

Pre-Bid clarification for Tender of proposal for Procurement, Implementation and Maintenance of eKYC/AePS Solution

Sr. No.	RFP Point No/ Title	Page No in RFP	Details provided in RFP	Query/Changes Requested	Bank Response
1	19	2.5	The date on which the application is delivered will be taken as the date of delivery. The bidder shall be responsible for delivery of the application ordered at site within 4-5 weeks from the date of order.	We request bank to consider the timelines of 8-12 weeks for the delivery of the application.	Agreed, This Point would be Changed to ' The date on which the application is delivered will be taken as the date of delivery. The bidder shall be responsible for delivery of the application ordered at site within maximum 12 weeks from the date of order.'
2	19	2.6	Penalty will be charged @1% of total cost of application software (order value) for the per week delay in installation subject to maximum 10% of order value which will be over & above late delivery charges.	We request bank to consider the maximum/aggregate penalty of 3% of the order value.	This Point would be changed to 'Penalty will be charged @1% of total cost of application software (order value) for the per week delay in installation subject to maximum 5% of order value which will be over & above late delivery charges.'
3		Generic Queries		What HSM TPS Volume bank expecting?	200 TPS at the time of implementation and it should be scalable to 500 TPS during contract period.
4		Generic Queries		Is HA required for ADV/AEPS application?	Yes
5	8	Eligibility Criteria Pt. 3	The bidder should be an OEM for supply of licenses and solution implementation and maintenance support under warranty / AMC for the solution.	Bidder should be Original developer of the offered solution. If the bidder is not the original developer, a certificate from original developer certifying that the bidder is authorized business partner with an authority to do customization needs to be attached	Bidder should be Original developer of the offered solution. If the bidder is not the original developer, a certificate from OEM certifying that the bidder is authorized business partner with an authority to do customization needs to be attached
6	8	Eligibility Criteria Pt. 4	The Bidder should have yearly sales turnover of not less than Rs. 25Lacs during last three financial years	Considering the criticality of the RTGS/NEFT operations we would request bank to increase the yearly sales turnover of not less than 50 Cr. during the last 3 financial years	As per RFP Document
7	9	Eligibility Criteria Pt. 5	Bidder should have carried out at least 2 implementations of eKYC/AePS solution along with AADHAAR Data Vault & HSM directly with banks in India which should include at least 1 PSU Bank with more than 600 Branches.	Bidder (its OEM) should have carried out at least 2 implementations of eKYC/AePS solution along with AADHAAR Data Vault & HSM directly with banks in India which should include at least 1 PSU Bank with more than 600 Branches.	Bidder/OEM should have carried out at least 2 implementations of eKYC/AePS solution along with AADHAAR Data Vault & HSM directly with banks in India which should include at least 1 PSU Bank with more than 600 Branches.
8	1.1	7	The Bidder should be an OEM having project team members and support personnel competent enough to install, configure, customize, maintain, training and support the proposed solution.	Bidder is System Integrator, hence request to delete this clause	The Bidder/OEM should be having project team members and support personnel competent enough to install, configure, customize, maintain, training and support the proposed solution.
9	3.2	26	The required software and hardware and infrastructure would be installed at Vendor's datacenter (DC and DR locations along with auto synchronization). The solution should be configured with automatic replication to DR site with Recovery point objective (RPO) and Recovery time objective (RTO) as specified by the Bank's policy.	Please share the RPO /RTO requirements in detail as per Bank Policy	As per current Bank's CBS RTO/RPO policy.
10			Infrastructure and Operating system requirements at DC & DR location	Please suggest with minimum Hardware infrastructure & Compliance requirements as it is not mentioned in RFP	Vendor should propose the infrastructure for uninterrupted and seamless operations with requisite uptime.

Pre-Bid clarification for Tender of proposal for Procurement, Implementation and Maintenance of eKYC/AePS Solution

11			Disaster Recover Management Tool	Please share the existing DRM tool is running for DC DR failover or any preference OEM	As per Bank's CBS
12			Backup Policy	Please share the backup policy if any and backup infrastructure requirements. Kindly suggest for Backup consideration is there any specific requirements to consider socket based backup or TB based backup or bidder should propose as per solution requirements	Vendor should propose the best option to adhere to UIDAI Guidelines
13	3.2	25	eKYC	Please provide the volumetric data for ekyc requirement per day / per month	Per Day- 4000 Transactions, Per Month - 120000 Transactions are expected
14	3.2	25	eKYC	Please provide the details of application where need to integrated with ekyc	eKYC would be used at MicroATM for authentication. Bank has MicroATM provided by FINO and vendor has to do API integration with FINO
15	3.2	26	HSM	Can we propose software appliance or Vmware deployment kindly provide more details.	Physical HSM has to be implemented as per the UIDAI guidelines for Aadhaar Data Vault
16	3.8	34	ISO 27001 certification	Kindly provide more about this requirement in this Section what are the expectation here from bidder	The data center where eKYC and AADHAAR Data Vault would be deployed should be should be ISO 27001 Certified
17	3.8	34	3.8.7 ISO BCP 22301 certification	Kindly provide more about this requirement in this Section what are the expectation here from bidder	The data center where eKYC and AADHAAR Data Vault would be deployed should be should have this certification or any similar certification
18	3.8	34	3.8.8 PCI DSS Certification	Kindly provide more about this requirement in this Section what are the expectation here from bidder	The data center where eKYC and AADHAAR Data Vault would be deployed should be should have this certification or any similar certification
19	3.8	34	3.8.9 Meity Empaneled	Kindly provide more about this requirement in this Section what are the expectation here from bidder	The data center where eKYC and AADHAAR Data Vault would be deployed should be should have this certification or any similar certification
20	3.8	34	3.8.10 DIT empaneled	Kindly provide more about this requirement in this Section what are the expectation here from bidder	The data center where eKYC and AADHAAR Data Vault would be deployed should be should have this certification or any similar certification
21	3.8	34	3.8.11 STQC audit Certification	Kindly provide more about this requirement in this Section what are the expectation here from bidder	The data center where eKYC and AADHAAR Data Vault would be deployed should be should have this certification or any similar certification

