

Sr. No.	Page #	Point/Section #	Point/Section Name	RFP Terms	Clarification Sought	Remarks
1	3	1.2	Objective	The solution will have to be upgraded by the Vendor free of cost any time in the event of any changes / modification / new regulatory requirements or reporting requirements which warrants compliance.	Any modification beyond the scope mentioned in RFP would be charged additionally on efforts basis. Kindly suggest.	No cost to be borne by bank. If change is within the scope of RFP.
2	3	1.2z	Objective	The solution will have to be upgraded by the Vendor free of cost any time in the event of any changes / modification / new regulatory requirements or reporting requirements which warrants compliance.	While we agree to comply with all applicable laws, regulations, guidelines / advisories, circulars, notifications issued by regulators like RBI and/or GOI, in relation to the provisioning of services under this RFP/contract, existing as on date of submission of bid, it is not possible for the bidder to envisage future regulatory, statutory or govt. orders/ requirements and corresponding changes to be done to the solution/ services. Thus we request that bidder should be liable for compliance of all applicable laws as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost, if having a direct or indirect cost implication, mutually agreed between the parties	No cost to be borne by bank to comply RBI and GOI directions.

					via Change Request and these clauses should be amended accordingly.	
3	3	1.2	Objective	The solution will have to be upgraded by the Vendor free of cost any time in the event of any changes / modification / new regulatory requirements or reporting requirements which warrants compliance	As future regulatory requirements cannot be assessed now as the same cannot be foreseen by the bidder, request that any applicable regulatory or statutory requirements for the solution shall be taken under the change management process to be agreed between the parties.	No cost to be borne by bank to comply RBI and GOI directions
4	3	1.3	Schedule of Bid submission	EMD & Cost of Bid	Is EMD amount Rs 10,000,00 + GST @18% Is Tender fee Rs 25,000 + GST @18%	EMD and cost of Bid is exclusive of GST. GST will have to be paid separately.
5	4	1.4		Last Date and Time for Receipt of Bids	Request the bank to give at least two weeks' time to bidders, after responding to pre-bid queries for preparation and submission of bids.	No Change in RFP Terms
6	12	3.2	Scope Of Work	The bidder should be capable to integrate the solution to Bank's Mobility Platform without any further cost.	Kindly elaborate what all channels are part of Bank's Mobility Platform	All digital Channels

7	13	3.2.3	Intelligence	The Bidder should have Applications, systems & processes which are compliant to data security standards i.e PCIDSS & PADSS	Kindly confirm if PCIDSS will suffice since PADSS should not be applicable for the scope of this RFP	PCIDSS is mandatory. In case full card number is used anywhere by bidder solution then PADSS is also required.
8	14	3.2.4.3	Customer Management	Bidders system should have the capability to integrate with Bank's database or Banks Enterprise Data Warehousing (EDW) to get customer related data to onboard the customers.	How will this work, will bank share the customer data in the form of SFTP file transfer?	Best security practices available in the market to be used.
9	14	3.2.3	Intelligence	The bidder to create and maintain an interactive secure (with TLS Layer) online website with corporate grade security features for loyalty rewards program.	Kindly elaborate on corporate grade security features details and requirements.	It will be shared with successful bidder.
10	14	3.2.3	Intelligence	The Bidder should have Applications, systems & processes which are compliant to data security standards i.e PCIDSS & PADSS	Bidder is PCI and ISO 27001 compliant and certified. PA DSS Certification is ensured by Bidder only for payment applications for which the certification is mandatory as per Payment Card Industry norms. PCI DSS certification will be as per PCI DSS periodic cycle for new applications.	No Change in RFP Terms
11	15	3.2.6.4	Redemption	Bidders to manage entire redemption process from sourcing to efficient & effective shipping of goods at customer's address with customers being provided with tracking number to track the	Does this mean, bidder needs to have a fulfillment capability for the rewards issued to bank customers	No Change in RFP Terms

				shipment online with provision of SMS alerts for the same.		
12	16	3.2.9.i		Designing of marketing campaigns/program for rewards program, GIF, artwork, E-mailers, poster, leaflets, catalogues etc. by bidder to help bank to carry promotion for Loyalty Reward Program. The creative designed for the Bank shall be made available to the Bank for further usage on Banks Social Media Platform and Corporate.	Please clarify if the cost of creatives for designing marketing campaigns, GIF, artwork, E-mailers, poster, leaflets, catalogues etc. be included in the commercial bid.	No cost to be borne by bank.
13	16	3.2.10		Existing reward points data of the Bank if any, to be migrated to the proposed solution. The migration activity will be sole responsibility of the Successful Bidder.	1. Kindly clarify if the successful bidder needs to bear the cost of migration.2. Kindly clarify if the cost of migration needs to be included in the commercial bid.	No cost to be borne by bank.
14	16	3.2.11.iii		For secure data transmission, the bidder shall connect their DC with Banks DC via a dedicated MPLS Connection.	Kindly confirm if the cost of setting up of MPLS will be included in the commercial bid	No cost to be borne by bank.
15	16	3.2.10	Migration	Existing reward points data of the Bank if any, to be migrated to the proposed solution. The migration activity will be sole responsibility of the Successful Bidder.	Please clarify, whether the existing service provider will be given platform access for data migration as the activity will be sole responsibility of the bidder.	No Change in RFP Terms

16	17	3.2.12	Audit Trail	The Bidder system shall be available for audit by Bank or its representative or by regulatory authority or any other statutory body, as required from time to time with or without notice.	<p>Bidder request Bank to provide prior written notice with minimum 30 days time to the Bidder for ensuring availability.</p> <p>As per industry standard Information Security Audit is done on annual basis. Request Bank to modify the clause accordingly.</p>	No Change in RFP Terms
17	17	3.2.12	Audit Trail	The Bidder system shall be available for audit by Bank or its representative or by regulatory authority or any other statutory body, as required from time to time with or without notice	<p>The Bank will have continuous electronic access to audit reports, attestations, and other detailed information regarding the Bidder' internal systems testing and procedures, and the bidder' information security and data privacy controls. These audit materials evidence FIS' compliance with industry and regulatory standards. Regulatory access is permissible, subject to the bidder' confidentiality and security policies and procedures and upon the Bank reimbursing the Bidder for the reasonable out-of-pocket costs incurred. Such access can be provided only with prior notice of at least 30 days.</p>	No Change in RFP Terms

