



Sr. No.	Pg No	Point No	Tender Original Clause	Clarification	Request for Change / Modification / Addition / Deletion	BFSL Response
1	29			Request Bank to clarify scope of work. Is it software only or does Bank want facility management where software is hosted?		The requirement is of application and implementation followed by support. Facility Management is out of scope. However, dedicated onsite support is factored and Appendix -2 Bill of Materials has been changed accordingly
2	13			In case Bank wants end to end services (software, updates, facilities etc.) does Bank want all of this to be included under License cost?		The application updates should come without any additional cost. As stated above the scope includes application, implementation and support
3	30			Kindly share a pricing format with broad line items to bid for		Please follow template given for Bill of Materials
4	30			Kindly clarify list of features etc. as base license cost is subject to changes with every feature implementation		All updates excluding change requests should come without any additional cost.
5	16			The Company intends to procure application which runs preferably on Oracle Database for which the company has full use license.	Request bank to consider MSSQL even for capex model	Oracle is preferable and not mandatory
6	1	5	Appendix 01- Techno_functional_Requirements_22082023_updated (Scoring Sheet) "MMS" stands for Credit Card Management Solution	We Understand MMS refers to Merchant Management System, Request you to please confirm the same.		Yes, the understanding is correct
7	1	B-1	Appendix 01- Techno_functional_Requirements_22082023_updated (MMS - All Requirements) The Company requires the system to support on-line as well as off line entry of new applications	Request bank to please elaborate the requirement		The application should support offline - Manual data feed, online - API calls with third party onboarding platforms
8	1	B-2	Appendix 01- Techno_functional_Requirements_22082023_updated (MMS - All Requirements) Support batch uploading file containing merchant application data originated from a third party application	Request bank to please confirm the number of third party applications and if possible provide us the Names/List		Simplified bulk upload functionality of the application would suffice
9	1	E-12	Appendix 01- Techno_functional_Requirements_22082023_updated (MMS - All Requirements) Equipment leasing	Request bank to please elaborate the requirement		The application may have the functionality to differentiate the Inventory of POS terminals between Owned, Rented and Leased
10	1	F-14	Appendix 01- Techno_functional_Requirements_22082023_updated (MMS - All Requirements) The system shall support settlement in multiple currencies	Request bank to please confirm the number of currencies bank is looking for ?		The application should support all the currency which qualified for Dynamic Currency Conversion, INR and USD settlements.
11	1	L-3	Appendix 01- Techno_functional_Requirements_22082023_updated (MMS - All Requirements) Should support standard API based protocols to interface with various third Party Softwares	Request bank to please confirm the number of third party applications and if possible provide us the Names/List		JASON and XML -based APIs
12	1	M-2	Appendix 01- Techno_functional_Requirements_22082023_updated (MMS - All Requirements) AI/ML based Fraud & Risk Management services	Request bank to please elaborate the requirement , is bank expecting us to integrate with FRM system ?		The application should have Risk and Fraud module following market best practices
13	1	M-16	Appendix 01- Techno_functional_Requirements_22082023_updated (MMS - All Requirements) Capability to store Rent data along with MDR and should have the feature of sending customized information to merchant on defined frequency.	Request bank to please elaborate the requirement		This refers to capability of manage slab wise terminal rent and communication to merchants
14	41	7.17	RFP_MMS_v1_24082023 It is mentioned in 7.1 Overall bid 1. Submission of Bids will be ONLINE Through PROCURE TIGER. 2. No Sealed envelopes will be accepted. However it is also mentioned in 7.16 Submission of Bids 1. The Eligibility Bid containing the response to eligibility requirements for the solutions and other applications is to be sealed in a separate Envelope superscripted on the top of the cover as "ELIGIBILITY BID for procurement of Merchant Management Solution". 1. The Technical Bid containing the response to both technical and functional requirements for the Solution is to be sealed in a separate Envelope superscripted on the top of the cover as "TECHNICAL BID FOR Procurement of Merchant Management Solution".	Request bank to clarify the mode of submission. Kindly let us know the documents that are required to be physically provided in envelope to the bank		The bid submission is online through procure tiger only.