Pre-Bid clarification for Tender of proposal for Procurement, Implementation and Maintenance of eKYC/AePS Solution

22	3.8	34	3.8.12 SOC and NOC	Kindly provide more about this requirement in this Section what are the expectation here from bidder	The data center where eKYC and AADHAAR Data Vault would be deployed should be should have SOC & NOC facilities
23	NA	General	Application, Software & Infra licensing.	Kindly confirm whether the licenses/infra will be in the name of the bank or the bidder	Licenses will be in the name of the bank
24		10	An Undertaking letter to be enclosed by the Bidder clearly stating that they are not banned by any Bank, PSU/GOI Departments as on date of submission of bid.	An Undertaking letter to be enclosed by the Bidder clearly stating that they are not banned by any Public Sector Bank, PSU/GOI Departments as on date of submission of bid.	This Point would be changed as 'An Undertaking letter to be enclosed by the Bidder clearly stating that they are not banned by any Public Sector Bank, PSU/GOI Departments as on date of submission of bid.'
25	1.7	Cost of Preparation and Submission of Bid	If any information / data / particulars are found to be incorrect, bank will have the right to disqualify / blacklist the company.	If any information / data / particulars are found to be incorrect, bank will have the right to disqualify / blacklist the company.	This Point would be changed as 'If any information / data / particulars are found to be incorrect, bank will have the right to disqualify the bidder and take appropriate course of action.'
26	1.7	Cost of Preparation and Submission of Bid	Bank reserves it right to cancel the order even after placing the letter of Intent (LOI) / Purchase Order, if bank receives any directions / orders from Statutory Body / RBI/Govt. of India in a nature that binds the bank not to take the project forward.	Bank reserves it right to cancel the order after providing a notice of 30 days even after placing the letter of Intent (LOI) / Purchase Order, if bank receives any directions / orders from Statutory Body / RBI/Govt. of India in a nature that binds the bank not to take the project forward. In case of cancellation, Successful bidders shall be paid for goods delivered or services rendered including work in progress till date of termination.	This point would be changed as 'Bank reserves it right to cancel the order after providing a notice of 30 days even after placing the letter of Intent (LOI) / Purchase Order, if bank receives any directions / orders from Statutory Body / RBI/Govt. of India in a nature that binds the bank not to take the project forward. In case of cancellation, Successful bidders shall be paid for goods delivered or services rendered including work in progress till date of termination.'
27	1.9	Performance Bank Guarantee	The successful bidder has to submit the Performance Bank Guarantee equivalent to 10% of Contract Value (i.e. Grand total cost for deciding L1 bidder) for the due performance of the contract, valid for 39 months including 3 months claim period. It is to be submitted centrally at HO IT Department level within 10 days from the letter of selection.	The successful bidder has to submit the Performance Bank Guarantee equivalent to 10% of Contract Value (i.e. Grand total cost for deciding L1 bidder) for the due performance of the contract, valid for 39 36 months including 3 months claim period . It is to be submitted centrally at HO IT Department level within 10 days from the letter of selection.	This Point would be changed as 'The successful bidder has to submit the Performance Bank Guarantee equivalent to 10% of Contract Value (i.e. Grand total cost for deciding L1 bidder) for the due performance of the contract, valid for 36 months. It is to be submitted centrally at HO IT Department level within 10 days from the letter of selection.'