18	17	3.2.14		<p>The bidder will create an E-Store solution that will enable Bank of India to provide a host of benefits and offerings to customers under one platform with seamless integration with Bank of India Mobile Banking and Internet Banking. It is a ONE STOP platform, accessible through single sign on via existing Internet Banking and Mobile Banking, which will enable:</p> <p>i. Customers to compare and shop across products. ii. Affiliate Redirection iii. Bin lock and allow customers the ability to pay only with Bank of India credit/debit card. iv. The selected partner needs to be in ready state to offer the solution within 3 months of the purchase order.</p>	<p>Kindly clarify if the cost of development of the E-Store will be included in the commercial bid which includes the development of single sign on API's etc.</p>	<p>No cost to be borne by bank.</p>
19	18	3.3	Eligibility Criteria	<p>Bidder should have a minimum annual turnover of Rs. 50.00 Crore in Indian market for each of the immediate last 3 financial years as per audited Balance sheet (2016-17, 2017-18 and 2018- 19).</p>	<p>Please suggest if this clause could be relaxed for MSME companies who are will to bid for this opportunity</p>	<p>No Change in RFP Terms</p>
20	18	3.3	Eligibility Criteria	<p>The Proposed Loyalty Solution by the bidder should have been implemented or under implementation in at least two institutions out of which one should be scheduled commercial banks in India or</p>	<p>Please advice on what kind of implementation experience apart from banks can be quoted here</p>	<p>No Change in RFP Terms</p>

				multinational Bank having setup in India.		
21	18	3.3	Eligibility Criteria	iv. The Proposed Loyalty Solution by the bidder should have been implemented or under implementation in at least two institutions out of which one should be scheduled commercial banks in India or multinational Bank having setup in India.	As we are having international clients references, Kindly modify the clause as "The Proposed Loyalty Solution by the bidder should have been implemented or under implementation in at least two banks/institutions globally."	No Change in RFP Terms
22	19	3.5		unless terminated earlier by the Bank by serving 90 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor.	Termination for convenience is acceptable only if the bank pays the bidder, the service fee for unexpired term of the agreement and request the bank to amend this clause accordingly.	No Change in RFP Terms. No cost to be borne by bank.
23	19	3.5		The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank	The terms and conditions of the SLA shall be as mutually agreed between the parties and shall incorporate the deviations from the RFP terms as submitted by the bidder.	No Change in RFP Terms

24	20	3.6.1	Penalties due to Delay in Launch	For any delay, over and above time lines from the date of acceptance of Purchase Order, LD @ 1% per week subject to a maximum of 10% contract value with applicable GST on LD amount will be levied and recovered from the final payment due. However, if there is a delay beyond the above period and/or amendments thereon, due to reasons attributable to the Bank, such period will be exempted from computation of delay for the purpose of LD. The bidder shall have to produce document showing "Reasons for delay to commence work" from the representatives of Bank of India at respective locations. This, however, does not preclude the Purchaser from invoking the Performance Guarantee if warranted, as per the terms of this Bid Document.	Kindly confirm if the contract value will be computed as per TCO? Will the LD's be restricted to administrative charges (if applicable)	No Change in RFP Terms
25	20	3.6	Payment Terms	One time set up fee (if applicable) to be paid after successful operation of platform for 1 month.	Is there no advance payment towards this to support working capital requirements for the project?	No Change in RFP Terms

26	20	3.6	Payment Terms	Payment Terms	The clause does not contain details of the due date for payment of invoices. Can we include: i) that payments shall be made within 30 days from the date of receipt of invoice by the Bank? ii) the process for handling disputed invoice. iii) the bidder right to charge a late payment fee @ 18% p.a from the due date of payment till the date of receipt of fees from the bank.	No Change in RFP Terms
27	20	3.6.1	Payment Terms	This, however, does not preclude the Purchaser from invoking the Performance Guarantee if warranted, as per the terms of this Bid Document	If bidder fails to meet the timelines due to reasons attributable to the Bank, the Bank shall not have a right to invoke the PBG. Please delete the clause.	No Change in RFP Terms
28	21	3.6.3	Payment Terms	Amount of penalty will be recovered from vendor, on demand from Bank. The vendor undertakes to pay the penalty amount as prescribed by the Bank	This is a unilateral clause and hence please modify to include that the bidder also accepts the penalty amount levied by the Bank. Should there be any dispute or disagreement, then the bidder shall be given the right to be heard before any recovery of the penalty amount.	No Change in RFP Terms

29	21	3.7.i to iii	<p>This shall be in addition to the penalty for not meeting SLA which is defined separately.</p> <p>ii. Penalties will be levied @ Rs 50,000/- or actual fraudulent amount (whichever is higher) per instance for any loss bank has suffered due to frauds taken place during the down time or non-availability or non-functionality of Loyalty Solution. In addition to this, please refer to the INDEMNITY clause in case of fraud amount exceeds per instance value.</p> <p>iii. For repeat failure, higher penalty e.g. invocation of PBG, blacklisting etc. will be charged depending upon the severity of the fraud/delay in rectification of the problem at the discretion of the Bank</p>	<p>Being a Software solution provided and considering that the solution is provided on software-as-a-service /hosted model, the bidder will not be in a position to accept any penalty/liability or indemnification for non-availability or non-functionality of the Loyalty Solution proposed. Only a penalty related to service default can be accepted, subject to the cap stated in the RFP for such breach of SLA.</p> <p>No other liability or indemnification is acceptable to the Bidder as we are merely a solution provider.</p>	No Change in RFP Terms
30	21	3.6.2.1	<p>The Bank would expect the bidder to commit to the service level assurances. The Bidder shall commit to maintain uptime of web portal and mobile app 99.50% and above per month. Bidder has to submit the report of uptime to the Bank on monthly basis.</p>	<p>Request a CURE period of 15 working days, within which we would cure the issue. In case we are not able to cure the default, the resultant penalty may be charged.</p>	No Change in RFP Terms

31	21	3.7		Penalty for Losses/breaches.i. This shall be in addition to the penalty for not meeting SLA which is defined separately.ii. Penalties will be levied @ Rs 50,000/ - or actual fraudulent amount (whichever is higher) per instance for any loss bank has suffered due to frauds taken place during the down time or non-availability or non-functionality of Loyalty Solution. In addition to this, please refer to the INDEMNITY clause in case of fraud amount exceeds per instance value.	Request the additional penalty amount to be Rs. 5,000 charged at every instance, as there is a penalty charged by the Bank on the Bidder for every violation of any service level assurances.	No Change in RFP Terms
32	22	3.8.4	EXEMPTION OF EMD AND TENDER FEE	Micro & Small Enterprises (MSE) units and Start-ups* are exempted from payment of EMD and tender fee provided the Services they are offering, are rendered by them.	We have registered in Udyam Registration portal for MSE and we have received UDYAM REGISTRATION NUMBER. Can we provide Self Declaration along with portal Screenshot of Udyam Registration No. for exemption Please advise.	No Change in RFP Terms
33	22	3.8		3.4 Or Fails to comply any terms of RFP or Purchase Order	The bank has remedies like charging penalty/LD etc for delays and service defaults by the Bidder. Please remove this clause.	No Change in RFP Terms

