of Web Application Firewall (WAF) solution and DDoS (Distributed Denial of Service) mitigation techniques shall be put in place to secure the payment products and services offered over Internet.	As the solution would be deployed in the banks DC & DR . Bank to extend the required security for the infra provided by the bidder as per the banks policy	The clause will remain same as per RFP, as the Bank is looking for complete hosted solution.
61	Page no. 51,42. Dashboard	xvi	xvi.Integration of HSM with various interfaces is responsibility of the Bidder without any additional cost to the Bank.	We request bank to provide the required HSM for the project, Bidder will integrate the same at the mutually agreed Commercials based on the efforts involved.	The clause will remain same as per RFP, as the Bank is looking for complete hosted solution.

62	Page no. 63, Warranty	b	Bidder / Vendor should provide software patches / upgrades towards complying with all the statutory and any other requirements from the Bank as specified from time to time during the Contract period, free of cost. The warranty period would start after live implementation* (*Live implementation means that after user acceptance and audit clearance the complete System is ported on the production environment (Go Live) and after issuance of Acceptance Certificate by the Bank).	We request bank to consider, " Bidder / Vendor should provide software patches / upgrades towards complying with all the statutory and any other requirements from the Bank as specified from time to time during the Contract period,at the mutually agreed commercials based on the efforts involved. The warranty period would start after live implementation* (*Live implementation means that after user acceptance and audit clearance the complete System is ported on the production environment (Go Live) and after issuance of Acceptance Certificate by the Bank). "	The clause will remain same as per RFP, as the Bank is looking for complete hosted solution. All regulatory changes or requirements after UAT will be on mutually agreed terms.
63	Page no.65 , 6.4. Service Level Agreement & Targets	3	Selected vendor is obliged to provide additional infrastructure free of cost at any stage of the TCO period, if it was found that requirement & standards intended by the Bank in RFP is not being fulfilled.	We request bank to remove the mentioned point, As the infra sizing would be based on the transaction volumes and year on year growth rate provided by the bank in the RFP document any upgrade or changes in the RFP at the mutually agreed terms and commercials.	The clause will remain same as per RFP
64	Page no. 75, 7.9. Commercial Bid Format	1.a	One time Application Software/license cost – Perpetual	We request bank to consider, One time FI Solution/license cost – for a contract period	Refer to corrigendum.Revised annexure attached
65	Page no. 75, 7.9. Commercial Bid Format	1.a	One time Application Software/license cost – Perpetual	We request bank to consider, One time FI Solution/license cost – Perpetual	Refer to corrigendum.Revised annexure attached
66	Page no. 75, 7.9. Commercial Bid Format	General		We request bank to consider providing line item for the onsite application support with L1, L2, L3, with year on year cost	No on- site support requirement is required.
67	Page no. 75, 7.9. Commercial Bid Format	General		We request bank to consider providing line item for the onsite FMS support with L1, L2, L3, with year on year cost	No on- site support requirement is required.
68	Page no. 61, 6. Section IV – General Conditions of Contract and Service Levels Agreement		Statutory Laws: Vendor shall abide by all applicable rules and regulations regarding taxes, duties, labour etc., which are in force and from time to time enforced by the Government of India, also registration, labour laws, payments, ESIC, PF, insurance etc. Vendor shall coordinate for all these matters with concerned authorities directly.	Bidder suggests below modification:  Statutory Laws: Vendor as applicable to the scope of this Contract and to provide services, it shall abide by all applicable rules and regulations regarding taxes, duties, labour etc., which are in force and from time to time enforced by the Government of India, also registration, labour laws, payments, ESIC, PF, insurance etc. Vendor shall coordinate for all these matters with concerned authorities directly	The clause will remain same as per RFP

69	Page no. 61, 6. Section IV – General Conditions of Contract and Service Levels Agreement		<p>Confidential Information: All information exchanged between the parties will be confidential. If the implementation project requires disclosure of, or receipt of, confidential information, such disclosure or receipt will be made with mutual agreement and may be with a separately executed MoU / Non-Disclosure agreement with Vendor by the Bank</p>	<p>Bidder suggests below modification:</p> <p>Each party and their respective employees may, in the course of their business relationship with the other, acquire or be exposed to Confidential Information of the other party. Confidential Information” means and includes all information relating to the disclosing party including but not limited to information, knowledge or data of an intellectual, technical, scientific, financial, cost, pricing, commercial or marketing nature which is not in the public domain and in which the disclosing party has a business, proprietary or ownership interest or has a legal duty to protect, whether or not received from a third party in whatever form, including but not limited to technical data/know-how, drawings, photographs, specifications, standards, manuals, reports, formulae, algorithms, processes, information, lists, trade secrets, computer programs, computer software, computer data bases, computer software documentation, quotations and price lists, research products, inventions, development, processes, engineering techniques, strategies, Customers (including any Personal Information and/or other non-public personal information about such customers and any list, description or other grouping of customers that is derived using any such Personal Information and/or other non-public personal information), internal procedures, employees, business opportunity which the disclosing party considers to be confidential and which is identified by the disclosing party as confidential, or which might fairly be considered to be of a confidential nature and which may be furnished by either party during the period of this Agreement.</p> <p>The receiving party undertakes to (i) hold all such Confidential Information in</p>	The clause will remain same as per RFP
70	Page no. 61, Force Majeure:		<p>Bank shall not be responsible for delays or non-performance of any or all obligations, contained in this RFP or agreement thereafter, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, Plague, epidemics or pandemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy or any other event beyond the control of the bank, which directly, materially and adversely affect the performance of any or all such obligations. However, the bidder shall continue to perform its obligations as contained in this RFP and agreement thereafter.</p>	<p>Bidder suggests below modification:</p> <p>Either Party shall not be responsible for delays or non-performance of any or all obligations, contained in this RFP or agreement thereafter, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, Plague, epidemics or pandemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy or any other event beyond the control of the bank, which directly, materially and adversely affect the performance of any or all such obligations. Parties shall continue to perform its obligations as contained in this RFP and agreement as far as reasonably practical. Neither party shall be liable to pay penalty, claim, to the other during this period nor Bank shall be entitled to invoke BG against the Bidder in case of non-performance or partial performance of its responsibility during Force Majeure</p>	The clause will remain same as per RFP

71	Page no. 62, Arbitration		<p>If within -30- days from the commencement of such negotiations between the Senior Authorized Personal designated by the Bidder and Bank, are unable to resolve their dispute amicably, in such case the dispute shall be settled finally by arbitration in, Nainital Uttarakhand, India under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The right to appoint arbitrator shall lie with the bank only</p>	<p>Bidder suggest below modification:          If within -30- days from the commencement of such negotiations between the Senior Authorized Personal designated by the Bidder and Bank, are unable to resolve their dispute amicably, in such case the dispute shall be settled finally by arbitration in, Nainital Uttarakhand, India under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Both parties shall appoint Arbitrator mutually</p>	The clause will remain same as per RFP
72	Page no. 62, Safety		<p>All the safety codes and the preventive measure for this type of work shall be strictly followed. In case of any mishap which causes injury, disability or death of any personnel and staff either on site or offsite during or after the duration of the project due to negligence of the staff of the vendor, shall be sole responsibility of vendor, this shall not be responsibility of Bank in any case. No Claims in this regards shall be paid by Bank</p>	<p>We request bank to consider, If Bidders personnel are required to deploy at Bank's premises, Bank should indemnify us in case of grievous injury and/or death to our employees</p>	The clause will remain same as per RFP
73	Page no. 63		<p>During extended period of five years if deemed appropriate (THE NAINITAL BANK LTD. reserve right to extend the agreement with Bidder), the term and conditions for SLA, penalty and Prices for On-premise services, AMC &amp; Manpower shall remain same as given for 5th Year.</p>	<p>We request bank to consider, " During extended period of five years if deemed appropriate (THE NAINITAL BANK LTD. reserve right to extend the agreement with Bidder), the term and conditions for SLA, penalty and Prices for On-premise services, AMC &amp; Manpower shall be at the mutually agreed commercials and terms ."</p>	The clause will remain same as per RFP