Pre-Bid clarification for Tender of proposal for Procurement, Implementation and Maintenance of eKYC/AePS Solution

28	1.16	Right To Accept Any Bid And To Reject Any Or All Bids / Cancellation Of Tender Process	BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof even after issuance of letter of Intent. Any decision of in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During any stage of evaluation process, if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be summarily rejected by the Bank and no further correspondence would be entertained in this regard. Bank further reserves the right to amend, rescind, reissue or cancel this NIT and all amendments will be advised to the Bidder and such amendments will be binding upon them. The Bank also reserves its right to accept, reject or cancel any or all responses to this NIT without assigning any reason whatsoever. Further please note that the bank would be under no obligation to acquire any or all the items proposed. No contractual obligation whatsoever shall arise from the NIT process unless and until a formal contract is signed and executed by duly authorized officials of BANK and the bidder.	BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof even after issuance of letter of Intent , provided, in case of rejection the Bidder is duly notified with atleast ninety (90) days written notice. Any decision of in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During any stage of evaluation process, if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be summarily rejected by the Bank and no further correspondence would be entertained in this regard. Bank further reserves the right to amend, rescind, reissue or cancel this NIT and all amendments will be advised to the Bidder and such amendments will be binding upon them. The Bank also reserves its right to accept, reject or cancel any or all responses to this NIT without assigning any reason whatsoever. Further please note that the bank would be under no obligation to acquire any or all the items proposed. No contractual obligation whatsoever shall arise from the NIT process unless and until a formal contract is signed and executed by duly authorized officials of BANK and the bidder on mutually agreed terms.	As per RFP Document
29	1.19	Bid validity period	Bids shall remain valid for 180 (one hundred eighty) days after the date of bid opening prescribed by the Bank. The Bank holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, The Bank may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended.	Bids shall remain valid for 180 (one hundred eighty) 90 (ninety) days after the date of bid opening prescribed by the Bank. The Bank holds the rights to reject a bid valid for a period shorter than 180 90 days as non-responsive, without any correspondence. In exceptional circumstances, The Bank may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended.	As per RFP Document
30	1.22	Contract Period	The contract period will be for the periods of Three Years (1 year Warranty + 4 Years AMC). Further Bank reserves the right to extend the contract after the expiry for further period on mutually agreed term and conditions.	We would request bank to clarify the contract period.	Total contract duration of the 5 Years include 1 Year Warranty + 4 Year AMC.

Pre-Bid clarification for Tender of proposal for Procurement, Implementation and Maintenance of eKYC/AePS Solution

31	1.23	Signing of contract	The successful bidder(s) shall be required to enter into a contract with Bank, within thirty (30) days of the award of the work or within such extended period, as may be specified by Bank. This contract shall be based on this NIT document (read with addendums/Corrigendum/ Clarifications), LOI, Purchase Order and such other terms and conditions as may be determined by Bank to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid.	The successful bidder(s) shall be required to enter into a contract with Bank, within thirty (30) days of the award of the work or within such extended period, as may be specified by Bank. This contract shall be based on this NIT document (read with addendums/Corrigendum/ Clarifications), LOI, Purchase Order and such other terms and conditions as may be determined by both parties Bank to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid.	This point would be changed as ' The successful bidder(s) shall be required to enter into a contract with Bank, within thirty (30) days of the award of the work or within such extended period, as may be specified by Bank. This contract shall be based on this NIT document (read with addendums/Corrigendum/ Clarifications), LOI, Purchase Order and such other terms and conditions as may be determined by both parties Bank to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid.'
32	2.2	PAYMENT TERMS	The payment will be made as under:- - 50% on successful UAT sign off - 50% after Go live	The payment will be made as under:- For Infra and Software licenses: - 50% on successful UAT sign off 90% on delivery - 50% after Go live 10% on installation For Application implementation: 30% on PBG submission 50% on UAT 20% on GO-LIVE FMS Services: Monthly in arrears AMC/ATS: Annual in advance	Hardware should be purchased or installed on the name of bidder and application and licenses should be in name of Bank, therefore, payment terms will be as under: 10% on PBG submission 50% on UAT 40% on GO-LIVE
33	2.6	INSTALLATION	Penalty will be charged @1% of total cost of application software (order value) for the per week delay in installation subject to maximum 10% of order value which will be over & above late delivery charges.	Penalty will be charged @1% of total cost of application software (order value) for the per week delay in installation subject to maximum 10% 3% of Annualized order value which will be over & above late delivery charges. However, the overall maximum penalty, if any that can be imposed on successful bidder under this proposal contract shall not exceed 3% of the Annualized Contract Value and penalty for a given month should not be more than 3% of monthly invoice value	This point would be changed as 'Penalty will be charged @1% of total cost of application software (order value) for the per week delay in installation subject to maximum 5% of Annualized order value which will be over & above late delivery charges. However, the overall maximum penalty, if any that can be imposed on successful bidder under this proposal contract shall not exceed 3% of the Annualized Contract Value and penalty for a given month should not be more than 5% of monthly invoice value
34	2.7	WARRANTY	The bidder shall be fully responsible for the warranty for application software, against any defects arising from design, any defect that may develop under normal use during warranty period.	The bidder shall be fully responsible for the warranty for application software, against any defects arising from design, any defect that may develop under normal use during warranty period. The bidder shall however, have no responsibility to correct deficiencies to the extent caused by: (1) third party software or services relating to the deliverable(s) or application; (2) fault or negligence of Bank; (3) improper or unauthorized use of the deliverable or application; (4) use of the deliverable or application in a manner for which it was not designed, including, without limitation, use of the deliverable or application in connection with a technical environment other than as specified in the contract or NIT or agreed by the parties; (5) modifications of the deliverable or application by anyone other than the bidder or its employees or agents; or (6) causes external to the operation of the deliverable or application.	Bank can consider this point during the finalization of agreement with successful bidder

