

Pratahama Bank, HO, Financial Inclusion Deptt, Moradabad

Bank's Remarks on clarification sought by bidders on RFP floated for selection of Service Provider for FI-BC Services			
Clause no. Page No	Points mentioned in RFP	Request of bidder for Amendment	Bank's clarification
Clause no 2 page no 13-14	Bidder should have a) A minimum Turnover of Rs.3 crore in any two of the three previous financial years(2014-15, 2015-16, 2016-17) and; b) Positive Net worth during any two of the three previous financial years (2014-15, 2015-16, 2016-17)	Bidder is in compliance to both a) Minimum Turnover requirement and b) Positive Net-worth. However, for the Financial Year 2016-17, Provisional and we are yet to receive the audited financial statement from the CA as the audit is still going on. Hence, we would request the bank to accept Audited Financial statements for the year 2013-14, 2014-15, 2015-16. However, we shall submit Audited 2016-17 financial statement as soon as we receive from CA.	Where audited financial statements are not available for the year 2016-17, Financial years 2013-14, 2014-15, 2015-16 will be considered for evaluation and the relevant audited reports need to be submitted.
4.2.3 page no 11	The solution shall support authenticating the customer through Biometrics (finger prints/IRIS) or PIN.	Kindly clarify, if the HHM needs to be provided along with IRIS scanner.	IRIS scanner to be provided by the bidder, if required .
10.9 page no. 21	All the hardware, software, consumables, location Boards, Dos & Do not's Board, Uniform of Bank Mitra & other mandatory boards as specified by Bank at BCA premises would be at the cost of the Bidder.	If existing devices are not compatible with our system, will the bank consider providing a loan facility to BCA for procuring hand held devices?	Processing a loan request is an independent aspect. The same cannot be linked to this procurement.
27.1 page no. 32	Any defective service or inability to provide the service for any reason or for non-functioning of the BCO for any reason, beyond 10 (Ten) days continuously, a penalty @ Rs.500/- per day (from the 11th day onwards) will be levied for each of the BCO from the BC.	We feel, this condition is too stringent. Usually it takes 30 days to replace a non-functioning BCA. Request for a revision of the same to 40-45 days. Also, the penalty amount amount could be revised to a pro rata basis against the monthly fixed fee of the TSP, e.g.Rs.100/day with a maximum limit of Rs.1,000 per month.	We are unable to change the clause.
28.4 page no. 34	Rs.500 penalty per day for unsatisfactory performance. (31 st day onwards)	Penalty is very steep. Recommend for a revision to Rs.1000/month maximum	We are unable to change the clause.
9 page no. 104	Terms & termination	We request for anmutual termination clause to both the parties.	Bidder to abide the terminations provisions.
Annex-III, point no. 2 page 54	Cash handling charges	We feel that, cash handling charges are very low. Please consider increasing this to 1.5% of which 20% to be shared with BCA since cash management is said to be the responsibility of TSP	Please refer to the corrigendum where revised "Price Schedule" is given