74	General	NA	NA	<p>Bidder suggests below addition:</p> <p>1. LIMITATION OF LIABILITY:</p> <p>The total liability of Bidder's under the terms of this Agreement shall not exceed the total fees actually received by Bidder's from BANK, for the event that gave rise to such liability, during the preceding twelve months as on the date when such liability arose. The provision relating to indemnification for third party claims for infringement of IP rights shall apply separately and the maximum limit specified herein shall not be applicable for the said indemnification.</p> <p>In no event shall either party be liable to the other for any indirect, incidental, consequential, special or exemplary damages, nor for any damages as to lost profit, data, goodwill or business, (nor for any reliance or cover damages arising out of either (a) the performance or non performance of any terms of this Agreement by a party, and (b) the performance or non performance of any deliverables provided under this Agreement, even if the concerned party was advised about the possibility of the same.</p> <p>Bidder's shall not be liable or responsible for any delay or failure to perform the Services under this Agreement to the extent that such delay or failure to perform has arisen as a result of any delay or failure by the BANK or its employees or agents to perform any of its duties and obligations under this Agreement. In the event that Bidder's is delayed or prevented from performing its obligations due to such failure or delay on the part of the BANK, Bidder's shall be allowed an additional period of time to perform its obligations and</p>	Bank will discuss mutually with successful vendor .
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75	General	NA	NA	<p>Bidder suggests below addition:</p> <p><b>2. INDEMNITY:</b></p> <p>Parties agree to indemnify each other and keep each other fully indemnified and harmless from time to time and at all times hereafter of, from and against all claims, demands, actions, suits, proceedings which may be made, filed or instituted against each other or its directors and/or executives and/or employees and against all losses, damages and costs charges and other incidental expenses which such party or its directors and/or executives and/or employees may suffer, incur as a result of any third party claim in respect of any violation or alleged violation of any intellectual property rights of such third parties or any other party on account of the use of any deliverables or software provided by the indemnifying party to the indemnified party.</p> <p>The provisions stated herein above shall be valid provided however that the indemnified party gives to the indemnifying party (a) prompt written notice of such claim, in any case not later than thirty days from the date of the claim; (b) sole authority to defend or settle the claim (without prejudice to the interest of indemnified party); (c) all information and assistance as is reasonably required to perform the above.</p> <p>Bidder`s shall have no obligations with respect to any claims to the extent that the claim arises or results from:</p> <p>(i) Bidder`s`s compliance with the BANK`s specific technical designs or instructions; or</p>	Bank will discuss mutually with successful vendor .
76	General	NA	NA	<p>Bidder suggests below addition:</p> <p><b>3. TERMINATION</b></p> <p>1. Either party may terminate this Agreement at any time upon written notice forthwith if the other party commits a material breach of this Agreement which cannot be rectified or other party is engaged in corrupt &amp; fraudulent practices in executing the contract or the other party does not perform the obligations &amp; conditions of this contract satisfactorily despite notice of default in this regard or acts in a manner prejudicial to the interest of the other party and does not remedy such breach within 30 days of service of written notice by the party not in default.</p> <p>2. Either party may terminate this Agreement at any time upon furnishing a written notice of 30 days to the other party if insolvency proceedings, winding up or liquidation proceedings are instituted against the other party has commenced.</p> <p>3. Either party may terminate this Agreement at any time upon furnishing a written notice of 30 days to the other party pursuant to a prolonged Force Majeure event.</p>	Bank will discuss mutually with successful vendor .

77	General	NA	NA	<p>Bidder suggests below addition:</p> <p>4. CLAIMS FOR COMPENSATION UPON TERMINATION OF THE AGREEMENT</p> <p>a. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination. The Bank shall pay all outstanding service charges upto the effective date of termination/expiry.</p> <p>b. Forthwith on the expiry or earlier termination of this Agreement, each party shall, return to the other party all documents and materials, belonging to the other party with regard to this Agreement, or shall at the option of the disclosing party destroy under written certification all documents or materials in connection with this Agreement in a manner that its subsequent retrieval by whatever means is rendered impossible.</p>	Bank will discuss mutually with successful vendor .
78	General	NA	NA	<p>Bidder suggests below addition:</p> <p>5. NON WAIVER</p> <p>The waiver by either party of a breach or default of any of the provisions of the Agreement by the other party shall not be construed as a waiver of any succeeding or continuing breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any such or future rights or privilege.</p>	Bank will discuss mutually with successful vendor .
79	General	NA	NA	<p>Bidder suggests below addition:</p> <p>6. ASSIGNMENT</p> <p>This Agreement or any rights or obligations hereunder shall not be assigned by the BANK to any third party without the prior written consent of Bidder's. Bidder's retains the right to assign in whole or in part its rights and obligations under this Agreement, only with prior consent of the BANK. Bidder's may appoint a business partner with the prior consent of the BANK for providing networking services and related infrastructure to the BANK. Further, appointment of such business partner shall not relieve Bidder's from any of its liabilities/responsibilities and obligations made under this Agreement. Also, it shall be the duty of Bidder's to ensure that the business partner shall comply with the obligations such as confidentiality under this Agreement. Wherever such networking equipment and infrastructure is provide by Bidder's's networking partner, subject to other terms in this Agreement, the partner shall be the owner of such equipment and infrastructure. The BANK shall provide access to the partner to such equipment and infrastructure for the purpose of repairs/maintenance, relocation or repossession, if such relocation or repossession has been authorized by Bidder's.</p>	Bank will discuss mutually with successful vendor .

80	Page No. 38 5. Section III: Detailed Scope of Work	10	Bidder should integrate the End to End FI solution with Bank's Core Banking Solution (CBS), ATM Switch, MIS, Mobile Banking, Aadhaar and other systems if any as well as with NPCI / UIDAI and /or any other Govt. organization as required by Bank. Bidder should also extend necessary compatibility support in the end to end FI solution for any version upgradation of the above entities.	Is FI Gateway is part of scope? Kindly clarify.	Yes, FI gateway will be a part of scope
81	Page No. 38 5. Section III: Detailed Scope of Work	10	Bidder should integrate the End to End FI solution with Bank's Core Banking Solution (CBS), ATM Switch, MIS, Mobile Banking, Aadhaar and other systems if any as well as with NPCI / UIDAI and /or any other Govt. organization as required by Bank. Bidder should also extend necessary compatibility support in the end to end FI solution for any version upgradation of the above entities.	Since, FIG will have the interface with CBS already, proposed FI Middleware may not be required to be interfaced with CBS again. Kindly clarify	FI middleware not required, selected bidder has to provide FI gateway services interfacing with CBS through API
82	Page No. 42, Section 5.3. Sizing of Hardware and Software	42	Sizing of Hardware and Software	Request Bank to share the DC & DR location details.	The bank will shared details with successful bidder.
83	Page No. 67, Section V – Bid Submission Format	18	7. Section V – Bid Submission Format (Turn Over (from data centre operations)	We assume that Turnover is on overall company operations, kindly clarify	Refer to corrigendum. Point deleted. Revised annexure attached
84	Page No. 24, Section 4.31. Evaluation of Eligibility Criteria	5	Bidder should have minimum annual turnover (from Indian operation) of Rs 3 crores each during the last three financial years that is 2018-19, 2019-20 and 2021-21 as per audited financial statements	Considering the requirement and size of deployment locations of bank requirement, the bidder's experience on financial turnover should be increased for at least for 50-100 crore for last 3 Financial year, to have the sound financial support for the project deployment and services	Refer to corrigendum.
85	Page No. 75, Section 7.9. Commercial Bid Format	3	Hardware Cost	We would like to inform bank that as per the RFP Page No. 42, "The Bank reserves the right to procure the same from the bidder or from open market". Request bank to clarify whether for TCO Hardware cost will be considered?. Further we request bank to define the hardware quantity required with architecture to bring the uniformity among the bidders while quoting in the commercials.	Refer to corrigendum. Revised annexure attached.
86	Page No. 25, Section 4.31. Evaluation of Eligibility Criteria	9	The Bidder should have implemented end to end Financial Inclusion solution in at least one Scheduled Commercial Bank / RRBs / Public Sector Bank in India	We request bank to increase the implemented end to end Financial Inclusion solution to at least 3 Public sector banks instead of one Scheduled Commercial Bank / RRBs / Public sector bank in India, which shall give broader experience bidder both in operational & technical aspect, to participate and service bank for the larger volume.	Refer to corrigendum.