Pre-Bid clarification for Tender of proposal for Procurement, Implementation and Maintenance of eKYC/AePS Solution

35	2.9.1	ANNUAL MAINTENANCE CONTRACT	<p>2.9.1 The vendor is expected to maintain the application software supplied for at least two years after the expiry of warranty period of one year. Comprehensive on-site maintenance charges, for the post warranty period, must be quoted in percentage terms on a yearly basis, in the Commercial Offer. The vendor should also quote for 4 years AMC after the expiry of warranty period of one years with option for further extension on mutually agreed terms. AMC will be considered after the One year from the date of UAT Completion.</p>	<p>We would request bank to clarify the contract period</p>	<p>This Point would be changed as 'The vendor is expected to maintain the application software supplied for 4 years after the expiry of warranty period of one year. Comprehensive on-site maintenance charges, for the post warranty period, must be quoted on a yearly basis, in the Commercial Offer. The vendor should also quote for 4 years AMC after the expiry of warranty period of one year with option for further extension on mutually agreed terms. AMC will be considered after the One year from the date of Go Live.'</p>
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Pre-Bid clarification for Tender of proposal for Procurement, Implementation and Maintenance of eKYC/AePS Solution

36	2.9.1	ANNUAL MAINTENANCE CONTRACT	<p>2.9.2 DELAYS IN THE BIDDER'S PERFORMANCE The bidder must strictly adhere to the implementation schedule, as specified in the purchase contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the Bidder will enable Bank to resort to any or both of the following: i. Claiming Liquidated Damages ii. Termination of the purchase agreement fully or partly and claim liquidated damages. iii. Forfeiting of Earnest Money Deposit / Invoking EMD Bank Guarantee.</p>	<p>2.9.2 DELAYS IN THE BIDDER'S PERFORMANCE The bidder must strictly adhere to the implementation schedule, as specified in the purchase contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the Bidder will enable Bank to resort to any or both of the following: i. Claiming Liquidated Damages. LD charged should not exceed 0.25% of contract value for delay of each week corresponding to undelivered quantity subject to a max of 2.5% of annualized contract value. ii. Termination of the purchase agreement fully or partly after giving a notice of 30 days to cure the default and claim liquidated damages. In the event of termination Bank shall pay Successful bidder for goods delivered and services rendered till the date of termination, including work in progress. iii. Forfeiting of Earnest Money Deposit / Invoking EMD Bank Guarantee.</p>	<p>This point would be changed as 'The bidder must strictly adhere to the implementation schedule, as specified in the purchase contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the Bidder will enable Bank to resort to any or both of the following: i. Claiming Liquidated Damages - Liquidated Damages charged should not exceed 0.25% of contract value for delay of each week corresponding to undelivered quantity subject to a max of 2.5% of annualized contract value. ii. Termination of the purchase agreement fully or partly - After giving a notice of 30 days to cure the default and claim liquidated damages. In the event of termination Bank shall pay Successful bidder for goods delivered and services rendered till the date of termination, including work in progress.'</p>
37	2.9.1	ANNUAL MAINTENANCE CONTRACT	<p>2.9.3 LIQUIDATED DAMAGES If supplier fails to deliver any or all goods within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, a sum equivalent to 1% of the order value for each week of delay subject to the maximum of 10%. The penalty will be charged on order value for the items for which delivery is delayed.</p>	<p>2.9.3 LIQUIDATED DAMAGES If supplier fails to deliver any or all goods within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, a sum equivalent to 1% 0.5% of the order value corresponding to undelivered quantity for each week of delay subject to the maximum of 10% 2.5% of Annualized Contract Value. The penalty will be charged on order value for the items for which delivery is delayed.</p>	<p>This would be changed as 'If supplier fails to deliver any or all goods within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, a sum equivalent to 0.5% of the order value corresponding to undelivered quantity for each week of delay subject to the maximum of 2.5% of Annualized Contract Value. The penalty will be charged on order value for the items for which delivery is delayed.'</p>

Pre-Bid clarification for Tender of proposal for Procurement, Implementation and Maintenance of eKYC/AePS Solution