34	23	3.9		<p>Termination for default.i. If the bidder fails to perform any other obligation(s) under the Contract.ii. Delay in Implementation of the Project beyond the specified periods.iii. Non satisfactory performance of the Project during implementation.iv. Failure to upgrade the project as per the requirements of the Bank.v. Serious discrepancies noted in the implementation of the project.vi. Breaches in the terms and conditions of the Order.vii. Non satisfactory performance of the Project in terms of affecting the Core Systems of the Bank. The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order at any time without assigning appropriate reasons in the event of one or more of the above conditions.viii. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Performance Bank Guarantee given by the bidder.</p>	<p>The entire grounds for termination as stated herein are generic, wide and subjective without a cure period and hence propose to include the following as the clause for termination for default:<i>Either party may terminate the agreement on thirty (30) days advance notice to the other party if: (i) the other party breaches any of its material obligations under the Agreement and does not cure the breach within thirty (30) days after receiving notice describing the breach in reasonable detail</i></p>	No Change in RFP Terms
35	23	3.1		Bidding Documents	Kindly clarify if the Bidding Documents set needs to be as per point 3.14 (page 24) and 3.15 (page 26) or point numbers 4.27 (page 46), 4.28 (page 46), 4.29 (page 46) and 4.30 (page 48).	Bidding Documents set needs to be as per point 4.27

					Request a three part submission basis page 46.	
36	25	3.14.A	Annexure H Commercial Offer	Cost Per Point Redemption	a) Please suggest if CPP will be still a part of the commercial offer that needs to be fixed by the bank with uniform rate for all bidders. Suggest to just have One time fee + Administrative charges to compute the final TCO across 5 years. b) Administrative charges have not been mentioned	Bank shall reimburse the actual point redemption for points funded by bank.
37	25	3.14	Documents Comprising the Bid	g. A complete Bill of Material as per Part - 6.	We understand that the proposed solution is to be implemented on Hosted model, kindly confirm if the Bill of Material is still required to be submitted.	No Change in RFP Terms
38	25	3.14	Documents Comprising the Bid	k. While submitting the Technical Bid, literature on the software/hardware if any, should be segregated and kept together in one section/lot. The other papers like Bid Security, forms as mentioned above, etc. should form the main section and should be submitted in one lot, separate from the section containing literature and annual accounts. Note: - Bidder has to provide computer hardware	We understand that the proposed solution is to be implemented on Hosted model, kindly confirm if the hardware specification & configuration is still required to be submitted.	No Change in RFP Terms

				specification & configuration, storage etc. required by them in the technical bid.		
39	25	3.14.	g	A complete Bill of Material as per part 6	Kindly clarify if Bill of Material as per Part 6 is same as Annexure H, Indicative Commercial.	No Change in RFP Terms
40	26	Part II		" Proposal for RFP for end to end Solution for POS Acquiring Business in Bank of India"	We understanding that there is no related mentioned point.	Please read as " Proposal for Engagement of Vendor for End to End Management of Enterprise Wide Loyalty Program for Bank of India"
41	33	3.33	Award Criteria	The Bank will award the Contract to the successful system integrator or Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is commercially lowest Bid.	Does this mean the awarding criteria for the successful bidder will be on the basis of commercially lowest bid only and/or a combination of a suitable and viable response (in terms of technology, scalability, deployment & host of other features of the platform) along with the lowest bid?	No Change in RFP Terms

42	39	4.4.i to ii	<p>The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance</p>	<p>Request to make this clause mutual as the bidder also discloses his confidential or proprietary software and services to the Bank, including the proposal.</p>	<p>No Change in RFP Terms</p>
----	----	-------------	--	---	-------------------------------

43	39	4.5.i		<p>i. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.</p>	<p>The Bidder accepts to indemnify and defend the Bank against a third party claim of IP infringement for use of the Services under this RFP by the Bank, provided that such claim pertains to the Solution as and when made available to Bank by the bidder and when properly used for the purpose and in the manner specifically authorized by the Agreement between the Parties. Bidder agrees to pay direct monetary damages, court cost and reasonable attorney fees incurred by the Bank provided Bank agrees to promptly notifying in writing of any claims for which it seeks indemnity, including all materials received by the party related to the claim, provides sole control over the defense and settlement of such claims to the Bidder, reasonably cooperate during defense and settlement efforts by Bidder; and agrees not making any admission, consent judgment or settlement or payment of compensation of such claim. With respect to threatened or actual IP Claim, bidder will be entitled to modify, seek license or replace the services and if none of these options are</p>	No Change in RFP Terms
----	----	-------	--	---	--	------------------------

					<p>available, bidder shall be entitled to take the infringing services back and refund bank the advance service fee, if any paid by the bank. These are the sole remedy of Bank for any IP infringement claim. Further the clause is silent on the standard exclusions available to TSPs for such software services.</p>	
--	--	--	--	--	--	--

44	40	4.7		Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of records, systems, process, Data center & Data Repository arrangements, including Hardware, Software/solution provided to the Bank under the RFP and the Bidder shall extend all cooperation in this regard.	Bidder would like to clarify that any audit will be cooperative of and in considerate to Bidder's confidentiality and security restrictions and guidelines.	No Change in RFP Terms
45	40	4.7		Inspection and Quality Control Tests	The Client will have continuous electronic access to audit reports, attestations, and other detailed information regarding the Bidder' internal systems testing and procedures, and the bidder' information security and data privacy controls. These audit materials evidence FIS' compliance with industry and regulatory standards. Request to remove this clause.	No Change in RFP Terms
46	40	4.8.i		The supplier shall provide complete and legal documentation of all subsystems, operating systems, system software, utility software and other software. The supplier shall also provide licensed software for all software products whether developed by it or acquired from others. The supplier shall also indemnify	The solution is provided as a SaaS under the RFP and the IT environment is used by the bidder. The bank merely gets access to the solution by way of availing the services only. In this scenario, there cannot be any indemnity or penalty that may be levied against the bank for use by Bidder and hence this clause is not suitable for the proposed	No Change in RFP Terms

				the Bank against any levies / penalties on account of any default in this regard.	model. Please remove this clause.	
47	40	4.9		On successful completion of installation, commissioning, acceptability test, receipt of deliverables, etc., and after the solution runs successfully for three months after going live and Bank/RRBs is satisfied with the working on the system, the acceptance certificate (as mutually decided and approved by the Bank/RRBs signed by the Supplier and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.	The solution is provided as a SaaS under the RFP and SaaS is available upon execution of an agreement and software delivery and acceptance is not required. Please remove this clause. E16	No Change in RFP Terms
48	40	4.9		Acceptance Procedure	Kindly clarify what is meant by the successful commissioning of the systems.	Commissioning means production movement.