87	Security Deposit / 19	4.16.	The successful bidder will be required to submit Security deposit in the form of Bank Guarantee, favoring The Nainital Bank Ltd. equal to the 10% of purchase order value.	We request Bank to reduce the performance bid security to 5% if possible as 10% is huge amount considering the stretched payment schedule mentioned.	The clause will remain same as per RFP
88	Evaluation of Eligibility Criteria / 23	4.31. / 4	Bidder should have minimum annual turnover (from Indian operation) of Rs 3 crores each during the last three financial years that is 2018-19,2019-20 and 2021-21 as per audited financial statements.	We request bank to increase the turnover to have fairly capable bidders with strong financial back-up and networth along with profitability to cater to sustain the project for 5 years duration of contract.	Refer to corrigendum.
89	Evaluation of Eligibility Criteria / 25	4.31. / 9	The Bidder should have implemented end to end Financial Inclusion solution in at least one Scheduled Commercial Bank / RRBs / Public Sector Bank in India.	We request Bank to consider this clause as: The Bidder should have implemented end to end Financial Inclusion solution in at least one Scheduled Commercial Bank / RRBs / Public Sector Bank / State Co-operative Bank / State Apex Bank in India.	Refer to corrigendum.
90	BIDDER's/OEM's Capability & Experience / 26	B Scoring Parameter / Sr. No. 1	BIDDER/OEM experience in implementation of proposed solution offered with respect to End to End Financial Inclusion Solution in Scheduled Commercial Bank/RRB/Public Sector Banks in India to be calculated as below: <input type="checkbox"/> Each Organization implementation will carry 2 marks	We request Bank to consider this as below: BIDDER/OEM experience in implementation of proposed solution offered with respect to End to End Financial Inclusion Solution in Scheduled Commercial Bank/RRB/Public Sector /State Co-operative Bank / State Apex Banks in India to be calculated as below: <input type="checkbox"/> Each Organization implementation will carry 5 marks	Refer to corrigendum
91	6.3. Payment Terms and Schedule / 64	I	<p>i. One Time Application Software/license cost and third-party application cost (if any)</p> <p><input type="checkbox"/> 50% on delivery of application software/license to Bank</p> <p><input type="checkbox"/> 20% on first installation of proposed solution on Bank's infrastructure</p> <p><input type="checkbox"/> 30% on successful GO-LIVE of the proposed solution</p> <p>ii. Implementation &amp; Integration cost</p> <p><input type="checkbox"/> 25% on contract signing and submission of Security Deposit</p> <p><input type="checkbox"/> 25% on first installation of proposed solution on Bank's infrastructure</p> <p><input type="checkbox"/> 10% on successful UAT</p> <p><input type="checkbox"/> 15% on successful integration of proposed solution with Finacle 10.x</p> <p><input type="checkbox"/> 25% on successful GO-LIVE of the proposed solution</p>	We request Bank to consider at least 20% advance along with Purchase Order for successful bidder in both One time application software license and Implementation & Integration cost. If the hardware is procured from Bidder we request bank to consider the payment schedule which bidder has to abide with the OEM which is generally 50% advance in nature.	The clause will remain same as per RFP

92	Other Query		Intellectual Property Rights	<p>a.the Licensor hereby confirms that:</p> <p>i.to the best of Licensor's knowledge, the Software Solution does not infringe upon any intellectual property of any third party.</p> <p>ii.All Intellectual Proprietary Rights in Software Solution, Updates, Confidential Information and Trademarks belong to Licensor and have been duly procured by Licensor from authorised sources.</p> <p>b.the Licensee hereby states that;</p> <p>i.The Licensee hereby expressly disclaims any and all Intellectual Proprietary Rights in the Software Solution.</p> <p>ii.The Licensee shall promptly notify the Licensor of any unauthorized third-party duplication, distribution or use of Software Solution which comes to attention of Licensee and shall provide the Licensor with whatever reasonable assistance as necessary to (i) stop such activities and (ii) recover and / or destroy such unauthorized copies.</p> <p>iii.The Licensee shall not attempt to register any of Trademarks, company names or trade names or any logo used or associated with Software Solution nor shall the Licensee attempt to develop or in any way develop any products, which is similar to any portion of Software Solution.</p> <p>iv.All Intellectual Property Rights in respect of Software Solution delivered to Licensee under this Contract and subsequent support and services</p>	Bank will discuss mutually with successful vendor.
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93			Limitation of Liability	<p>Biider's liability under this contract is limited to the amount of fees considerations received by it reduced by the associated costs, till such time as the Software Solution is under warranty from Biider. After expiry of warranty and provided the Client has entered into an Annual Maintenance Contract (AMC) for maintenance and support of the Software Solution, such liability will be limited to the amount of AMC fees paid to Biider during the calendar year of such claim. Under no circumstances shall the liability of Biider regardless of the nature of claim whether in contract, tort, strict liability or any other theory of liability, exceed the amount mentioned above.</p> <p>The aforesaid limitation does not apply to any liability of the Biider towards violation of third party Copyrights / Intellectual Property Rights as well as any acts of gross negligence, misconduct or fraud on the part of the Biider or its representatives causing direct loss to the Bank causing malfunctioning or non-functioning of the Software and where such claims are subjected to and decided by the court of law.</p> <p>The Biider shall not be liable for any special, indirect, incidental or consequential damages of any kind including but not limited to loss of use, data, profit, income, business, anticipated savings, reputation, and more generally, any loss of an economic or financial nature, which may be deemed as consequential incident of the claim.</p> <p>The foregoing states and constitutes the entire obligations and liabilities of Licensor to Licensee</p>	Bank will discuss mutually with successful vendor.
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94	General Query		Limitation of Liability	<p>Bidder's liability under this contract is limited to the amount of fees considerations received by it reduced by the associated costs, till such time as the Software Solution is under warranty from Bidder. After expiry of warranty and provided the Client has entered into an Annual Maintenance Contract (AMC) for maintenance and support of the Software Solution, such liability will be limited to the amount of AMC fees paid to Bidder during the calendar year of such claim. Under no circumstances shall the liability of Bidder regardless of the nature of claim whether in contract, tort, strict liability or any other theory of liability, exceed the amount mentioned above.</p> <p>The aforesaid limitation does not apply to any liability of the Bidder's towards violation of third party Copyrights / Intellectual Property Rights as well as any acts of gross negligence, misconduct or fraud on the part of the bidder or its representatives causing direct loss to the Bank causing mal-functioning or non-functioning of the Software and where such claims are subjected to and decided by the court of law.</p> <p>The bidder shall not be liable for any special, indirect, incidental or consequential damages of any kind including but not limited to loss of use, data, profit, income, business, anticipated savings, reputation, and more generally, any loss of an economic or financial nature, which may be deemed as consequential incident of the claim.</p> <p>The foregoing states and constitutes the entire obligations and liabilities of Licensor to Licensee.</p>	Bank will discuss mutually with successful vendor.	
95	Page No. 64	6.3. Payment Terms and Schedule	i. One Time Application Software/license cost and third-party application cost (if any) · 50% on delivery of application software/license to Bank · 20% on first installation of proposed solution on Bank's infrastructure · 30% on successful GO-LIVE of the proposed solution ii. Implementation & Integration cost · 25% on contract signing and submission of Security Deposit · 25% on first installation of proposed solution on Bank's infrastructure · 10% on successful UAT · 15%	Request you to consider the following change		
96						
97				i. One Time Application Software/license cost and third-party application cost (if any) · 75% on delivery of application software/license to Bank · 25% on first installation of proposed solution on Bank's infrastructure ·	The clause will remain same as per RFP	
98				ii. Implementation & Integration cost · 25% on contract signing and submission of Security Deposit · 50% on first installation of proposed solution on Bank's infrastructure · 25% on successful UAT	The clause will remain same as per RFP	
99	Page No.38	5. Section III: Detailed Scope of Work	Common FI application should have capability for Fingerprint (UIDAI), IRIS (UIDAI), PIN based card authentication, Virtual ID and geo-tagging as required by Ministry of Finance (MoF)	Request the bank to consider IRIS as an optional feature	As per UIDAI complinace, IRIS authentication is mandatory for eKYC and can not be excluded.	
100	Other			We understand bank will extend support from all the other vendors to integrate our solution	Yes bank will extend support from all the other vendors to integrate our solution	
101	34	4.39. Placing of Purchase Orders	Objection, if any, to the Purchase Order must be reported to the Bank by the vendor <b>within five (5) working days</b> counted from the date of receipt of Purchase Order for modifications, otherwise it is assumed that the vendor has accepted the Purchase Order.	Request the authority to kindly increase the timeline from <b>five (5) working days to 10 working days</b> counted from the date of receipt of Purchase Order for modifications.	The clause will remain same as per RFP	