38	2.10	ORDER CANCELLATION	<p>The Bank reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by The Bank under the following circumstances:-</p> <p>a. The selected Bidder commits a breach of any of the terms and conditions of the bid and fails to meet agreed uptime.</p> <p>b. The Bidder goes into liquidation, voluntarily or otherwise.</p> <p>c. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.</p> <p>d. If the selected Bidder fails to complete the assignment as per the time lines prescribed in the NIT and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.</p> <p>e. If deductions of account of liquidated damages exceeds more than 10% of the total contract price.</p> <p>f. In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, The Bank reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.</p> <p>g. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking The Bank guarantee under this contract.</p> <p>h. The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone.</p>	<p>The Bank reserves the right to cancel the contract placed on the selected Bidder upon providing 30 days notice period and recover expenditure incurred by The Bank under the following circumstances:-</p> <p>a. The selected Bidder commits a material breach of any of the material terms and conditions of the bid and fails to meet agreed uptime within the thirty (30) days cure period.</p> <p>b. The Bidder goes into liquidation, voluntarily or otherwise.</p> <p>c. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.</p> <p>d. If the selected Bidder consecutively fails to complete the assignment as per the time lines prescribed in the NIT and the extension if any allowed, it will be a material breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.</p> <p>e. If deductions of account of liquidated damages exceeds more than 10% of the total contract price.</p> <p>f. In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, The Bank reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder. In the event of occurrence of above mentioned, the bidder's liability shall be limited to a maximum incremental charges not exceeding ten percentage (10%) of the amount paid or payable if the product where procured from the Bidder.</p> <p>g. The Bank reserves the right, upon the consent of the Bidder, to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking The Bank guarantee under this contract.</p> <p>h. The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank Bidder alone.</p>	<p>The Bank reserves the right to cancel the contract placed on the selected Bidder upon providing 30 days notice period under the following circumstances:-</p> <p>a. The selected Bidder commits a material breach of any of the material terms and conditions of the bid and fails to meet agreed uptime within the thirty (30) days cure period.</p> <p>b. The Bidder goes into liquidation, voluntarily or otherwise.</p> <p>c. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.</p> <p>d. If the selected Bidder consecutively fails to complete the assignment as per the time lines prescribed in the NIT and the extension if any allowed, it will be a material breach of contract. The Bank reserves its right to cancel the order in the event of delay.</p> <p>e. If deductions of account of liquidated damages exceeds more than 10% of the total contract price.</p> <p>f. In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, The Bank reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder. In the event of occurrence of above mentioned, the bidder's liability shall be limited to a maximum incremental charges not exceeding ten percentage (10%) of the amount paid or payable if the product where procured from the Bidder.</p> <p>g. The Bank reserves the right, upon the consent of the Bidder, to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking The Bank guarantee under this contract.</p>
39	2.10	ORDER CANCELLATION	<p>f. In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, The Bank reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.</p>	<p>f. In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, The Bank reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder. Provided further that the Vendor shall not be liable to Excess Cost in excess of (ten) 10 percent of the price of undelivered goods or services for which such option is exercised by the Purchaser.</p>	As per RFP Document
40	2.10	ORDER CANCELLATION	<p>g. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking The Bank guarantee under this contract.</p>	<p>g. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking The Bank guarantee only under this contract.</p>	As per RFP Document

Pre-Bid clarification for Tender of proposal for Procurement, Implementation and Maintenance of eKYC/AePS Solution

41	2.11	CONSEQUENCES OF TERMINATION	<p>In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], the Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the Contract.</p>	<p>In the event of termination of the Contract after providing a written notice of 90 days as curing period due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], the Bank may as discussed and agreed with the Bidder shall be entitled to impose any such further obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the Contract. In the event of termination by Bank, the Successful Bidder shall be paid for the:</p> <ul style="list-style-type: none"> a) Goods delivered b) Services rendered c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite successful bidder's best efforts e) Unrecovered investments shall be paid by customer as per termination schedule till the date of termination 	As per RFP Document
42	2.11	CONSEQUENCES OF TERMINATION	<p>In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by The Bank , the Bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as The Bank may specify including training, where the successor(s) is a representative/personnel of The Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.</p>	<p>In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by The Bank , the Bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as The Bank may specify including training, where the successor(s) is a representative/personnel of The Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof. However, successful bidder shall be paid additionally for such transition and the transition period shall in no even exceed six (6) months.</p>	<p>This point would be changed as 'In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by The Bank , the Bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as The Bank may specify including training, where the successor(s) is a representative/personnel of The Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof. Successful bidder shall be paid as per manmonth charges mentioned the commercial bid'</p>

Pre-Bid clarification for Tender of proposal for Procurement, Implementation and Maintenance of eKYC/AePS Solution

43	2.11	CONSEQUENCES OF TERMINATION	Nothing herein shall restrict the right of The Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to The Bank under law or otherwise.	Nothing herein shall restrict the right of The Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to The Bank under law or otherwise.	As per RFP Document
44	2.16	FORCE MAJEURE	Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or The Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos Terrorist attack, public unrest in work area Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or The Bank shall not be liable for delay in performing his/her obligations resulting from any force Majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions related to indemnity, confidentiality survives termination of the contract.	Force Majeure is herein defined as any cause, which is beyond the reasonable control of the selected Bidder or The Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos Terrorist attack, public unrest in work area Spread of epidemic and/or pandemic Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or The Bank shall not be liable for delay in performing his/her obligations resulting from any force Majeure cause as referred to and/or defined above except that Bank shall not be excused in any event from timely meeting its payment obligation. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions related to indemnity, confidentiality survives termination of the contract.	Force Majeure is herein defined as any cause, which is beyond the reasonable control of the selected Bidder or The Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos Terrorist attack, public unrest in work area Spread of epidemic and/or pandemic Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or The Bank shall not be liable for delay in performing his/her obligations resulting from any force Majeure cause as referred to and/or defined above except that Bank shall not be excused in any event from timely meeting its payment obligation. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions related to indemnity, confidentiality survives termination of the contract.
45	2.17	CONFIDENTIALITY	The selected vendor acknowledges that all material information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to BANK. The vendor agrees to hold such material and information in strictest confidence and not to make use thereof other than for the performance of this agreement to release it only to employees requiring such information and not to release or disclose it to any other party. The vendor agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non- disclosure of confidential information under this agreement can be fully satisfied.	The selected vendor acknowledges that all material information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to the disclosing party BANK. The receiving party vendor agrees to hold such material and information in strictest confidence and not to make use thereof other than for the performance of this agreement to release it only to employees requiring such information and not to release or disclose it to any other party. The receiving party vendor agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non- disclosure of confidential information under this agreement can be fully satisfied. Confidential Information shall not include information that: a. Is as of the time of its disclosure part of the public domain; or can be shown to have been in the possession of such party as evidenced by written records. b. Is subsequently learned from a third party without any obligation of confidentiality; or c. Is required to be disclosed pursuant to court order or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.	Bank can consider this point during the finalization of agreement with successful bidder