49	41	4.10		For each Application/Operating System/database/middleware and third party utilities installed, the Supplier is required to train the designated Bank's technical and end-user personnel to enable them to effectively operate and perform administration of the total system. Training shall be conducted on the dates and the locations as mutually agreed upon before the Commissioning of the system at each location, as per Clause 7.12.	Being a hosted/SaaS model deal, there is no requirement for such training for the bank staff as the Application/Operating System/database/middleware and third party utilities installed and administration of the total system is done by the Bidder. Please remove this clause.	No Change in RFP Terms
50	42	4.16		i. All bidder's records with respect to any matters covered by this RFP shall be made available to the Bank or its designees at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the bidder, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank.	As the service will be hosted in shared environment, such audits shall be limited in scope to provide client reasonable assurance on security arrangement deployed in Bidder's shared environment.	No Change in RFP Terms

51	42	4.16.i	<p>Inspection of records & Audit - All bidder's records with respect to any matters covered by this RFP shall be made available to the Bank or its designees at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the bidder, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.</p>	<p>The Client will have continuous electronic access to audit reports, attestations, and other detailed information regarding the Bidder' internal systems testing and procedures, and the bidder' information security and data privacy controls. These audit materials evidence FIS' compliance with industry and regulatory standards. Request to remove this clause.</p>	<p>No Change in RFP Terms</p>
----	----	--------	--	--	-------------------------------

52	43	4.16		<p>ii. The Vendor should comply with Bank's IS Security policy and audit requirements along with RBI audit.</p>	<p>Bidder have in place and operate controls in accordance with its internal information security policies and standards which comply to the requirements specified as per Payment Card Industry Data Security Standard (PCI DSS), Payment Application Data Security Standard (PA DSS), and ISO 27001 Standard, as applicable. Bidder is complying with the cyber security controls applicable for Application Service Providers as specified by Reserve bank of India. Bidder also provide access to Reserve Bank of India for on-site and off-site supervision in accordance with the agreement with its customers. Bidder has varied customer base using its shared services but having different IS Security policy requirements. Hence, adherence by Bidder to different customer policies may not be practicable. Request to kindly modify the clause accordingly.</p>	<p>No Change in RFP Terms</p>
----	----	------	--	---	--	-------------------------------

53	43	4.16		vii. The vendor should ensure implementation of all guidelines / advisories issued by the Regulator (RBI) & GOI in terms of data security & privacy from time to time. Any delay in timely closure of audit / regulatory compliances may lead to penalties by the Bank.	As upcoming mandates are unknown, the cost of the same cannot be estimated. Request bank to change the clause to pay for efforts on T & M, or on Actual Basis.	No cost to be borne by bank.
54	43	4.16		viii. The Bank shall conduct the vendor risk audit of the vendor setup on a yearly basis. The Vendor shall ensure the timely closure of all audit observations.	Bidder is PCI and ISO 27001 compliant and certified. PCI DSS certification will be as per PCI DSS periodic cycle for new applications.	No Change in RFP Terms
55	43	4.16 vii		The vendor should ensure implementation of all guidelines / advisories issued by the Regulator (RBI) & GOI in terms of data security & privacy from time to time.	While we agree to comply with all applicable laws, regulations, guidelines / advisories, circulars, notifications issued by regulators like RBI and/or GOI, in relation to the provisioning of services under this RFP/contract, existing as on date of submission of bid, it is not possible for the bidder to envisage future regulatory, statutory or govt. orders/ requirements and corresponding changes to be done to the solution/ services. Thus we request that bidder should be liable for compliance of all applicable laws as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost,	No cost to be borne by bank to comply RBI and GOI directions

					if having a direct or indirect cost implication, mutually agreed between the parties via Change Request and these clauses should be amended accordingly.	
56	43	4.16.ii		The Vendor should comply with Bank's IS Security policy and audit requirements along with RBI audit	The bidder has a robust InfoSec policy which ensures that the appropriate security safeguards are in place, which generally provide for high security levels based on prevailing industry practice to protect the data of our clients. Having a large number of clients , bidder cannot agree to abide by multiple sets of security requirements or standards. We further ensure that data is only processed in accordance with applicable laws.	No Change in RFP Terms

57	43	4.16.vii		The vendor should ensure implementation of all guidelines / advisories issued by the Regulator (RBI) & GOI in terms of data security & privacy from time to time. Any delay in timely closure of audit / regulatory compliances may lead to penalties by the Bank.	While we agree to comply with all guidelines issued Gov. existing as on date of submission of bid, it is not possible for the bidder to foresee guidelines to be issued by gov. in future and corresponding changes to be done to the Services, thus we request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No cost to be borne by bank.
58	43	4.16.viii		The Bank shall conduct the vendor risk audit of the vendor setup on a yearly basis. The Vendor shall ensure the timely closure of all audit observations	The clause is open-ended. Request to modify as follows:"The Bank shall conduct the vendor risk audit of the vendor setup on a yearly basis. The Vendor shall ensure the timely closure of all audit observations <i>with respect to the agreed scope of services under the agreement between the parties</i> "	No Change in RFP Terms

59	43	4.17		<p>The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees / officers / staff / personnel / representatives / agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.</p>	<p>While we agree to comply with all statutory, regulatory and all other guidelines existing as on date of submission of bid, it is not possible for the bidder to foresee statutory, regulatory and all other guidelines in future and corresponding changes to be done to the Services, thus we request that bidder should be liable for compliance of all statutory, regulatory and all other guidelines applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly. Further we request the Bank to incorporate the process of indemnity and bidder being liable to indemnify the bank for any third party claim against the bank to the extent same is caused due to Bidder's non-compliance of applicable laws while providing services to the Bank under this RFP if (a) Bank providing prompt notice of the claim; (b) sole control to the Service Provider to defend or settle the claim; (c) provide all information, assistance or support required for defence</p>	No Change in RFP Terms.
----	----	------	--	---	---	-------------------------

					or settlement of claim; (d) take all steps to mitigate the claim.	
--	--	--	--	--	---	--

60	43	4.18		<p>Guarantees- i. Bidder should guarantee that the software and allied components used to service the Bank are licensed and legal. All hardware, related software and other equipment must be supplied with their original and complete printed documentationii. Bidders should provide reasonable level of assurance about the application being free of malware at the time of sale, free of any obvious bugs, and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/ modifications done).iii. Bidder should guarantee that the software and allied components used to service the Bank are licensed and legal.iv. 16.4 Bidders should provide reasonable level of assurance about the application being free of malware at the time of delivery of the solution</p>	<p>The solution is provided in a SaaS model and hence the onus of obtaining appropriate license for the software and the allied components lies with the bidder and any non-compliance in this regard will not result in any claim for the bank. The Bidder can provide a reasonable level of assurance about using a commercially viable and reputable virus checking product to check the solution and services delivered for any known malware, known bugs, or known covert channels in the application at the time of delivery or provision of services and will take commercially reasonable efforts to eliminate such harmful code that is detected.</p>	No Change in RFP Terms
61	44	4.18		<p>iv. 16.4 Bidders should provide reasonable level of assurance about the application being free of malware at the time of delivery of the solution.</p>	<p>Suggest to change as "Bidders should provide reasonable level of assurance about the application being free of known malware at the time of delivery of the solution".</p>	No Change in RFP Terms

62	45	4.25	Intellectual Property Rights	The Bank will own all intellectual property rights to all design, software and/or systems created specifically for implementation at the Bank under this contract. The Bidder shall fully protect the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by the Bidder anywhere in the world.	Need more clarity on this clause, typically software platform/system IPR are owned by the vendor	No Change in RFP Terms
63	45	4.21		Violation of terms	Request to make this clause mutual.	No Change in RFP Terms
64	45	4.22		The Selected Bidder shall not, without the Bank's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the work assigned to them. The Selected Bidder shall be required to sign a Non-Disclosure Agreement.	Request to make the clause mutual.	No Change in RFP Terms