102	34	4.40. Bank Guarantee for Contract Performance	<b>Within thirty days of the receipt of notification</b> of award from the Bank, the successful Bidder shall furnish the performance security in the form of Bank guarantee, favouring BANK valid for a period of 60 months from the date of Signing of Contract in accordance with the Conditions of Agreement/Contract.	Request the authority to kindly increase the timeline from <b>30 days to 45 days</b> counted from the date of receipt of Purchase Order for modifications.	The clause will remain same as per RFP
103	34	4.40. Bank Guarantee for Contract Performance	Failure of the successful Bidder to comply with the requirement mentioned in document shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD. In case of exigency, <b>if the Bank gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder.</b>	Request the authority to give relaxation on this clause.	The clause will remain same as per RFP
104	37	Settion-III	Implementation of End to End Financial Inclusion Solution, which includes Customer on Boarding with and without (e-KYC)	Who is FI Switch provider ?	Bank is looking for complete hosted solution.
105				What is the means of without e-KYC ?	without E- KYC here means Capturing of physical KYC document data like Voter ID number , PAN Number etc
106		Section - III	General	Will the solution Hosted at Vendor datacenter ? Please Confirm	Yes, Bank is looking for complete hosted solution.
107				What is the current rate of CBS Transaction per day?	Approx 250000
108			Section - III	The proposed solution should be scalable so as to support Proposed Finacle 10x CBS applications to be	Which finacle version is being used by the Bank ?
109	38	9	Bidder should integrate the End to End FI solution with Bank's Core Banking Solution (CBS), ATM Switch, MIS, Mobile Banking, Aadhaar	Will the FI Solution connect with all the components or it will connect with Banking Switch Only? Please confirm	Communication between CBS Application & FI Application (Solution) will be API based.
110	38	12	Proposed end to end FI solution environment should be P	other than PA -DSS certificate Bank will pay cost of the certificate and audit ?	Refer to serial No 2
111	38	5. Section III: Detailed Scope of Work	13. Bidder has to support for Audit conducted by internal / external auditors and comply the observations made by auditor without any additional cost <b>within 15 days for the application related changes and for Hardware related changes within 30 days.</b>	Request the authority to kindly increase the time period <b>from 15 days to 30 days for the application related changes</b> and for <b>hardware related changes kindly increase the time period from 30 days to 45 days.</b>	The point will remain same as per RFP. Refer to corrigendum
112				Bidder would be ready for audit/inspection as when scheduled by bank. Request Bank to <b>borne the fees/ expenses incurred in such inspections/audits.</b>	Refer to corrigendum
113	38	14	Common FI application should have capability for Fingerprint (UIDAI), IRIS (UIDAI), PIN based card authentication, Virtual ID and geo-tagging as required by Ministry of Finance (MoF).	Is their any preference by Bank about devices? Please confirm.	No
114	38	5. Section III: Detailed Scope of Work	15. Any customization of the proposed solution, support to RD services and E-KYC, Biometric Software and any other infrastructure inclusive of reports has to be carried out during contract period <b>will be done at no additional cost</b> and a re-testing of the solution should be done before implementation.	In case of any customization of the proposed solution support to RD services and E-KYC, Biometric Software and any other infrastructure inclusive of reports has to be carried out during contract period, we <b>request Bank to bear 50% of the expenses</b> for the same.	Refer to corrigendum

115	39	18	Reconciliation reports for day to day reconciliation of interbank transactions (AEPS, PIN based card, as required by Bank. The solution should accept input from CBS/NPCI/other third party vendor and provide the list of missing transactions to concern team of the Bank.	Will the recon responsibility with vendor ? Please confirm.	Bank will provide NPCI settelement files. However, selected bidder has to provide FI Application reconciliation report /file. (File format will be shared to selected bidder, later on).
116	39	21	FI solution to meet the minor changes as per Bank requirement within a maximum period of one (1) week from the date of issuance of such requirement or earlier, without any additional cost to the Bank	Is it any thresh hold limit of man-days to be delivered on free of cost?	Bank will discuss with successful bidder.
117		21		Request the Bank to give <b>clarity on time period</b> for which bidder should give commitment (on company letter head) to customize/modify FI solution to meet the requirement as per DFS/RBI/IBA/NPCI/UIDAI requirement.	Refer to corrigendum. Defined time period will be 4 weeks.
118		21		Request the Bank to kindly <b>increase the time period from 1 week to 2 weeks</b> from the date to issuance to meet the minor changes.	The point will remain same as per RFP
119	39	21	21. Bank shall consider Minor change as change wherein per man days are 10 or less as FPA approved by Bank.	Request the Bank to <b>provide clarity</b> on this clause.	Refer to corrigendum
120	40	5. Section III: Detailed Scope of Work	24. Bidder should enter into agreement with Bank for a minimum period of 5 years from Go Live date with option of further extension of contract for further period subject to 5 years on mutual consent basis, provided services of the bidder is satisfactory and at Bank's sole discretion. However, <b>Bank reserves right to cancel the contract at any time in case system fails to meet any of the requirements as mentioned in the RFP.</b> Bidder has to monitor the utilization of hardware resources on regular basis and should upgrade/replacement of hardware if any required to avoid any business loss due to system performance issue without any additional cost to the Bank.	Request the Bank to <b>please provide prior notice before taking such actions</b>	Refer to corrigendum
121	40	5. Section III: Detailed Scope of Work	28. Bidder shall comply with the Banks internal audit (including IS Audit) requirement as well as third party external auditors for conducting periodical audit	Will the audit cost be borne by Bank? Please Confirm	Bank will borne the cost of IS /System Audit. However, cost involved towards rectification of observations reported by Auditor has to be born by Bidder.
122	40	5. Section III: Detailed Scope of Work	28. RFP Ref.No.NTB/PRIORITY/FI/2022/02/012 application/server/interfaces on half yearly basis without any cost to the Bank and <b>comply all observation within 30 days</b>	Request the authority to kindly <b>increase the time period from 30 days to 60 days</b> in order to comply all changes.	The clause will remain same as per RFP
123	41	28	General	Will all the hardware and software licences provided by Vendor ?	Bank is looking for complete hosted solution.
124	42	31	FI Gateway	Who is Bank FI Gateway Provider ?	Bank is looking for complete hosted solution with FI Gateway services.

125	45	5.8. General Aspects in Scope	11. Time, being an essential feature of the contract, the selected bidder is expected to successfully implement the solution proposed and generate all reports as prescribed by Bank <b>within 16 weeks from the date of acceptance of Purchase Order</b> . The priority of reports will be decided by Bank and will be conveyed to the successful bidder.	Request the Bank to kindly increase the time frame <b>from 16 weeks to 20 weeks</b> .	The clause will remain same as per RFP
126	46	5.8. General Aspects in Scope	15. Bidder has to meet the requirement of Audit/VAPT/CISO before going Live since approval of Audit/VAPT/CISO is mandatory.	Bidder would be ready for audit/inspection as when scheduled by bank. Request authority to <b>borne the fees/ expenses incurred in such inspections/audits</b> .	Bank will borne the cost of IS /System Audit. However, cost involved towards rectification of observations reported by Auditor has to be born by Bidder.
127	46	5.8. General Aspects in Scope	22. Bidder will ensure escrow arrangement for application	Our understanding is the cost of escrow will be borne by the Bank. Please confirm.	Refer to corrigendum . Clause treated as deleted. Bank is looking for complete hosted solution . Selected bidder has to provided System Audit Report.
128	50	5.8. General Aspects in Scope	41. Bidder to maintain the complete End-to-end FI application system (FIG, Kiosk Application, etc.) for a period of five years after go live by deputing minimum 12 (Twelve) on-site resources for support and provide dedicated support services for Nainital bank only. Bank will have the option to discontinue the onsite support at any time after One year, during the contract period. However, bidder's responsibility with respect to uptime commitment will remain the same. <b>Bank may increase or decrease number of resources at any time during contractual period.</b>	Request Bank to kindly <b>provide prior information</b> in case of any change in number of resources at any time during contractual period.	Refer to corrigendum. Clause treated as deleted
129	54	5.9. Aspects to be covered from Cyber & Information Security Angle	d. Penal provisions shall be included by the RE into third-party contractual arrangements for any non-compliance by the application provider.	Request Bank to kindly provide <b>clarity on penal provisions</b> .	Refer to corrigendum. Selected Bidder has to incorporate Digital Payment Security Contrals under RBI compliance, as per vide their circular dated Feb 18, 2021 and other regulatory guidelines issue by various authorities till Bid Submission date.
130	60	5.11. Technical and Functional Specifications	1.10 Seamless Integration - The application software should be installed in DC & DR Setup. During Bank's DR Drill period, the application should work in DR. Quarterly DR Drill activity is to be carried out (certificate required), along with availability, residing & retaining of bank data within Indian territory.	Will Bank provide basic infra required to implement Server/Storage at Banks DC/DR data center, Like Rack, cooling, power, firewall, switches, bandwidth between DC-DR, loadbalancers etc. Please confirm.	Bank is looking for complete hosted solution .