Pre-Bid clarification for Tender of proposal for Procurement, Implementation and Maintenance of eKYC/AePS Solution

46	2.18	OWNERSHIP AND RETENTION OF DOCUMENTS	<p>The Bank shall own the documents, prepared by or for the selected Bidder arising out of or in connection with the Contract.</p> <p>Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by The Bank, the Bidder shall deliver to The Bank all documents provided by or originating from The Bank / Purchaser and all documents produced by or from or for the Bidder in the course of performing the Service(s), unless otherwise directed in writing by The Bank at no additional cost.</p>	<p>The Bank shall own the documents, prepared by or for the selected Bidder arising out of or in connection with the Contract which is expressly designated as being for "development work".</p> <p>Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by The Bank, providing a reasonable time the Bidder shall deliver to The Bank all documents provided by or originating from The Bank / Purchaser and all documents produced by or from or for the Bidder in the course of performing the Service(s), unless otherwise directed in writing by The Bank at no additional cost.</p>	<p>The Bank shall own the documents, prepared by or for the selected Bidder arising out of or in connection with the Contract which is expressly designated as being for "development work".</p> <p>Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by The Bank, providing a reasonable time the Bidder shall deliver to The Bank all documents provided by or originating from The Bank / Purchaser and all documents produced by or from or for the Bidder in the course of performing the Service(s), unless otherwise directed in writing by The Bank at no additional cost.</p>
47	2.19	PATENT RIGHTS	<p>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 Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims.</p>	<p>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 Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all reasonable expenses, court costs and reasonable lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims arising out of intellectual property infringement relating to the services and deliverable under the Contract to be signed on mutually agreed terms.</p>	<p>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 Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all reasonable expenses, court costs and reasonable lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims arising out of intellectual property infringement relating to the services and deliverable under the Contract to be signed on mutually agreed terms.</p>
48	2.21	INTELLECTUAL PROPERTY INDEMNITY & INDEMNITY AGAINST MISUSE OF LICENSE	<p>The selected vendor has to undertake to indemnify BANK and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any Indian or foreign patent, trademark or copyright, arising out of the performance of this contract.</p> <p>The selected vendor shall have to undertake to indemnify BANK and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement or misuse by vendor of, any license issues arising out of the execution of this contract.</p>	<p>The selected vendor has to undertake to indemnify BANK and its officers, employees and agents against third party liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any Indian or foreign patent, trademark or copyright, arising out of the performance of this contract. The selected vendor shall have to undertake to indemnify BANK and its officers, employees and agents against third party liability, including costs, for actual or alleged direct or contributory infringement or misuse by vendor of, any license issues arising out of the execution of this contract.</p> <p>Successful bidder shall not have any liability to Bank under this section to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a deliverable with equipment or software supplied by Bank where the deliverable would not itself be infringing; (2) compliance with designs, specifications, materials, inputs, or instructions provided by Bank; (3) use of a deliverable in an application or environment for which it was not designed or contemplated under this Agreement; or (4) modifications of a deliverable by anyone other than Bidder where the unmodified version of the deliverable would not have been infringing.</p>	<p>Bank can consider this point during the finalization of agreement with successful bidder</p>

Pre-Bid clarification for Tender of proposal for Procurement, Implementation and Maintenance of eKYC/AePS Solution