3	page no. 50	Key management system for secure transfer required.	Kindly provide more specifics about the process of Key Management System	If any aspect is still felt to be not clear, you may visit our office personally and get the thing clarified.
Annex-III	page no. 54	Fixed Monthly charges per outlet mentioned as Rs.2500 in case of 50 financial transactions, of which 80% to be shared with BCAs	With reference to the Annex-III and IV, Kindly clarify if the Rs.3000 would be over and above Rs.2500 fixed fee	Please refer to the corrigendum where revised "Price Schedule" is given
Annex-IV	page no. 57	In the Indicative commercial quote format BCA charges are mentioned as Rs.3000 in case of 51 to 100 transactions.		
4.7		The number of BC outlets to be offered to identified L1 Bidder is at the sole discretion of the Bank. Bank does not guarantee any minimum number of BC outlets and Bank's decision in this regard is final and binding on the Bidders.	As the bid involves fixed investment from bidders side. The minimum number of BC outlets should be fixed by the bank.	It is already fixed i.e. minimum 60% to L - 1
6	6.1	6. CONSORTIUM ARRANGEMENTS 6.1. Consortium arrangements are not permitted under this RFP and Bidder / Service Provider is solely responsible for extending an end-to-end solution for implementation of the FI project.	FI Project involves Two type of service providers-Technical Service Provider and BC Service Provider. So consortium of these companies, who have expertise in this field, should be allowed. The Front Bidder will be the 'Single Point Contact' for the Bank for technology and operations of Business Correspondent.	Consortium arrangement is not permitted under this RFP.
6.2		Sub letting of BC operations and technology is NOT permitted under this RFP and the successful bidder has to undertake all operations.	BC partner and TSP should be partners in the bid. One of them will be the front bidder and thus sub-letting to the partner specified in the bid should be allowed.	Sub letting of BC operations & technology is not permitted.
Eligibility Criteria		a) The bidder should have been Service Provider for providing end-to-end FI solution (such as EBT, DBT, RuPay and Aadhaar based Payment, etc.) using appropriate approved Technology for a Private Sector Bank, Regional Rural Bank or a Public Sector Bank for a minimum period of 60 months. b) The bidder have the previous experience of implementing the solution in at least 500 locations in any Bank under FI project and Bank has the discretion to relax this condition.	Bidder request to change the clause as: a. The bidder should have experienced technical team to Provide end-to-end FI solution (such as EBT, DBT, RuPay and Aadhaar based Payment, etc.) using appropriate Technology in a Private Sector Bank, Regional Rural Bank or a Public Sector Bank. The team should have implemented minimum 5 banks. Self certification to be provided. b. The bidder/ BC partner should have the previous experience of implementing the solution as a CBC in at least 500 locations in any Bank under FI project.	Particulars given in RFP is exhaustive & relaxation is not possible.

8.2	<p>Compliance Requirements: Bank is having HCL make HHT model Smart Bee confirming UIDAI standard 1.5.1 including PIN pads, purchased under grant assistance of NABARD in the year 2015-16, which are presently being used by Bank Mitras for performing various transactions like AEPS Off-Us, AEPS ON-Us, RuPay carded & Bio metric Smart carded. HHTs shall be available at our H.O. (Moradabad) for inspection. Specification of HHTs is available in annexure VI- (I).</p>	<p>Bidder need following clarification: 1. Who will provide hardware warranty and services for these devices ? 2. Bidder will need complete OS, SDK and software source code to maintain the software of these devices. The bank needs to procure these from HCL and provide so that the software can be maintained.</p>	<p>1.Warranty for one year stands expired & bidder has to take care of AMC. 2.Source codes remain the property of the OEMs. We will not be procuring them for any reason. The bidder may use the drivers and APIs to the extent they are available in public domain for integration</p>
8.10	<p>Compliance Requirements: Bidder should ensure that in addition to security features deployed, controls and operational procedures should ensure protection of the bank from loss, disclosure or frauds.</p>	<p>We will follow all guidelines given by the bank. We cannot be held responsible for any fraud or consequential loss to the bank because of our operations.</p>	<p>The view is not accepted, provision of RFP stands.</p>
8.11	<p>8.11. Bidder shall indemnify the Bank from transaction risk (from system error, human error, negligence and mismanagement) and fraud risk (loss to earnings or capital due to intentional deception by employees, customers, agents, external entities, etc.). 8.12. Bidder shall indemnify the Bank and provide a system, free from risks arising out of data becoming outdated, lost or overwritten due to inappropriate update procedures and the potential for frauds. 8.13. Bidder shall indemnify the Bank and hold the bank harmless against loss or liability, claims actions or proceedings if any, that may arise through the action of its employees, agents, contractors, etc.</p>	<p>We will follow all guidelines given by the bank. We cannot be held responsible for any fraud or consequential loss to the bank because of our operations. We cannot indemnify the bank for these terms. These terms should be suitably modified</p>	<p>We disagree with the propositions and provision of RFP can not be modified</p>