131	61	5.11. Technical and Functional Specifications	All the points marked Customizable –C should be made available for SIT <b>within 2 months</b> from the issuance of Letter of Intent/Purchase order	Request Bank to kindly increase the time period <b>from 2 months to 3 months.</b>	The clause will remain same as per RFP
132	63	6.1. Term and Extension of the Contract	During extended period of five years if deemed appropriate (THE NAINITAL BANK LTD. reserve right to extend the agreement with Bidder), the term and conditions for SLA, penalty and Prices for On-premise services, AMC & Manpower <b>shall remain same as given for 5th Year.</b>	Request Bank to kindly modify the clause as,during extended period of five years if deemed appropriate (THE NAINITAL BANK LTD. reserve right to extend the agreement with Bidder), the term and conditions for SLA, penalty and Prices for On-premise services, AMC & Manpower <b>shall be revised with mutual consents of both the parties.</b>	The point will remain same as per RFP
133	25	4.31. Evaluation of Eligibility Criteria	The Bidder should have implemented end to end Financial Inclusion solution in at least one Scheduled Commercial Bank / RRBs / Public Sector Bank in India.	We have the implemented financial solution in a PSB. Consortium should be allowed.	Refer to Corrigendum. Consortium is not allowed.
134	21	4.21. Consortium	Consortium is not allowed.	request consortium to be permitted. Is Subcontracting allowed ?	The clause will remain same as per RFP
135	24	4.31. Evaluation of Eligibility Criteria	The bidder should be an OEM as well as Original Software Developer or their authorized representative. In case of authorized representative, a letter of authorization from original manufacturer must be furnished.	Can MAF be allowed if bidder is not an OEM	The clause will remain same as per RFP
136	page No 25	9	The Bidder should have implemented end to end Financial Inclusion solution in at least one Scheduled Commercial Bank / RRBs / Public Sector Bank in India.	The Bidder/ OEM should have implemented end to end Financial Inclusion solution in at least one Scheduled Commercial Bank / RRBs / Public Sector Bank in India/ Rural or Urban Co-op Bank's / Societies.	Refer to corrigendum
137	Page-18	4.15. Earnest Money Deposit (EMD)	The Bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) of the amount	As per advisory from Gol during current pandemic situation EMD BG/PO/NEFT etc has been waived off and bidder are expected to submit bid security declaration only. Hence request you modify this clause.	The clause will remain same as per RFP
138	12	4.2. Preparation of Bids	Rs 5,00,000/- (Rupees Five Lakh Only) as a security.		The clause will remain same as per RFP
139	15	4.9. Amendment of RFP Document	In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank may, at its discretion, extend the last date for the receipt of Bids.	Request that bank should give atleast 3 weeks time after releasing any amendment for submission of the proposal	The clause will remain same as per RFP
140	Page-19	4.16. Security Deposit	The successful bidder will be required to submit Security deposit in the form of Bank Guarantee, favoring The Nainital Bank Ltd. equal to the 10% of purchase order value.	As per advisory from Gol during current pandemic situation EMD BG/PO/NEFT etc. performance security has been capped at 3% of the PO value. request you modify this clause accordingly.	The clause will remain same as per RFP
141	Page-20	4.20. Terms and Conditions of Bidders	Printed terms and conditions of the Bidders will not be considered as forming part of their Bids. The terms and conditions mentioned the RFP will solely prevail.	We request that terms and conditions for the contract should be mutually discussed and finalised with the final selected bidder	The clause will remain same as per RFP
142	Page-23	4.31. Evaluation of Eligibility Criteria	In this part, the bid will be reviewed for determining the compliance of the general conditions of the contract and Eligibility Criteria as mentioned in the Tender. Any deviation from general conditions of the contract and eligibility criteria will lead to rejection of the bid.	we request that bank should allow the bidder to propose legal deviations if any which can be mutually discussed and finalised at appropriate time during tender evaluation.	The clause will remain same as per RFP

143	Page-24	Eligibility Criteria	The Bidder should have implemented end to end Financial Inclusion solution in at least one Scheduled Commercial Bank / RRBs / Public Sector Bank in India.	We request that bank should allow bidder to submit case studies / declaration on letter head without revealing the name of their client and their contact details to respect their confidentiality. However bidde should be able to schedule a reference call for verification as and when required by NainitalBank.	Refer to corrigendum
144	Page-26	4.32. Evaluation of Technical Bids	<b>BIDDER's/OEM's Capability &amp; Experience S.No -1</b> : Copy of the Credential Letter or Copy of Purchase order from the client's executive and an Undertaking from the bidder on the bidder's letter head confirming the implementation along with the contact details of client's representative.	We request that bank should allow bidder to submit case studies or undertaking on letter head without revealing the name of their client and contact details to respect their confidentiality. However bidde should be able to schedule a reference call for verification as and when required by Nainital Bank.	Refer to corrigendum
145	Page-27	4.32. Evaluation of Technical Bids	<b>BIDDER's/OEM's Capability &amp; Experience S.No -3</b> : Copy of the Credential Letter or Copy of Purchase order from the client's executive and an Undertaking from the bidder on the bidder's letter head confirming the implementation along with the contact details of client's representative	We request that bank should allow bidder to submit case studies or undertaking on letter head without revealing the name of their client and contact details to respect their confidentiality. However bidder should be able to schedule a refernce call for verification as and when required by NainitalBank.	Refer to corrigendum
146	Page-32	4.38. Award of Contract	THE NAINITAL BANK LTD. reserves the right to extend the contract for further period of five years.	Commercials for extended terms should be mutually disussed and finalised. Contract for additional period can be extended subject to the successful Bidder's agreement on pricing and commercials for such extended period	The clause will remain same as per RFP. Bank will discuss with sucessful bidder for further extension of contract.
147	Page-33	4.38. Award of Contract	The Nainital Bank Ltd. reserves the right to ask the bidder to add new features/ process or modify the existing solution to take care the service delivery for matching the project requirements as and when required.	Any new features / process or modification in existing process shall be treated as change request and commercials would be mutually discussed and based on effort estimation to be provided by the finally selected vendor	This point will be discussed with successful bidder
148	Page-33	4.38. Award of Contract	THE NAINITAL BANK LTD. may, at any time, terminate the contract by giving written notice of -30- days to the vendor without any compensation, if the vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to THE NAINITAL BANK LTD.	THE NAINITAL BANK LTD. may, at any time, terminate the contract by giving written notice of -90- days to the vendor with any compensation due to the vendor being fully paid	The point will remain same as per RFP
149	Page-34	4.40. Bank Guarantee for Contract Performance	In case of exigency, if the Bank gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder.	In case of exigency, if the Bank gets the work done from elsewhere, the difference in the cost of getting the work done upto 5% of the PO value will be borne by the successful Bidder.	The clause will remain same as per RFP
150	Page-33	4.39. Placing of Purchase Orders	If the vendor is not able to supply/deploy/operationalize the ordered Hardware/software system/service/process completely within the specified period, the penalty clause will be invoked.	Penalty should be imposed only if the reasons are solely attributed to the vendor resulting in non operationalization/supply/ deploying the solution. Such penalties should bot be more that 5% of the Purchase order value.	The clause will remain same as per RFP