65	45	4.25		<p>The Bank will own all intellectual property rights to all design, software and/or systems created specifically for implementation at the Bank under this contract. The Bidder shall fully protect the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by the Bidder anywhere in the world</p>	<p>This is not acceptable. The bidder shall own any copyright, trademark, trade name, trade secret, patent, database rights or other intellectual property right in or to the proposed solution and services. This is a SaaS deal and the Bank is only using the solution as a service. The Bank cannot be allowed to acquire any rights or title or ownership in any intellectual property created under the Services, regardless of who participated in their creation or the medium of expression as the underlying solution' IP lies with the Bidder. The Bidder ay use all of Bank' comments and suggestions for the improvement of any FIS Property without accounting or reservation. The indemnification from any third party claim for IP infringement for use of Bidder' services by the Bank is already contained in the RFP and hence request to remove " <i>The Bidder shall fully protect the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by the Bidder anywhere in the world.</i>"</p>	<p>No Change in RFP Terms</p>
----	----	------	--	---	--	-------------------------------

66	45	4.25		Intellectual Property RightsThe Bank will own all intellectual property rights to all design, software and/or systems created specifically for implementation at the Bank under this contract. The Bidder shall fully protect the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by the Bidder anywhere in the world.	Kindly clarify the kind of IP the Bank will hold. Will the Bank hold Copyright of the website.	No Change in RFP Terms
67	46	4.27	Three Part Offer	i. The offer will be in three parts – Eligibility, Technical and Commercial	This clause is in contradiction to: Clause 1.3.3 - In this regard, a two-envelope bidding Procedure (Technical Bid and Price Bid) in separate envelopes will be adopted. Clause 3.14 - The Vendor shall seal the “Technical Proposal” and “Price Proposal” separately Request the bank to confirm which clause can be referred to for submission of bids.	Bid to be submitted in 3 parts
68	46	4.26		Bidder will not hire employees of the Bank or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of the Bank directly involved in this contract during the period of the contract and one year thereafter, except as the	Request to make the clause mutual	No Change in RFP Terms

				parties may agree on a case-by-case basis.		
69	50	4.37.ii		All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by Bank of India and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference.	Request to modify as below, as even number of arbitrators cannot be appointed under law. "All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by Bank of India and the other to be nominated by the Bidder <i>and the two arbitrators shall appoint a presiding arbitrator/umpire.</i> "	No Change in RFP Terms

70	51	4.40		Vendor's aggregate liability for actual direct damages shall be limited to a maximum of the Contract Value, provided that this limit shall not apply to(1) the infringement indemnity; or(2) Bodily injury (including death) and damage to real property and tangible personal property caused by Vendor's negligence. Vendor shall not in any event be liable for any indirect or consequential damages, or for loss of profit, business, revenue, goodwill, anticipated savings or data, or third party claims except with respect to bodily injury (including death) and damage to real and tangible personal property for which Vendor is legally liable. For the purposes of this Section, "Contract Value" at any given point in time, means the aggregate value of purchase orders placed by Bank on the Vendor under this project.	Request to remove sub-clause (2) <i>Bodily injury (including death) and damage to real property and tangible personal property caused by Vendor's negligence. Vendor shall not in any event be liable for any indirect or consequential damages, or for loss of profit, business, revenue, goodwill, anticipated savings or data, or third party claims except with respect to bodily injury (including death) and damage to real and tangible personal property for which Vendor is legally liable.</i> The Services are provided from the bidder' premises and the above indemnity grounds shall not arise.	No Change in RFP Terms
71	51	4.40		Liability Vendor's aggregate liability for actual direct damages shall be limited to a maximum of the Contract Value, provided that this limit shall not apply to	Request the aggregate liability to be capped at six months admin fees paid by the Bank to the Company.	No Change in RFP Terms

72	52	4.42		<p><u>Compliance with Statutory and Regulatory Provisions</u> It shall be the sole responsibility of the Bidder to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP.</p>	<p>We request the Bank to insert the word 'applicable' and modify the clause to: '<i>It shall be the sole responsibility of the Bidder to comply with all applicable statutory and regulatory provisions while delivering the services mentioned in this RFP.</i>'</p>	<p>No Change in RFP Terms</p>
73	52	4.42		<p>It shall be the sole responsibility of the Bidder to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP.</p>	<p>While we agree to comply with all guidelines issued Gov. existing as on date of submission of bid, it is not possible for the bidder to foresee guidelines to be issued by gov. in future and corresponding changes to be done to the Services, thus we request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.</p>	<p>No cost to be borne by bank.</p>

74	52	4.43.b	<p>The Vendor shall indemnify the Bank, and shall keep indemnified and hold the Bank harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) incurred/may be incurred by the Bank and also those relating to, resulting from or in any way arising out of any claim, suit or proceeding brought against the Bank including by a third party as a result of: An act or omission of the Vendor, its employees, agents and sub-contractors in the performance of the obligations under the contract and/ or(b) Claims against the Bank and/or any legal proceedings made by employees or other persons who are deployed by the Vendor and/or by any statutory/regulatory/ govt. authority and/or(c) Breach of any terms of the Contract and/or the Service level Agreement to be executed by the Vendor and/or breach of any representation or warranty and/or.(d) Violation of the Confidentiality obligations by the Vendor and/or its officials/employees or any other person employed by them in connection with the</p>	<p>As Bank has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, we request the Bank to restrict indemnity to 3rd party claim to the extent same is relating to (i) IP infringement claim to the extent same is made against the bank due to bank's use of Bidder's services. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Bank provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the services and if none of these options are available, bidder shall be entitled to take the infringing solution back and refund bank service fee is any paid by the bank in advance. These are</p>	No Change in RFP Terms
----	----	--------	--	--	------------------------

			<p>Contract and/or.(e) Breach of any of the terms of the Contract and/or Service level Agreement by the subcontractors, if subcontracting of any part is permitted by Bank and/or The Software/Deliverables supplied not being properly licensed one and/or(g) Any breach of IPR violations by the Vendor including those of the Software/Deliverables/Materials supplied to the Bank and/or services rendered by the Vendor.(h) breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the Vendor under this RFP; and/or· Gross negligence attributable to the Vendor or its employees or sub-contractors; and/or Any action taken, claims or fines imposed on Bank by any Government, statutory or regulatory authorities due to an act or omission on the part of the Vendor, which acts or omission in breach of this Agreement; and/or· Any loss on account of any skimming, shimming or keypad-related fraud committed on the CDs attributable to the</p>	<p>the sole remedy of Bank for any claim.</p>	
--	--	--	--	---	--

			<p>manufacturing defect in the CDs and specifically excluding frauds committed by using cards obtained/processed fraudulently outside the purview of reasonable control of the Vendor; and/or- Any cash replenishment shortages committed by any employee of the Vendor and/or CMA engaged by Vendor; and/or- Any losses, damages, costs incurred by the Bank on account of any third party claims due to any fault, imperfection on the equipment provided by the Vendor under this RFP; and/or- Fraud committed by the Vendors or its representatives resulting in Bank's image getting tarnished. The claim made by Bank in this regard shall be final and binding upon Vendor even though they have made good the monetary loss to the Bank. The Vendor shall at its own cost and expenses defend or settle any claim against the Bank including that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark. Vendor and/or its sub-contractors shall undertake thorough</p>	
--	--	--	--	--