15	41	7.1	RFP_MMS_v1_24082023 2. The bidders need to quote indicative price of Hardware, system software, Database license etc. in their commercial bids as per Appendix 02 – Bill of Materials (A) for Capex Model. However supply of hardware and Database license do not form part of the scope of this RFP. Even though this item is only for calculation of TCO, the company reserves the right to compare this price from open market and change/adjust this indicative item at market price.	Whether the quote/indicative price of Hardware, system software, Database license etc. will be used for evaluation purpose?		Page no. 41 of RFP document, Point no 2 of Part III – Commercial Bid stands withdrawn. Please submit commercial bids as per Appendix 2 - Bill of Materials
16	41	7.1	RFP_MMS_v1_24082023 2. The bidders need to quote indicative price of Hardware, system software, Database license etc. in their commercial bids as per Appendix 02 – Bill of Materials (A) for Capex Model. However supply of hardware and Database license do not form part of the scope of this RFP. Even though this item is only for calculation of TCO, the company reserves the right to compare this price from open market and change/adjust this indicative item at market price.	1.Request bank to let us know the Enterprise license (like Oracle EULA) that is already available with the bank. 2. Request bank to allow the bidder to quote the price as 'zero' for the items that the bank already has an Enterprise license.		Page no. 41 of RFP document, Point no 2 of Part III – Commercial Bid stands withdrawn. Please submit commercial bids as per Appendix 2 - Bill of Materials
17	12	2.9	2.9 Facilities Management, AMC, ATS	Is the Bank expecting any dedicated support team from the vendor at the Banks premises onsite for L1 monitoring and incident management for the monitoring software and / or L2 level trouble shooting/log/issue analysis activities? Kindly confirm.		As stated above Facility Management is out of scope. However, dedicated onsite support is factored and Appendix -2 Bill of Materials has been changed accordingly
18	12	2.9	2.9 Facilities Management, AMC, ATS	If response to the above question is yes, then please specify what working hours will the onsite team be required? Also specify the headcount of L1 and L2 staff that the Bank will expect the vendor to deploy onsite.		As stated above Facility Management is out of scope. However, dedicated onsite support is factored and Appendix -2 Bill of Materials has been changed accordingly
19	12	2.9	2.9 Facilities Management, AMC, ATS	If response to the above question is yes, then please specify whether the Bank will expect such onsite support for the entire duration of the contract period or some other term.		As stated above Facility Management is out of scope. However, dedicated onsite support is factored and Appendix -2 Bill of Materials has been changed accordingly
20	12	2.9	2.9 Facilities Management, AMC, ATS	If the Bank does not need dedicated onsite support staff from the vendor, then will the Bank be willing to provide remote access to its production and DR environments to vendor staff such that shared or dedicated support can be provided to the Bank from vendors offshore support facilities ?		As stated above Facility Management is out of scope. However, dedicated onsite support is factored and Appendix -2 Bill of Materials has been changed accordingly
21	12	2.9	2.9 Facilities Management, AMC, ATS	Based on Bank's support expectations on the software, while the product support can be provided by the vendor, the vendor assumes that the Bank will cater to the support of the underlying infrastructure on which the monitoring software will be installed - namely OS, Middleware, Database, network, storage, etc.. Kindly confirm this assumption.		The understanding is correct
22	49	9.2	ATS & Onsite Support Charges ATS & Onsite Support Charges All AMC and ATS cost would be paid quarterly by the Company in arrears.	Bidder request the Company to change the payment cycle for AMC/ATS as annually in advance.		No Change
23	51	10.3	Limitation of Liability	Bidder requests to modify the liability as "In no event will the Service Provider's total liability to the Customer for any damages solely attributable to the Service Provider, during the term of the Agreement, whether in contract or tort, exceed the amount actually paid for the past 12 months (i.e the upfront amount paid shall be prorated to annual billing value) by the Company to the Bidder. The said liability limit shall be subject to deduction of total amount of penalties and/or liquidated damages paid (if any) under this Agreement and/or the relevant Attachment. In no event will the Bidder be liable for any damages attributable to the action or inaction of the Company or its subcontractors/vendors."		Changes not acceptable standard clause as per the RFP
24	52	10.6	Termination of Contract The selected bidder cannot terminate the contract by giving a contract termination notice to the Company. The Company reserves the right to terminate the contract entered into with the selected Bidder in the following circumstances:	Bidder proposes to have locking period of 4 years prior to exercise right of termination. Bidder requests the Company to give an opportunity of hearing before invoking any provisions under this clause. Bidder also requests the Company to modify the mutual termination rights as "Either party may terminate the contract with 90 days prior written notice subject to lockin period has been mutually agreed between the parties.". Bidder requests the Company to include termination rights to the Vendor due to breach any committed by the Company.		Changes not acceptable standard clause as per the RFP