151	Page-37	5. Section III: Detailed Scope of Work	The detailed Scope of Work of this RFP envisages an end-to-end comprehensive solution for Implementation of End to End Financial Inclusion Solution, which includes Customer on- Boarding with and without (e-KYC), Aadhaar Enabled Payment System (AePS) & card based transactions, social security scheme enrollments, which includes procurement of perpetual license & Supply, Installation, Implementation, Integration, Maintenance and support of the software and other components required which can be delivered through PC/Laptop/Tablet / Kiosk / Handheld device (POS) channels	1. Term based perpetual license for Financial Inclusion for the proposed contract period 2. supply Hardware and system software (OS, DB,Middleware etc) should be kept out of scope of the bidder. 3. As an option Bidder should be allowed to run the solution installed at bidder data centre and bank should subscribe to SaaS based service for the FI application usage	Refer to corrigendum. Bank is looking for complete hosted solution.
152	Page-37	5. Section III: Detailed Scope of Work	Online customer on boarding/ Customer account opening (Saving account, Recurring Deposit, Term Deposit, SHG, JLG) with and without e-KYC features.	Does the bank intend to use local biometric stored for authentication in non KYC scenario. We would suggest bank to remove the non- KYC scenario for account opening and go for Aadhaar based KYC for account opening	Without E- KYC here means Capturing of physical KYC document data like Voter ID number , PAN Number etc
153				Does the bank wants the bidder to propose a bundle KYC solution for FI based account opening and transactions. Or the bidder has to leverage bank's existing KYC solution of the bank	Bank is looking for complete hosted solution.
154	Page-37	5. Section III: Detailed Scope of Work	3. Devices / Software for the above purposes working on	Is the bidder expected to supply POS, Kiosk and android devices or bank will procure these devices. Understanding is that bidder is expected to supply FI application software only which will run on these devices	Yes understanding is right
155				How the device management will be handled. Is the bank having any MDM solution for mobile device management.	No, bank has no MDM solution at present
156	Page-37	5. Section III: Detailed Scope of Work	6. Card based transactions.	Please confirm if only Rupay card will be used for transactions will be usedonly R	Only RuPay Card Transactions will be used
157	Page-37	5. Section III: Detailed Scope of Work	This is an end to end project and all the items required for making the application operational should be considered by the bidder, even if the same is not explicitly mentioned in this RFP document.	Is the bidder expected to supply HSM devices for KYC and card based transactions or bank's existing HSM devices have to be used. Please confirm the make, model and TPS of the existing device	Bank is looking for complete hosted solution .
158	Page-38	5. Section III: Detailed Scope of Work	11. Proposed FI solution should drive & manage micro ATM/Kiosk serviced by all FI vendors engaged by Bank with switching capability for processing & routing transactions initiated at micro ATM/Kiosk to CBS, ATM switch and NPCI / UIDAI.	Please provide Make, Model and configuration of the Micro ATM/Kiosk currently used or to be used in future by the bank. Are these devices RD compliant as mandated by UIDAI. What is the expectation of the bank on managing such devices. Ideally this should be done by the device supplier.	At present bank do not have Micro atm
159	Page-38	5. Section III: Detailed Scope of Work	15. Any customization of the proposed solution, support to RD services and E-KYC, Biometric Software and any other infrastructure inclusive of reports has to be carried out during contract period will be done at no additional cost and a re-testing of the solution should be done before implementation.	Any change (regulatory or banks requirement) involving efforts upto 5PM per year can be bundled in the solution but customization requiring efforts more than 5PM should be mutually discussed and payable additionally by the bank at mutually agreed CR rates.	Refer to corrigendum

160	Page-39	5. Section III: Detailed Scope of Work	18 . Reconciliation reports for day to day reconciliation of interbank transactions (AEPS, PIN based card, as required by Bank. The solution should accept input from CBS/NPCI/other third party vendor and provide the list of missing transactions to concern team of the Bank.	Reconciliation reports can be provided by the solution but reconciliation needs to be handles by bank's existing process currently being followed.	Bank will provide NPCI settelement files. However, selected bidder has to provide FI Application reconciliation report /file. (File format will be shared to selected bidder, later on).
161	Page-39	5. Section III: Detailed Scope of Work	19. Bidder should ensure the smooth migration of complete data setup of existing FI solution and transition from Bank's existing FI solution to proposed end to end FI solution without any extra cost to the Bank.	Data cleansing and data quality will not part of data migration	Refer to corrigendum. Clause treated as deleted.
162	Page-39	5. Section III: Detailed Scope of Work	20. Bidder should ensure that the proposed software applications should meet the current guidelines & / or standards issued by DFS/RBI/IBA/NPCI/UIIDAI/IDRBT etc., for implementation of Financial Inclusion initiatives and should continue to comply with any new initiatives/amendments/changes made to these standards by the above referred authorities, without any additional cost to the Bank.	Any change ( regulatory or banks requirement) involving efforts upto 5PM per year can be bundled in the solution but customization requiring efforts more than 5PM should be mutually discussed and payable additionally by the bank at mutually agreed CR rates.	The clause will remain same as per RFP. All regulatory changes or requirements after UAT will be on mutually agreed terms.
163	Page-39	5. Section III: Detailed Scope of Work	21. Bidder should give commitment (on company letter head) to customize/modify FI solution to meet the requirement as per DFS/RBI/IBA/NPCI/UIIDAI requirement within a defined time period from the date of issuance of such customization/modifications or earlier, depending upon the level of customization/modification prescribed by the said authorities. Further, Bidder should also give commitment (on company letter head) to modify/change the end to end FI solution to meet the minor changes as per Bank requirement within a maximum period of one (1) week from the date of issuance of such requirement or earlier, without any additional cost to the Bank. However, in case of major changes or new product, customization should be done within stipulated time and resources, which will be decided mutually on case to case to basis. Cost for rest of the changes will be decided on time and material basis as per the Bank Functional point analysis procedures (including testing etc.). Bank shall consider Minor change as change wherein per man days are 10 or less as FPA approved by Bank.	Any change ( regulatory or banks requirement) involving efforts upto 5PM per year can be bundled in the solution but customization requiring efforts more than 5PM should be mutually discussed and payable additionally by the bank at mutually agreed CR rates.	After UAT, if any customization is required, the same will be on mutually agreed terms. Refer to corrigendum.

164			23. Bidder should ensure functioning of all application software functionalities and related features across micro ATMs. Go live date will be deemed as the date when implementation of FI solution has been completed and integrated the end to end FI solution with Bank's Core Banking Solution (CBS), ATM Switch, Enterprise data Warehouse (EDW), MIS and Bank's FI Vendor system if required as well as with NPCI/UIDAI and/or any other Govt. organization as required by Bank subject to Bank acceptance for the same.	Implementation will be deemed to be complete on successful completion of UAT test cases	Deemed to be complete Till Go Live .
165	Page-40	5. Section III: Detailed Scope of Work	24. Bidder has to monitor the utilization of hardware resources on regular basis and should upgrade/replacement of hardware if any required to avoid any business loss due to system performance issue without any additional cost to the Bank.	Supply of hardware and system softwares and its maintenance should be kept out of scope. Bidder should be responsible for supply , implementation and maintenance of FI application only	Refer to corrigendum.This point is treated as deleted.
166	Page-40	5. Section III: Detailed Scope of Work	25. Utilization Report of server/hardware/firmware should be submitted to the Bank on regular basis. MIS report is to be parameterized as decided by Banks.	Supply of hardware and system softwares and its maintenance should be kept out of scope. Bidder should be responsible for supply , implementation and maintenance of FI application only	Refer to corrigendum.
167	Page-40	5. Section III: Detailed Scope of Work	27. In addition to security features deployed in the technology, Bidder's operational procedures should ensure protection of the Bank from business risk (from system error, human error, negligence and mismanagement), operational risk, reputation risk and fraud risk (loss to earnings or capital due to intentional deception by employees, customers, agents, external entities, etc.) and any other risk. If risk due to above, Bidder shall be liable.	Bidder shall not be liable for any any indirect or consequential loss due to the bank. Liability of the bidder for direct losses cannot be more than 10% of the amount received by the bidder for the current contract in the preceding 12 months.	The clause will remain same as per RFP.
168	Page-40	5. Section III: Detailed Scope of Work	28. Bidder shall comply with the Banks internal audit (including IS Audit) requirement as well as third party external auditors for conducting periodical audit. Bidder should carry out patch management activities, including Operating System (OS) hardening for the infrastructure deployed as well as changes required in hardware and software for closure of audit reports without any extra cost to bank. Bidder has to perform VAPT audit for all application/server/interfaces on half yearly basis without any cost to the Bank and comply all observation within 30 days	Hardware/ software patch management , OS hardening for infra deployed should be done by the hardware / system software supplier. Request the bank that hardware and system software supply should be kept out of scope for the bidder.	The clause will remain same as RFP. Bank is looking for complete hosted solution .