				<p>background check, due diligence in verifying the antecedents of its employees and shall indemnify and protect the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from any action of its employees or agents. In the event any such claim or legal action is initiated against the Bank by the employees/agents of Vendor or of the subcontractor's employees/agent or by any agent/employee of any agency engaged by the Vendor for providing any services including security arrangements, the Vendor shall immediately implead itself in such proceedings, contest or settle the matter at its costs. In any way the Vendor shall ensure that Bank is removed from the array of Defendants immediately. All costs and expenses including counsel fee shall be borne by the Vendor and the Bank shall be kept fully Indemnified in this regard by the Vendor. Vendor and its outsourced agents shall comply with all statutory and regulatory provisions, relevant laws framed by the Central Government, State</p>		
--	--	--	--	--	--	--

Government and Local Bodies, regulations, guidelines, etc., like Shops & Establishment Act, Minimum Wages Act, Contract Labour, Tax laws, all laws pertaining to contract employees required for providing the Services including Caretaker Services etc. and undertakes to keep the Bank indemnified against any defaults of his obligations under the compliance of such laws. It is clarified that there shall not be any cap on the liability of the Vendor under the Indemnity and the aforementioned obligations shall survive termination of contract. "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in

				<p>good faith. "Wilful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.</p>		
--	--	--	--	---	--	--

75	53	4.43		<p>Vendor and its outsourced agents shall comply with all statutory and regulatory provisions, relevant laws framed by the Central Government, State Government and Local Bodies, regulations, guidelines, etc., like Shops & Establishment Act, Minimum Wages Act, Contract Labour, Tax laws, all laws pertaining to contract employees required for providing the Services including Caretaker Services etc. and undertakes to keep the Bank indemnified against any defaults of his obligations under the compliance of such laws.</p>	<p>While we agree to comply with all applicable laws, regulations, guidelines / advisories, circulars, notifications issued by regulators like RBI and/or GOI, in relation to the provisioning of services under this RFP/contract, existing as on date of submission of bid, it is not possible for the bidder to envisage future regulatory, statutory or govt. orders/ requirements and corresponding changes to be done to the solution/ services. Thus we request that bidder should be liable for compliance of all applicable laws as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost, if having a direct or indirect cost implication, mutually agreed between the parties via Change Request and these clauses should be amended accordingly.</p>	<p>No Change in RFP Terms</p>
----	----	------	--	---	---	-------------------------------

76	53	4.43.1.ii.b.h		<p>INDEMNITY Breach of any of the terms of the Contract and/or Service level Agreement by the subcontractors, if subcontracting of any part is permitted by Bank and/or</p> <p>Fraud committed by the Vendors or its representatives resulting in Bank's image getting tarnished. The claim made by Bank in this regard shall be final and binding upon Vendor even though they have made good the monetary loss to the Bank.</p>	<p>Kindly further clarify 'any terms' of the agreement as 'Any terms' is quite broad.</p>	<p>No Change in RFP Terms</p>
----	----	---------------	--	--	---	-------------------------------

77	54	4.43.c	<p>The total cumulative liability of either Party arising from or relating to this Agreement shall not exceed the total amount payable to the Vendor by the Bank for the entire contract period. Provided however, this limitation shall not apply to any liability or damages arising from (a) wilful misconduct of the Vendor; (b) indemnification against third party claims for infringement; (c) breach of confidentiality obligations; (d) loss of Bank's Cash held in CD, in Transit and / or in Vault held by the Vendor or any agency engaged by the Vendor. The maximum aggregate liability of Service Provider, in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost. The limitations set forth herein shall not apply with respect to: (a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right; (b) damage(s) occasioned by the Gross Negligence, fraud or Wilful Misconduct of Service Provider, damage(s) (c) damage (s) occasioned by</p>	<p>This clause contradicts with the clause No. 4.40 of the RFP and contains clauses that are not related to the services under this RFP. As the bidder's obligations under the RFP is to provide the Loyalty Solution as a service/hosted in bidder's premises, we request bank to cap the liabilities limited to the contract value wherein IP infringement indemnity excluded from this cap and remove this duplicate clause.</p>	No Change in RFP Terms
----	----	--------	---	---	------------------------

				<p>Service Provider for breach of Confidentiality obligations, (d) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations, (e) When a dispute is settled by the Court of Law in India (f) Regulatory or statutory fines imposed by a Government or Regulatory agency for noncompliance of statutory or regulatory guidelines applicable to the Bank. Provided that such guidelines were brought to the notice of Service Provider.</p>		
78	54	4.43.d		Confidentiality	Request to make the clause mutual	No Change in RFP Terms

79	54	4.43.1.ii.c		Limitation of Liability	Request to be capped at maximum 6 months of admin fees paid by the Bank to the Company in the preceding 6 months.	No Change in RFP Terms
80	55	4.43.1.ii.d.1		CONFIDENTIALITYThe Vendor will, at all times, maintain confidentiality of the Confidential Information and of this Agreement, Information of Bank including of the Bank's Customer, any business , technical, financial information / data or any other information disclosed or accessible to the Vendor for this project whether at the time of disclosure, designated in writing as confidential or not.		No Change in RFP Terms
81	57	Annexure - O		Non-Disclosure	The clause needs to be made mutual.	No Change in RFP Terms
82	58		Acceptance of Terms	A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.	Request to remove this clause as the RFP contains several non-standard terms which are not suitable for the services required to be provided by the Bidder and hence a deemed acceptance of the terms as stated in the RFP that governs the service delivery is not acceptable.	No Change in RFP Terms
83	80		Annexure – G	Manufacturer's Authorization Form	Do we need to provide MAF as Annexure – F shows Letter of Authorization to BID. Please clarify.	Manufacturer's Authorization Form is required if bidder is providing any hardware under RFP requirement.
		Table – I : Sl. No 4				

84	59		Cancellation of contract and compensation	<p>The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank on the following circumstances.· The selected Bidder commits a breach of any of the terms and conditions of the tender/contract.· The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.· The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.· If the delivery of XXX delayed by more than two weeks from the due date of delivery / If deductions on account of liquidated Damages exceeds more than 5% of the total contract value.· If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions.· An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.· Bidder failing to execute the contract document.</p>	<p>The Bidder agrees for cancellation of the contract on the following grounds:i) either party may terminate the contract for breach of material obligation by the other party under the SLA related to the services and the defaulting party does not cure the breach within 30 days after receiving notice describing the breach in reasonable details and(ii) the other party discontinues performance under the SLA because of a binding order of a court or regulatory body.</p>	No Change in RFP Terms
----	----	--	---	--	---	------------------------