8.16	Financial Exposures & Performance service providers under the project would be regulated and mitigated through Financial Guarantees, Collateral Securities, etc., based on risk perception of the Bank.	The bank should take the necessary policy. We will follow all guidelines issued by the bank.	We disagree with the propositions and provision of RFP can not be modified
8.17	Micro-ATM (Hand Held Devices) available with Bank is supporting Account based, Aadhaar/RuPay based transactions	Who will be owner if BC Services affected due to Break down or poor performance of Hand Held Devices.	The bidder will be responsible for maintenance of HHTs. Bidder may enter into AMC with the device vendor/OEM.
9.5 Bidder Responsibility	Bidder shall be Indemnifying the bank of risks indicated in the section "Indemnity" and specific requirements indicated in other parts of the RFP;	We will follow all guidelines given by the bank. We cannot be held responsible for any fraud or consequential loss to the bank because of our operations. We cannot indemnify the bank for these terms. These terms should be suitably modified.	We disagree with the propositions and provision of RFP can not be modified
10.1	The Bidder shall provide software, personnel, technical services,connectivity , maintenance, provide training and operational support for the end -to-end infrastructure to support enrollment system using existing HHTs & PIN pads available with Bank however if the bidder does not find them to be suitable for any reason, he may have to provide his own devices at no extra cost	The bank will have to provide for the source code of any software being used by the bank like software of HHT's, PIN Pads etc.	Source codes remain the property of the OEMs. We will not be procuring them for any reason. The bidder may use the drivers and APIs to the extent they are available in public domain for integration.
10.10	Bidder shall provide services of an Intermediate System or FI Server (supporting functions like, BC Management, Banking Terminal/handheld device Management, Switching, MIS Solution, etc) that is owned, maintained and managed by the Bidder, that is capable of handling transactions/Customer enrolment data in online modes from a large number devices deployed in this project. Bidder shall provide Dash Board for monitoring of Bank Mitr a attendance and performance in terms of transactions.	We understand that the bank has a running system. The bank will provide data in required format to migrate that existing data to the new system.	Bank will assist in getting the data extracted from the existing database in standard formats and the bidder shall own the responsibility of migration.

10.14	Bidder shall operate the front-end systems and the intermediary switching solution etc	The front end should be KIOSKS with add-ons and the specifications of the same should be part of the RFP. A KIOSK gives all features as asked for by the bank which are not possible on a HHT.	Presently we are using HHT because of its movability & not going on KIOSK model.
10.15	Bidder shall provide software, technical training, user training, technical documentation, training materials, etc for supporting existing HHTs & PIN Pads	The bidder can meet the conditions of this clause only when the existing vendor provides the complete source code of the HHT's and PIN Pads. The existing vendor shall provide necessary training on the same. The existing vendor shall compile the source code and load the same on the HHT to ensure that they give the correct version of the source code. Else the existing setup will be maintained by the existing vendor only. As a practice the source code for the existing setup should be provided to the bank so that the new vendor can easily takeover and manage the same.	The bidder is expected to understand the HHTs, when he prefers to and use them, customises his software for their use and facilitates a smooth end-to-end functionality. Hence he is required to provide the training as specified.
17.3	The Bid security of the successful bidder will be retained till the successful bidder signs Service Level Agreement with bank and submits the security deposit/performance guarantee as per the requirements of bank. The security deposit/performance guarantee shall be for 10% of the Contract Value.	The successful bidder would be investing in hardware, manpower etc. The bank has no investments to make. Thus the BG should not be taken at all or reduce it to 1% of the Order value.	The performance guarantee amount is taken against risks including operational risk and the same can not be diluted.
27	PENALTY FOR DELAY	There must be maximum level of penalty i.e. capping of penalty i.e. the total penalty cannot be more than 5% of the payment made to the Bidder.	We are unable to change the clause.
28	Termination a. The Bidder/service provider commits a breach of the terms and conditions of the RFP/Contract and fails to remedy such breach for a period of 30 Business Days, following receipt of written notice from Bank specifying the breach or breaches;	The conditions should be specified clearly. Outside those conditions the contract cannot be cancelled. This clause leaves it open thus should be changed with specific terms of termination.	The clause is exhaustive