169	Page-41	5. Section III: Detailed Scope of Work	30. The Bidder has to provide Perpetual Corporate License(s) for the software application(s) to be used in any number of Bank's offices, branches, users, devices and locations. Bidder to propose the same end to end FI solution to Bank	Clause should be modified as : The Bidder has to provide term based Perpetual Corporate License(s) for the software application(s)for the contract period to be used in any number of Bank's offices, branches, users, devices and locations.	Refer to corrigendum.
170	Page-41	5. Section III: Detailed Scope of Work	33. Any customization of the FI Gateway, common Kiosks application, and any other infrastructure inclusive of reports has to be carried out during warranty and AMC/ATS period will be done at no additional cost and a proper testing of the solution should be done before implementation	Any change ( regulatory or banks requirement) involving efforts upto 5PM per year can be bundled in the solution but customization requiring efforts more than 5PM should be mutually discussed and payable additionally by the bank at mutually agreed CR rates.	The clause remain same as per RFP
171	Page-41	5. Section III: Detailed Scope of Work	35. The bidder will have to perform a product benchmark at the benchmarking center as identified by the bidder in presence of "The Nainital Bank Limited" employees and its appointed representatives at no cost to the Bank to demonstrate that the proposed hardware provides the required service levels in terms of number of the 50 transactions per second (TPS) .		Refer ro corrigendum.This clause is treated as deleted. For average no. of transaction, refer page 43 for transaction information.
172	Page-42	5. Section III: Detailed Scope of Work	36. "The Bank shall be entitled to terminate the agreement with the Vendor without assigning any reason at any time by giving ninety (90) days prior written notice to the Vendor, at no cost to the bank."	Clause should be modified as : "Either Party shall be entitled to terminate the agreement with the other party without assigning any reason at any time by giving ninety (180) days. In the event of such termination, Bank shall be responsible for payment of fees for the services rendered and deliverables delivered till the effective date of termination including reasonable termination compensation towards unrecovered investments. In the event of such termination, Bank shall be responsible for payment of fees for the services rendered and deliverables delivered till the effective date of termination including reasonable termination compensation towards unrecovered investments.	The clause remain same as per RFP
173	Page-42	5. Section III: Detailed Scope of Work	37. Any other payment models including Account/Card/Mobile etc. as per latest NPCI specifications should be provided without any additional cost to the Bank.	Any change (regulatory or banks requirement) involving efforts up to 5PM per year can be bundled in the solution but customization requiring efforts more than 5PM should be mutually discussed and payable additionally by the bank at mutually agreed CR rates.	This point will be discused with successful bidder
174	Page-42	5. Section III: Detailed Scope of Work	39. Binding of RD service enabled authentication devices (Morpho, IRIS etc.) with business correspondent PC/laptop etc.	This should be done by device vendor	Agreed
175	Page-42	5.1. Data Quality	Tools for identifying the data quality issues and resolving the data quality problems are to be provided to have a clean and consistent data.	data cleansing and data quality check for data migration should be done by the bank or the existing FI vendor. Tools for such activities should be kept out of scope	The clause remain same as in RFP. There is no data migration.The data inputed in FI application should have validation to ensure data integrity.
176	Page-42	5.3. Sizing of Hardware an	The sizing should be done keeping in mind the fact that the application will be used by the Bank for a period of - 5- year (extendable further for 5 years at Bank's discretion).	Does the bidder has to do sizing for 10 years ? Please provide volume projection for 10 years (5 years data given in RFP)	Yes bidder has to do sizing for 10 years.Transaction volume for 10 years= 10 lac approx
177	Page-42	5.3. Sizing of Hardware an	The Bank reserves the right to procure the hardware from the bidder or from open market.	Request the bank to procure the hardware and system softwares from the open market on the basis of the sizing provided by the bidder for their solution.	Refer to corrigendum.Bank is looking for complete hosted solution .

178	Page-42	5.3. Sizing of Hardware an	<p>the shortlisted bidder will assist Bank in below tasks related to hardware:</p> <ul style="list-style-type: none"> <li>☑ Install the proposed solution on the hardware infra as recommended by the Bidder.</li> <li>☑ Recommend any enhancements/upgrades to the hardware and the software installed on same, to ensure that the application functions as required.</li> <li>☑ Support Bank in replacing/upgrading any software like OS, DB etc. that goes end of life/end of support to ensure that the proposed application functions as required</li> <li>☑ Support Bank team to ensure maintenance activities that are carried out as and when required.</li> <li>☑ Assist Bank team in ensuring compliance to various guidelines issued by RBI, other regulatory bodies, government etc.</li> </ul>	<p>We suggest that such services should be availed for the vendor who will be supplying the hardware and system softwares. Hardware and system software supply should be kept out of scope for this RFP.</p>	<p>Refer to corrigendum. Bank is looking for complete hosted solution .</p>
179	Page-43	5.5. Training	<p>Comprehensive training covering all aspects of proposed solution including all Functional and Technical aspects to be provided to all the identified Bank's staff and Business correspondents. The tentative number of persons to be trained will be a maximum of 100 and they may be split into batches for training for the whole period of TCO as per Bank's requirement.</p>	<p>Request the bank to fix maximum no of training batches and maximum batch size during the contract period. Such training are proposed to be conducted in online mode over and all training material to be provided in softcopy only.</p>	<p>Bank will discuss with successful bidder .</p>
180	Page-45	5.8. General Aspects in Scope	<p>11. Time, being an essential feature of the contract, the selected bidder is expected to successfully implement the solution proposed and generate all reports as prescribed by Bank within 16 weeks from the date of acceptance of Purchase Order.</p>	<p>Bidder request that an implementation time 36 weeks and lead time of 6 weeks from the date of signing of the contract.</p>	<p>The clause will remain same as per RFP</p>
181	Page-46	5.8. General Aspects in Scope	<p>22. Bidder will ensure escrow arrangement for application</p>	<p>Source code can only be for the customizations done specifically for the bank and can only be accessed in case the selected bidder goes bankrupt and unable to provide services to the bank</p>	<p>Refer to corrigendum . Clause treated as deleted. Bank is looking for complete hosted solution . Selected bidder has to provided System Audit Report.</p>
182	Page-46	5.8. General Aspects in Scope	<p>24. Bidder will ensure Personal Identifiable Information (PII) details such as PAN, Aadhaar number should not be stored in clear text.</p>	<p>Has the bank implemented an Aadhar vault solution for storing the Aadhar nos ?</p>	<p>Aadhar Data Vault will not be part of this project</p>
183	Page-47	5.8. General Aspects in Scope	<p>26. Bidder will ensure that Application level logs should be compatible for integration in Security Information and Event Management (SIEM) tool of the Bank for the proposed applications</p>	<p>Which SIEM tool is being used in the bank ?</p>	<p>Bank is using SIEM Tool ArcSight</p>
184	Page-48	5.8. General Aspects in Scope	<p>xi. Receipt printing in vernacular languages along with English, for Business Correspondents</p>	<p>Please provide the list of vernacular languages to be supported</p>	<p>Hindi language</p>