49	2.26	LIMITATION OF LIABILITY	Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for IP Infringement indemnity Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender. Vendor shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.	Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for IP Infringement indemnity Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender. Vendor shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order. Notwithstanding anything contained herein, and in no circumstance neither Party shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury, loss of use, data, revenue, profits, business and for any claims of any third party claiming through Bidder that may arise out of or result from this Agreement. The aggregate liability of Wipro, under this Agreement, shall not exceed the fees (excluding reimbursements) received by it under this contract during the six months preceding the date of first claim. Both parties will in all circumstances use their best endeavors to mitigate any losses which are said to arise by reason of the breach, negligence or other default on the part of the other party. In the event of a default by Bank or any parties claiming through it, contributing to any loss or damage, the liability of Bidder shall be reduced to the extent caused or contributed by Bank or such related parties.	For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender. Vendor shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order. Notwithstanding anything contained herein, and in no circumstance neither Party shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury, loss of use, data, revenue, profits, business and for any claims of any third party claiming through Bidder that may arise out of or result from this Agreement. The aggregate liability of Wipro, under this Agreement, shall not exceed the fees (excluding reimbursements) received by it under this contract during the six months preceding the date of first claim. Both parties will in all circumstances use their best endeavors to mitigate any losses which are said to arise by reason of the breach, negligence or other default on the part of the other party. In the event of a default by Bank or any parties claiming through it, contributing to any loss or damage, the liability of Bidder shall be reduced to the extent caused or contributed by Bank or such related parties.
50	4.1	Penalty for Delivery	ii. If the bidder fails to deliver within stipulated time schedule, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct penalty at the rate of 1% of the order value of undelivered application software for per week of delay, as late delivery charges until actual delivery of the application software subject to a maximum of 10% of the order value.	ii. If the bidder fails to deliver within stipulated time schedule, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct penalty at the rate of 1% of the order value of undelivered application software for per week of delay, as late delivery charges until actual delivery of the application software subject to a maximum of 10% 3% of the order value corresponding to the undelivered quantity and penalty for a given month should not be more than 3% of monthly invoice value.	ii. If the bidder fails to deliver within stipulated time schedule, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct penalty at the rate of 1% of the order value of undelivered application software for per week of delay, as late delivery charges until actual delivery of the application software subject to a maximum of 5% of the order value corresponding to the undelivered quantity and penalty for a given month should not be more than 5% of monthly invoice value.
51	4.1	Penalty for Delivery	iii. The Bank is entitled to withhold (deduct) from the purchase price or any other amount, which is due to bidder from the contract.	iii. The Bank is entitled to withhold (deduct) upon the consent of Bidder from the purchase price or any other amount, which is due to bidder from the under this contract.	iii. The Bank is entitled to withhold (deduct) upon the consent of Bidder from the purchase price or any other amount, which is due to bidder under this contract.
52	4.1	Penalty for Delivery	iv. The Bank reserves the right to cancel the order in case complete delivery/services are not affected within the stipulated time.	iv. The Bank reserves the right to cancel the order in case complete delivery/services are not affected within the stipulated time after providing a written notice of 30 days to cure the default. In case of termination, Successful bidder shall be paid for the goods delivered and services rendered till the date of termination	iv. The Bank reserves the right to cancel the order in case complete delivery/services are not affected within the stipulated time after providing a written notice of 30 days to cure the default. In case of termination, Successful bidder shall be paid for the goods delivered and services rendered till the date of termination

Pre-Bid clarification for Tender of proposal for Procurement, Implementation and Maintenance of eKYC/AePS Solution

53	4.2	Penalty for installation	Penalty will be charged @1% per week of order value delay in installation, subject to maximum 10% of total cost (out of total order value), which will be over & above the late delivery charges.	Penalty will be charged @1% per week of order value delay in installation, subject to maximum 10% 3% of total Annualized cost (out of total Annualized order value), which will be over & above the late delivery charges. However, the overall maximum penalty, if any that can be imposed on Successful Bidder under this proposal contract shall not exceed 3% of the Annualized Contract Value and penalty for a given month should not be more than 3% of monthly invoice value.	Already clarified
54	4.3	Recovery of Penalty:	(I) During warranty Period: 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. Bank reserve the right to invoke the Bank Guarantee for recovering the penalty amount.	(I) During warranty Period: 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. Bank reserve the right to invoke the Bank Guarantee for recovering the penalty amount.	As per RFP Document
55	4.3	Recovery of Penalty:	(II) During AMC Period: Amount of penalty as per above clauses will be recovered/adjusted while making payment of the next renewal of AMC. In case of non-renewal of AMC, vendor will submit an unconditional undertaking to pay the pending penalty amount or damages immediately after demand from AUGB.	(II) During AMC Period: Amount of penalty as per above clauses will be recovered/adjusted while making payment of the next renewal of AMC under this contract/ Purchase order . In case of non-renewal of AMC, vendor will submit an unconditional undertaking to pay the pending penalty amount or damages immediately after demand from AUGB.	(II) During AMC Period: Amount of penalty as per above clauses will be recovered/adjusted while making payment of AMC under this contract/ Purchase order. In case of non-renewal of AMC, vendor will submit an unconditional undertaking to pay the pending penalty amount or damages immediately after demand from Bank.
56	4.3	Recovery of Penalty:	The Bank reserves the right to recover the penalty amount by any mode such as adjusting from any payments to be made by the Bank to the Bidder.	The Bank reserves the right to recover the penalty amount by any mode such as adjusting from any payments to be made by the Bank to the Bidder under this proposal.	The Bank reserves the right to recover the penalty amount by any mode such as adjusting from any payments to be made by the Bank to the Bidder under this proposal.
57			We understand that The Bank is not bound to accept the lowest or any offer the Bank may receive. We also certify that we are not blacklisted / banned by any Public sector Bank/PSU/GOI Department at the time of bid submission.	We understand that The Bank is not bound to accept the lowest or any offer the Bank may receive. We also certify that we are not blacklisted / banned by any Public sector Bank/PSU/GOI Department at the time of bid submission. <u>Bidder/Partner/Director/Promoter should not have been blacklisted by any PSU bank in India/ IBA / RBI during the last five years.</u>	Bank would follow the mentioned vendor evaluation process to selecting the bidder. Bidder/Partner/Director/Promoter should not have been blacklisted by any PSU bank in India/ IBA / RBI during the last five years.
58		9	An Undertaking letter to be enclosed by the Bidder clearly stating that they are not banned by any Bank, PSU/GOI Departments as on date of submission of bid.	An Undertaking letter to be enclosed by the Bidder clearly stating that they are not banned by any Public Sector Bank, PSU/GOI Departments as on date of submission of bid.	An Undertaking letter to be enclosed by the Bidder clearly stating that they are not banned by any Public Sector_Bank, PSU/GOI Departments as on date of submission of bid.
59	2	Declaration	If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.	If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the mutually agreed upon prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.	If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the mutually agreed upon form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