	<p>Termination: c. Services are found to be unsatisfactory; d. There is a consistent failure to maintain the customer satisfaction; e. Desired levels of output by the Service Provider are not met; f. There is a discrepancy found in the accounts maintained by the Service Provider and the records of the Bank; g. The customers serviced by the Service Provider complain to the Bank that the services provided by the Service Provider is inefficient; h. There is fraud in the accounts handled by the Service Provider; or i. Any other reason which in the opinion of the bank is not conducive to the continuation of the Services</p>	<p>Again these are open ended clause for termination. The bank has already specified penalty for poor services. Thus here also specify numerical values which if not achieved the contract can be terminated.</p>	<p>The clause is exhaustive</p>
	<p>Termination: The Bank shall have the discretion to switch implementation at Sub-Service Area level, to other technologies, business models etc., based on its convenience, availability of infrastructure, connectivity-etc.</p>	<p>The bank should assure minimum business to the bidder.</p>	<p>Given in Commercial</p>
	<p>SP interested to comply with HHT (Micro ATM) owned by Bank make- HCL model-Smart Bee) version 1.5.1 (**)</p>	<p>1. The bank will get the existing HHT (Micro ATM) firmware and software source code to provide support during migration period. 2.What will be period in which HHT software will be replaced ?</p>	<p>Bank is not the OEM of HHTs. Hence neither the source code is available with us nor would we know when their driver software gets revised.</p>
	<p>Capability of supporting e-KYC while enrollment of customer for account opening.</p>	<p>To support e-KYC, who is the AUA and ASA?</p>	<p>Prathama Bank Is AUA and ASA.</p>
	<p>Capability to support inter-operability</p>	<p>Inter-operability between what kind of application and activities ?</p>	<p>Compatible to inter-operability with NPCI, UIDAI, RuPay Card switch etc.</p>
10.11	<p>Bidder shall provide interface and establish connectivity between front end system and Intermediate System and also Bank's FI Gateway.</p>	<p>Provide the no. of API's or data format to establishing the connectivity between front end system and Intermediate system and also Bank's FI Gateway.</p>	<p>Bidder can obtain these information from the public domain of NPCI.</p>

<p>3. Key Management:</p>	<p>3.1.1 Key Management System – Key management system should be deployed centrally for the Bank and it should permit security framework of interoperability between bank terminals although the terminals are supplied by different Bidders. The process of generation, derivation, maintenance and revocation of keys needs to be provided. 3.1.2 The front end equipment cards should be capable of supporting EMV standard/specifications. The bidder shall comply with any Key Management standards that are to be implemented by Bank, without any additional cost to the Bank.</p>	<p>The bank is using some existing KEY Management system. The existing cards cannot be used in case the same KMS is not used hence we need the existing KMS which should be used in future also.</p>	<p>Bidder to have make liason with HCL (existing TSP)</p>
<p>Commercials S.No. 1</p>	<p>Details of remuneration proposed to be paid to Service Provider, for the activities mentioned in Column-A, are furnished in Column-B and Bank Mitr share in Column C</p>	<p>The minimum rates are very less. The bank now expects the BC to undertake full-fledged banking which will be a full day job hence the fixed charges should be commensurate to the same. They should be atleast Rs. 2,000 more than the existing minimum balance charges of the state</p>	<p>Please refer to the Price Schedule given in corrigendum</p>
<p>Commercials S.No. 2</p>	<p>The bank has asked for BCA to be equipped with required Hardware, Connectivity, Uniform etc.</p>	<p>The bank should pay for each separately as follows : Rs. XXX/- for BCA activity, Rs. XXX/- for uniform, Rs. XXX/- for monthly connectivity, Rs. XXX /- for other expenses to perform BCA duties.</p>	<p>Bank will not bear the expenses.</p>
<p>Commercials S.No. 3</p>	<p>Fixed monthly charges (Subject to perform minimum 50 financial txns. During the month) per BCA</p>	<p>What would be the monthly payment by the bank in case the BCA does not perform 50 transactions ?</p>	<p>Please refer to corrigendum where Price Schedule aspects uploaded</p>
	<p>Technical Bid submission: As per the RFP page no 8, Online submission details are provided. However, RFP page no 26 under the clause BID Submission, point no 14.2, Physical copy to be submitted for the Technical Bid is mentioned. Could you please clarify on this.</p>		<p>Physical Copy is to be submitted</p>