185	Page-48	5.8. General Aspects in Scope	xii. Facility to raise/track/close disputed transactions by Business Correspondent / branches/officials and generate MIS reports	BC complaints (mails or calls)and disputes should be handled by the bank	BC complaints (mails or calls)and disputes will be handled by the bank. This point pertains to status of disputed transaction done by BC
186	Page-49	5.8. General Aspects in Scope	iii. BM login can happen with user id, password, OTP, and fingerprint authentication, IRIS, or user id and Aadhaar based authentication.	Fingerprint authentication - does it mean authentication with locally stored finger prints in the bank ? If yes then this should be removed from scope and Aadhaar based authentication should be used. Please confirm the scope	BM Login with User ID, Password and OTP / Aadhaar based Authentication.
187	Page-49	5.8. General Aspects in Scope	32. Online Customer enrollment – with &without e-KYC (Finger Print and IRIS)	without KYC - does it mean authentication with locally stored finger prints in the bank ? If yes then this should be removed from scope and Aadhaar based authentication should be used. Please confirm the scope	Without E- KYC here means Capturing of physical KYC document data like Voter ID number , PAN Number etc
188	Page-49	5.8. General Aspects in Scope	39. FI Solution should have all existing product & features of Financial Inclusion as suggested by DFS/RBI/MoF/IBA/NPCI and Bank at the time of issue of purchase order.	Request you to please modify the clause as : 39. FI Solution should have all existing product & features of Financial Inclusion as suggested by DFS/RBI/MoF/IBA/NPCI and Bank at the time of issue of this RFP.	Refer to corrigendum.
189	Page-49	5.8. General Aspects in Scope	41. Bidder to maintain the complete End-to-end FI application system (FIG, Kiosk Application, etc.) for a period of five years after go live by deputing minimum 12 (Twelve) on-site resources for support and provide dedicated support services for Nainital bank only.	Please provide the list of roles to be performed by these resources, shift timing, number of resources per shift and location where these resources will be stationed. In view of current pandemic situation we request that bank should allow the option of providing the resources offsite and provide access of the production environment for giving necessary support	Refer to corrigendum.Clause treated as deleted
190				list of DC and DR location	Bank will share detail with successful bidder.
191				what is the current network connectivity between these datacenter	Connected through MPLS
192				How bank data centres are currently connected with NPCI and UIDAI	Connected thorough SWITCH vendor
193				What is the current network bandwidth available with bank	Minimum 2 mbps
194				Please share the details on the existing Financial Inclusion application.	M/S Nelito Systems Ltd-Door Step banking
195				Bidder would like to propose that implementation on its data center and services be provided on per transaction basis along with onetime onboarding fees. Please confirm if that will be acceptable to the bank.	Bank is looking for complete hosted solution .
196	9	2.1	Five years from the Go-Live date of proposed solution , extendable for further Five years solely at option of the Bank	Contract extension for further period of 5 years should be discussed & agreed upon mutually	The clause will remain same as per RFP.Bank will discuss with successful bidder for further extension of contract.
197	18	4.13	Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, the Bank reserves the right to negotiate the prices quoted in the bid to effect downward modification. The Bid Prices shall be indicated in Indian Rupees (INR) only. The Commercial bid should clearly indicate the price to be charged and Taxes will be applicable as per actuals. It is mandatory that such charges wherever applicable/payable should be indicated separately in Section V – Bid Submission Format. However, should there be a change in the applicable taxes, the same may apply.	Any new levy introduced by Central Govt/ State Govt or any increase in the rate of existing taxes shall be reimbursed to TCS at actuals. Also increase in the exchange rate to be passed on to the Bank.	The clause will remain same as per RFP.

198	40	24	Bidder should enter into agreement with Bank for a minimum period of 5 years from Go Live date with option of further extension of contract for further period subject to 5 years on mutual consent basis, provided services of the bidder is satisfactory and at Bank's sole discretion. However, Bank reserves right to cancel the contract at any time in case system fails to meet any of the requirements as mentioned in the RFP. Bidder has to monitor the utilization of hardware resources on regular basis and should upgrade/replacement of hardware if any required to avoid any business loss due to system performance issue without any additional cost to the Bank.	Contract extension for further period of 5 years should be discussed & agreed upon mutually. Estention of contract shall be subject to the successful Bidder's agreement on pricing and commercials for such extended period)	Refer to corrigendum.Bank will discuss with sucessful bidder for further extension of contract.
199	51	41	Bank will have the option to discontinue the onsite support at any time after One year, during the contract period. However, bidder's responsibility with respect to uptime commitment will remain the same. Bank may increase or decrease number of resources at any time during contractual period.	Bank should discuss with the bidder before discontinuing any onsite resource & the payment for the work already completed must be done by the bank to the bidder. Any increase or decrease in the number of resources should be mutually agreed & discussed upon	Refer to corrigendum. Clause treated as deleted
200	63	6.1	During extended period of five years if deemed appropriate (THE NAINITAL BANK LTD. reserve right to extend the agreement with Bidder), the term and conditions for SLA, penalty and Prices for On-premise services, AMC & Manpower shall remain same as given for 5th Year. Where the Bank is of the view that no further extension of the term be granted to the Bidder, the Bank shall notify the Bidder of its decision at least 6 (six) months prior to the expiry of the Term. Upon receipt of such notice, the Bidder shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Bank shall either appoint an alternative service provider or create its own infrastructure to operate such Services as are provided under this RFP. In such scenario, the terms and conditions for SLA, penalty and Prices for On-premise services, AMC & Manpower shall remain same as given for 5thYear.	Contract extension for further period of 5 years should be discussed & agreed upon mutually and subject to the successful Bidder's agreement on pricing and commercials for such extended period)	The clause will remain same as per RFP.Bank will discuss with sucessful bidder for further extension of contract.
201	64	6.2	Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract. However, if there is any increase/decrease in taxes/ duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to The Nainital Bank Ltd.	Any new levy introduced by Central Govt/ State Govt or any increase in the rate of existing taxes shall be reimbursed to TCS at actuals. Also increase in the exchange rate to be passed on to the Bank.	The clause will remain same as per RFP.

202	64	6.3	One Time Application Software/license cost and third-party application cost (if any)	Request - 100% payment to be released on delivery of application software/license to Bank-	The clause will remain same as per RFP.
203	64	6.3	Implementation & Integration cost	<input type="checkbox"/> 30% on signing of contract <input type="checkbox"/> 50% on first installation of proposed solution on Bank's infrastructure <input type="checkbox"/> 10% on successful UAT <input type="checkbox"/> 10% on successful integration of proposed solution with Finacle 10.x	The clause will remain same as per RFP.
204	16	4.11. Documents Comprising the Bids	1. Envelope 1 -Pre Qualification envelope - Undertaking for no deviation as per format provided in point 7.8	Request to either delete this clause or legal deviations be accepted from the bidder which can be discussed before selection of final bidder	The clause will remain same as per RFP.
205			Request the bank to to refer the embedded word document on the queries with respect to legal clauses in the RFP		The clause will remain same as per RFP.
206	24/ 4.31	6. Eligibility Criteria	Must be net profit making entity (from Indian operations only) for each year in the last three financial years that is financial years - 2018-19, 2019-20 and 2020-21	<p>Sarvatra is a leading financial technology company servicing more than 650 banks across India. Being a technology product company, we have continuously engaged our team in developing new products as per current market needs. As per company policy, we are not accounting for costs incurred on the development of new products under the expenditure head. Same is debited to profit and loss account instead of capitalizing the same so requesting you to please reconsider the profitability criteria as per the below proposed changes so that we will be able to participate in the RFP.</p> <p><b>Requested changes Bidder should have net worth in last three financial years i.e. 2018-19,2019-20 and 2020-21</b></p>	The clause will remain same as per RFP.
207	24/ 4.31	8. Eligibility Criteria	<p>Bidder should have below mentioned certificate which is valid as on the date of RFP submission</p> <input type="checkbox"/> ISO 9001:2015 <input type="checkbox"/> ISO 27001	<p>ISO 9001:2015 is not required by NPCI so kindly re consider the regulatory certificate which are required by NPCI as a payment regulator, which are PCI DSS, PA DSS , 22301 and 27001.</p> <p>Being a certified ASP offering payment services, it is expected to comply with all security considerations as designed by concerned regulatory authorities i.e., NPCI, UIDAI, RBI etc. Hence we are requesting bank to reconsider the same.</p>	The clause will remain same as per RFP.