25	55	10.8	Assignment 1. The selected bidder agrees that the selected bidder shall not be entitled to assign any or all of its rights and/or obligations under this tender and subsequent agreement to any entity including selected Bidder's affiliate without the prior written consent of the Company.	Bidder requests the Company to modify prior written consent to prior "written intimation" to the Company.		Any assignment can happen with consent of both the parties involved. It can't be on intimation

26	56	10.1	<p>Inspection and Records</p> <p>All records of bidder with respect to any matters covered by this RFP shall be made available to the Company or its designees at any time during normal business hours, as often as the Company deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Company would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to the Company, which would be used by the Company. The cost of the audit will be borne by the Company. The scope of such audit would be limited to Service Levels being covered under this RFP and subsequent contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The Bidder's records and sites managed for the Company shall also be subject to Regulator/Company inspection.</p>	<p>Bidder requests the Company to note significant time, efforts and costs are involved in providing all the mentioned reports and therefore requests the Company to modify the clause to include at mutually agreed costs and timeline between the parties. Bidder also request the Company to include prior notice of atleast 2 weeks before the scheduled audit.</p>		<p>Changes not acceptable standard clause as per the RFP</p>
27	58	10.19	<p>Arbitration</p> <p>All questions, claims, disputes or differences arising under and out of, or in connection with the RFP/ subsequent contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the RFP/ subsequent contract shall be referred to arbitration by a sole Arbitrator to be appointed by the Company.</p>	<p>Bidder requests the Company to modify the appointment of sole arbitration by the Company by replacing as follows:</p> <p>All questions, claims, disputes or differences arising under and out of, or in connection with the RFP/ subsequent contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the RFP/ subsequent contract shall be referred to arbitration by through a sole arbitrator to be mutually appointed by both the Parties.</p>		<p>Changes not acceptable standard clause as per the RFP</p>
28	60		<p>10.26 -Penalty</p> <p>In case the deadlines are not met then the vendor will have to pay penalty to the company @ 1% of implementation cost/setup cost inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond due date of implementation, to a maximum of 5%. If delay exceeds two weeks from due date of implementation, the company reserves the right to cancel the entire order.</p>	<p>Bidder requests the Company to exclude delays if any for reasons not attributable to the Service Provider and also provide an opportunity to cure the delay by submitting a root cause analysis plan. Bidder also request the Company to reduce the penalty percentage from 1 % to 0.5% and maximum to the extent of 2% per week or part thereof for late implementation.</p>		<p>No change</p>
29	60		<p>10.26 b. Liquidated Damages</p> <p>1. Company expects that the selected bidder complete the scope of the project as mentioned in section 6 – Project timeline of this document within the timeframe specified. Inability of the selected bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the Liquidated Damages clause. The proposed rate of Liquidated Damages would be 0.5% of the entire project cost/TCO per week of delay or non-compliance. Company at its discretion may apply this rule to any major non-delivery, non-adherence, non-conformity, non-submission of agreed or mandatory documents as part of the Project.</p>	<p>Bidder requests the Company to provide to service provider to submit a root cause analysis and meditation plan and upon failure deduct a sum equivalent to 0.25% of the monthly invoice for delay of each week and a part thereof maximum up to 5 % of the monthly invoice.</p>		<p>No change</p>
30			<p>Additional Clause request -Change Requests</p>	<p>Bidder proposes to include a clause in change requests.</p> <p>Bidder to note that any change requests, including, but not limited to, requests for changes in project plans, scope, specifications, schedule, designs or requirements with respect to the Services and subject to mutually agreed terms between the Parties.</p>		<p>No Change</p>
31			<p>Additional Clause request-Additional Services</p>	<p>"Additional Services" shall mean any changes, additions or modifications in scope of services, quality, or involve additional efforts, cost and expenses thereto that were mutually agreed through a change request. (for example: costs pertaining to implementation of any mandates from the regulators, change in security framework requirements such as PCI Software Security Framework (SSF) certification). Fees applicable for the Additional Services shall be mutually agreed between the parties.</p>		<p>No Change. CR shall only be applicable when the company requires an additional feature after Go Live.</p>