Pre-Bid clarification for Tender of proposal for Procurement, Implementation and Maintenance of eKYC/AePS Solution

60		Variance in Minimum Wages	Clause not present in RFP	Service Provider undertakes that it is compliant to State minimum wages act at the time of execution of the Agreement and the commercials are accordingly factored. In the event there is a change to the State minimum wages act or if the bank wants the Service Provider to comply to some other minimum wages act including but not limited to Central minimum wages act or the existing minimum wages act is repealed by another act, then in such cases, bank will support Service provider with change request for additional cost incurred by Service Provider for complying to new minimum wages. Service provider will not ask for Change request for any changes that is within 8% increase year on year from the State minimum wages as on the date of contract sign off.	As per RFP Document
61		Tax	Clause not present in RFP	Any increase or decrease in the rates of the applicable taxes, duties or any new levy on account of changes in law shall be to the account of Customer.	The applicable taxes and duties would be as per prevailing rates at the time of raising invoice
62		Deemed Acceptance	Clause not present in RFP	Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Wipro within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Wipro shall have 15 days time to correct in case of any rejection by Customer.	Bank can consider this point during the finalization of agreement with successful bidder
63		Termination by Bidder	Clause not present in RFP	Successful Bidder may terminate the Agreement upon written notice to the Customer in the event that the Customer commits a material breach of the Agreement or Statement of Work, including non-payment of fees and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days after receipt of notice.	Bank can consider this point during the finalization of agreement with successful bidder
64		Credit Period for Payment	Clause not present in RFP	All the payments to be made within 30 days of submission of invoice	As per RFP Document
65		Saving Clause	Clause not present in RFP	Bidder's failure to perform or delay in performing its contractual responsibilities (in whole or in part), to perform any part of the services, or to meet any agreed service levels shall be excused if and to the extent Bidder's non-performance is contributed to by Bank's act or omission to act, delay, wrongful action, failure to provide inputs, or failure to perform its obligations under this Agreement. The Bank shall in this regard also be responsible for the acts and omissions of its affiliates and other suppliers and advisors.	Bank can consider this point during the finalization of agreement with successful bidder

Pre-Bid clarification for Tender of proposal for Procurement, Implementation and Maintenance of eKYC/AePS Solution

66		Change Order	Clause not present in RFP	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work/Purchase Order. Wipro will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Wipro shall not be bound to perform any additional services.	Bank can consider this point during the finalization of agreement with successful bidder
67		Risk and Title	Clause not present in RFP	The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer	As per RFP Document
68		Pass Through Warranty	Clause not present in RFP	Since Wipro is acting as a reseller of completed products, Wipro shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Wipro shall not provide any additional warranties and indemnities with respect such products.	Bank can consider this point during the finalization of agreement with successful bidder

Sr. no	Page No.	Clause Number	NIT clause	Bidders remark	Bank's Response
1	Page Number 30	Point 31 on		Need clarity on Buffered Authentication. What exactly is buffered authentication.	This point would be removed from RFP as Authentication should be instantaneous
2				Will the eKYC Switch with NPCI and Middleware be deployed on cloud or Bank DC?	On Cloud
3	Page No. 42	Eligibility Point 6	Bidder should have carried out at least 2 implementations of eKYC/AePS solution along with AADHAAR Data Vault & HSM directly with banks in India which should include at least 1 PSU Bank with more than 600 Branches.	Bidder should have carried out at least 2 implementations of eKYC/AePS solution along with AADHAAR Data Vault & HSM directly with banks in India which should include at least 1 Bank.	As per RFP
4	Page No. 43	Eligibility Point 12	The bidder must have expertise in building interface with CBS (Finacle) and ability to customize CBS to integrate eKYC/AePS solution with CBS.		As per RFP
5	Page No. 6	Key Information	Cost of the Bid	Mode of the submission is not given. Request bank to provide the same.	Online submission. Please register and follow the process on https://etenders.hry.nic.in
6	Page No. 1,12	Notice Inviting Tenders and EMD		Please provide the bank details to submit earnest money, tender fee and e-service fee as in the RFP nothing is mentioned related to bank details, request bank to provide the same.	Follow the process on https://etenders.hry.nic.in