85	59		<p>TERMINATION FOR CONVENIENCE</p>	<p>In addition to the right of the Bank to terminate the contract for the delayed/unsatisfactory/non-performance of the Vendor and/or for various reasons detailed in the Service Level Agreement to be executed with the Bank, the Bank shall also be entitled to terminate the Contract at any time for its convenience by giving one month notice to the Vendor. It is hereby clarified that the termination for convenience shall be without any compensation to the Vendor and in case of termination for any reason, the Bank shall not be liable to pay any fee/consideration for the contract which is not performed. It is also clarified that the Vendor shall not be entitled to terminate the contract.</p>	<p>Termination for convenience is acceptable only if the bank pays the bidder, the service fee for unexpired term of the agreement and request the bank to amend this clause accordingly.</p>	<p>No Change in RFP Terms</p>
----	----	--	------------------------------------	---	---	-------------------------------

86	59		TERMINATION FOR CONVENIENCE	<p>In addition to the right of the Bank to terminate the contract for the delayed/unsatisfactory/nonperformance of the Vendor and/or for various reasons detailed in the Service Level Agreement to be executed with the Bank, the Bank shall also be entitled to terminate the Contract at any time for its convenience by giving one month notice to the Vendor. It is hereby clarified that the termination for convenience shall be without any compensation to the Vendor and in case of termination for any reason, the Bank shall not be liable to pay any fee/consideration for the contract which is not performed. It is also clarified that the Vendor shall not be entitled to terminate the contract.</p>	Request a cure period of 15 days to resolve the issue.	No Change in RFP Terms
----	----	--	-----------------------------	--	--	------------------------

87	60		<p>Patent Rights/Intellectual Property Rights</p>	<p>In the event of any claim asserted by a third party of infringement of trademark, trade names, copy right, patent, intellectual property rights or industrial design rights arising from the use of the products supplied by the BIDDER or any part thereof in India, the BIDDER shall act expeditiously to extinguish such claim. If the BIDDER fails to comply and the BANK is required to pay compensation to a third party resulting from such infringement, the BIDDER shall be responsible for the compensation including all expenses, court costs and lawyer fees. The BANK will give notice to the BIDDER of such claim, if it is made, without delay</p>	<p>Bidder agrees to indemnify and defend the Bank against a third party IP infringement claim to the extent same is made against the bank due to bank's use of Bidder's services. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Bank provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the services and if none of these options are available, bidder shall be entitled to take the infringing solution back and refund bank service fee is any paid by the bank in advance. These are the sole remedy of Bank for any claim.</p>	<p>No Change in RFP Terms</p>
----	----	--	---	---	---	-------------------------------

88	60		Compliance with law	<p>The Vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this contract and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. Further the Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the</p>	<p>While we agree to comply with all guidelines issued Gov. existing as on date of submission of bid, it is not possible for the bidder to foresee guidelines to be issued by gov. in future and corresponding changes to be done to the Services, thus we request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly. Further, as the bidder' obligations under the RFP is to provide the Loyalty Solution as a service/hosted in bidder' premises, we request bank to cap the liabilities limited to the contract value wherein IP infringement indemnity excluded from this cap. Further we request the Bank to incorporate the process of indemnity and bidder being liable to indemnify the bank for any third party claim against the bank to the extent same is caused due to Bidder's non-compliance of applicable laws while providing services to the Bank under this RFP if (a)</p>	No cost to be borne by bank.
----	----	--	---------------------	--	--	------------------------------

			<p>project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor. The Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would not be limited to court awarded damages and shall include indirect, consequential and incidental damages. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.</p>	<p>Bank providing prompt notice of the claim; (b) sole control to the Service Provider to defend or settle the claim; (c) provide all information, assistance or support required for defence or settlement of claim; (d) take all steps to mitigate the claim.</p>	
--	--	--	---	---	--

89	61	4.44.i		The Bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, entry permits, etc. in connection with delivery of products at site including incidental services and commissioning.	Request to modify as below: "The fees invoiced by the Bidder does not include any applicable taxes (including withholding, sales, use, excise or consumption taxes such as octroi, LBT, VAT or GST), duties, levies, fees or similar charges or surcharges of any jurisdiction that may be assessed or imposed in connection with the transactions under the SLA"	No Change in RFP Terms
90	63	5.1	Point 5	The Bidder should have the infrastructure for providing 24x7 support and attending timely to the customer grievances about the loyalty program.	As the Call Centre Support is being provided by the Bidder, will Bank of India be reimbursing the agent and the telecommunication charges to the bidder?	No cost to be borne by bank.
91	64	5.1.7	Eligibility Criteria	The Bidder should have at least 5 year experience in implementation and Management of Loyalty Program for at least 2 institutions out of which one should be Public Sector Bank in India	Page # 18 says Scheduled commercial bank or multinational bank in India. Please confirm whether it is scheduled commercial bank(public or private) or Public Sector Bank only.	No Change in RFP Terms
92	65			b) Security and Data Privacy: <ul style="list-style-type: none"> · Details of security stack proposed. · Data Security and data privacy modules. · Access control process for the proposed solutions. · Features for log recording and scrutiny. · Features from protection from 	Please confirm if this is mandatory requirement even for the shared services platform? Please consider removal of this requirement for shared services. Bidder is ISO27001 aand PCI compliant and certified and have all the	No Change in RFP Terms

				intrusion by unwanted applications, scripts etc	mandatory security controls in place.	
93	65	5.1		Bidder will have to submit self-arrived evaluation matrix	Kindly confirm if the matrix table is applicable for the scope of this RFP.	No Change in RFP Terms
94	67	5.3	Technical Evaluation	Experience in managing end-to-end loyalty at least 2 institution out of which one should be Schedule Commercial Bank	As we are having international clients references, Kindly modify the clause as "Experience in managing end-to-end loyalty at least 2 institutions globally"	Experience in managing end-to-end loyalty at least 2 institution out of which one should be Public Sector Bank in India
95	67	5.3	Technical Evaluation	Number of Banking channels managed from amongst the following list: >Debit cards > UPI > Internet Banking > Mobile Banking > ATM > POS/E-com transactions > CASA & various accounts > Loan Portal	As we are having international clients references, Kindly modify the clause as "Number of Banking channels managed from amongst the following list: >Debit cards > Internet Banking > Mobile Banking > ATM > POS/E-com transactions > CASA & various accounts > Loan Portal"	No Change in RFP Terms

96	67	5.3	Technical Evaluation	Max Marks: 15 Scoring Criteria: 10 marks: All channels 08 marks: 4-5 channels 04 marks: 2-3 channels 02 mark: 1 channel	There is a contradiction in the marks mentioned in the scoring matrix, as the Max Marks and highest scoring doesn't match. Kindly provide clarification for the same.	15 Marks for all channels.
97	67	5.1, Point 4		Number of Banking channels managed from amongst the following list: >Debit cards > UPI > Internet Banking > Mobile Banking > ATM > POS/E-com transactions > CASA & various accounts > Loan Portal	The maximum points allocated for this point is 15, however for all 10 channels the marks are mentioned as 10. Requesting this to be corrected to 15.	15 Marks for all channels.
98	69	5.1, Point 9		Ability to provide customers the option to redeem their loyalty points in-store across high number of outlets	For instore redemptions, please clarify if customer should be able to swipe his card and able to redeem his points instantaneously? If yes, should the cost of setting up infrastructure be included in the administrative fee quoted in commercial bid?	No Change in RFP Terms
99	69	5.1, Point 10		Evaluation Parameter - Ability to manage redemption using Points +Bank's other channels like Alternate Delivery Channel or Cash. Scoring Criteria - 02 marks: Capability to manage redemption using	Please clarify the scoring criteria.	02 marks: Capability to manage redemption using Bank's other channels like Alternate Deliver Channel or Cash . No Marks:- No Capability to manage redemption using Bank's other channels like

						Alternate Deliver Channel or Cash .
100	70	5.3, Point 7		Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise is resorted to other law will be responsibility of the bidder. The bidder is required to submit an undertaking as per Annexure I: Tender Offer Cover Letter.	Kindly note the Annexure I as stated in this clause should be Annexure A – Cover Letter as Annexure I is the Annexure for Business Rules for Reverse Auction.	Refer Annexure A for Tender Offer Cover Letter.
101	74	Annexure B		Experience Details	1. The quantity and cumulative total are not applicable for the RFP. 2. The PO number and date cannot be shared, however program name, other public details can be provided.	No Change in RFP Terms
102	79	Annexure G		Annexure G	Manufacturer's Authorisation form is not applicable for the scope of this RFP. Kindly clarify if this point can be ignored.	No Change in RFP Terms

103	80	Annexure H		Annexure H	Kindly confirm that the redemption of rewards shall be reimbursed by the Bank on the actual reimbursement of the reward points at INR 0.25 per point rate.	Bank shall reimburse the actual point redemption for points funded by bank.
104	84		Start Price	The lowest Indicative commercials offer (total cost) may be considered as the starting Bid of the reverse auction and not for deciding the L-1 status. Bank may also decide the starting Bid for reverse auction. Bidders should note that the indicative commercial offer is only considered for the purpose of conducting „Reverse auction” process only.	Is it allowed on the part of bidders to quote a start price of INR 0/- as a part of the indicative commercial offer?	No Change in RFP Terms
105	94	7.1		Required period of validity of the performance security after the completion of performance.	Kindly further explain the clause and relevance of 12 months.	Bank Gurantee to be provided for 5Year +1 Year Extended Period
106	95	7.15	Payment Terms	• After supply and installation of solution at BANK OF INDIA Data Centre / Disaster Recovery (DR) Centre the payment shall be made as on monthly basis as per transactions volume.	We understand that the solution needs to be hosted at Bidder's Data Centre / Disaster Recovery (DR) Centre. Kindly clarify the clause.	Dc/DR to be at Biders location.

107	95	7.16	<p>The User acceptance test will be carried out as per mutually agreed Acceptance Test Plan against the systems requirements. The system will be considered accepted (supplied, installed and operationalized) only after ATP is completed as per the agreed plan and is duly signed/certified by the Bank and the bidder. Some of features required to be completed are enumerated below:</p> <ul style="list-style-type: none"> • The software should correspond to what is stated in the purchase order without deviation except where mutually agreed upon • The equipment and software is fully installed. • The features specified in the TFS/mutually agreed for implementation should be demonstrated. • The final acceptance of the system will be based on successful processing under live operations, acceptable to user dept/dept. concerned. • Capacity to handle a volume of transactions generated from our accounts with annual increase in volumes. 	<p>The solution is provided as a SaaS under the RFP and SaaS is available upon execution of an agreement and software delivery and acceptance is not required. Please remove this clause. E16</p>	No Change in RFP Terms
-----	----	------	--	---	------------------------

108	96	7.19		<p>The vendor should commence implementation of the Solution within 6 Weeks from the date of award of contract at BOI Head Office as well as at the DR Site. The implementation shall comprise of System Configuration, Customization, Pilot Implementation, UAT and System Roll Out. (DR SITE location).ii. The period of warranty will start from the date of signing off of the UAT.iii. The support services shall be for a period of at least 5 years after the expiry of warranty period. Bank should have at least one onsite DBA support during office hours of the bank and in case of exigencies, request for extended hours will have to be considered by the vendor.</p>	<p>The solution is provided as a SaaS under the RFP and SaaS is available upon execution of an agreement and the process as stated in this clause is not required. Please remove this clause.</p>	No Change in RFP Terms
109	97	Annexure N - v		<p>The bidder must undertake also submit a letter from OEM (Hardware and Application Software) certifying that if the bidder/ system integrator is not able to meet its obligations related to the service and support for the product as per contract during contract period, the OEM shall perform the said obligations with regard to their items through alternate and acceptable service provider. The bidder will be system integrator and will be liable for</p>	<p>Solution being the IP owned product of the bidder/its affiliate, it is not possible to use an alternate service provider to provide this services, should there by any default in meeting its obligations.</p>	No Change in RFP Terms

				the Hardware as well as Software performance		
110	97	Annexure N -vi		During the Term of this RFP, Bidder shall provide 99.95% uptime per month. If Bidder materially fails to meet an uptime of 99.95% for three (3) consecutive months, the Bank may have the right to terminate the contract.	Request to remove the termination provision as termination grounds for default is covered elsewhere in the RFP.	No Change in RFP Terms
111	100	Annexure N -x		During the currency of the contract if the cumulative penalty amount exceed 10% project cost, the Bank may consider termination of the Contract.	Request to remove the termination provision as termination grounds for default is covered elsewhere in the RFP.	No Change in RFP Terms
112	100	Annexure O		Non-Disclosure Agreement	1. Kindly confirm if the Non-Disclosure Agreement as per Annexure O needs to be franked at the time of Bid submission along with Eligibility Bid.2. Kindly confirm the franking amount.	Yes, it is to be stamped. Amount of the stamp should be of Rs. 600/-
113	101	Annexure P		Pre-Contract Integrity Pact	Kindly confirm the stamp paper amount for the Integrity Pact.	Amount of the stamp should be of Rs. 600/-

114	108	Annexure P		<p>The BIDDER undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded</p>	<p>Request to remove this clause. Service fee is based on multiple factors like taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, AMC, penalty, LD, FOREX etc. and unless all these factors are considered, Bidder will not be able to offer the service fee, it is offering or has offered to any other bank and make a refund based on an offer made by the bidder to any other PSU /Ministry/Dept.</p>	No Change in RFP Terms
115	112	Annexure Q		<p>This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the said RFP including all addendum/amendment/corrigenda floated by Bank of India pertaining to this RFP.</p>	<p>Request to remove this clause as the RFP contains several non-standard terms which are not suitable for the services required to be provided by the Bidder and hence an unconditional acceptance of the terms as stated in the RFP including all addendum/amendment/corrigenda floated by Bank of India that governs the service delivery is not acceptable. The bidder' offer shall contain the</p>	No Change in RFP Terms

					deviations to the terms of the RFP.	
116	113		Certification for Local Content	Certification for Local Content	Request if the certification for local content can be signed by a practising chartered accountant.	Refer to Point No.3.36
117	NA	NA	NA	General	Kindly confirm if this setup would be on shared or dedicated environment within hosted platform.	Bank requires dedicated environment within hosted platform.