Point no.3 Page 14 & 15	<p>a) The bidder should have been Service Provider for providing end-to-end FI solution (such as EBT, DBT, RuPay and Aadhaar based Payment, etc.) using appropriate approved Technology for a Private Sector Bank, Regional Rural Bank or a Public Sector Bank for a minimum period of 60 months.</p> <p>b) The bidder should have the previous experience of implementing the solution in at least 500 locations in any Bank under FI project and Bank has the discretion to relax this condition.</p>	Proposed bidder is not eligible in this criteria, but as bidder has done lot of works in e-Governance and already doing work in e-Governance Domain. Bidder requested to waive off this clause.	Relaxation in the clause is not possible.
Point no.4 Page 15	Bidder should have strong organizational strength to undertake and execute large FI projects.	Proposed bidder is not eligible in this criteria, but as bidder has done lot of works in e-Governance and already doing work in e-Governance Domain. Bidder requested to waive off this clause.	Relaxation in the clause is not possible.
Point no.5 Page 15	Bidder should be capable of providing all the FI services as per Annexure-I and as per the direction of Government of India.	Proposed bidder is not eligible in this criteria, but as bidder has done lot of works in e-Governance and already doing work in e-Governance Domain. Bidder requested to waive off this clause.	Relaxation in the clause is not possible.
8. COMPLIANCE REQUIREMENTS Point: 8.2 page no. 17	Bank is having HCL make HHT model Smart Bee confirming UIDAI standard 1.5.1 including PIN pads, purchased.....	We understand that bank has HCL devices allotted for FI project. Please clarify, weather we shall propose and supply & manage our own device with MicroATM standards.	It is already mentioned in RFP page no, 21 point no. 10.1
4. Scope of service Point no. 4.2.6	All hardware, software, consumables, except HHTs etc., at the service delivery points would be owned by the Service Provider and used exclusively for Prathama Bank's purpose whereas HHTs would be owned by Prathama Bank and used exclusively for Prathama Bank's purpose	If, we can supply & maintain our own device with MicroATM standards, then the scope of service is contradicting with the point as mentioned above under Compliance requirements. Kindly amend the same by including supply of HHM also as the scope of work.	HHTs will be owned by the bidders if they have supplied them.

<p>8. COMPLIANCE REQUIREMENTS Point: 8.4 page no. 18</p>	<p>Information Security standards for end-to-end solution would conform to ISO 27001, CERT-In guidelines, IT Act 2000, RBI, GOI, IBA, IDRBT and Bank's policies.</p>	<p>Bidder is CMMI level 3 certified company also 9001.2008 certified company. Bidder currently do have ISO 27001 (as required for data ISO 27001). Bidder requested to relax the clause so that we can participate in the tender. Bidder is currently working with more than 22 nationalised bank on FI activities and keen to participate in this tender and service bank as per the requirement.</p>	<p>The bidder to confirm the process of ISO 27001, CERT-In guidelines, IT Act 2000, RBI, GOI, IBA, IDRBT and Bank's policies.</p>
<p>10. TECHNICAL DELIVERABLES Point: 10.9, Page 21</p>	<p>All the hardware, software, consumables, location Boards, Dos & Do not's Board, Uniform of Bank Mitra & other mandatory boards as specified by Bank at BCA premises would be at the cost of the Bidder.</p>	<p>The supply of consumables for HHM shall be provided. However, the location Boards, Dos& Do not's, uniforms, caps etc shall be provided by Bank to BCAs as per the guidelines issued by RBI/Govt, authorities, etc. Please amend the clause accordingly.</p>	<p>Provisions of the clause can not be changed.</p>
<p>10. TECHNICAL DELIVERABLES Point: 10.15, Page 22</p>	<p>Bidder shall provide software, technical training, user training, technical documentation, training materials, etc for supporting existing HHTs & PIN Pads</p>	<p>Bidder requested to amend the clause by including ".....etc for supporting existing/ proposed" HHTs & PIN Pads.</p>	<p>It is already mentioned in RFP page no, 21 point no. 10.1</p>
<p>11.FUNCTIONAL AND TECHNICAL REQUIREMENTS</p>	<p>The solution provided by the Bidder together with the human resources shall be able to support basic banking services like Deposit, Withdrawal, Balance enquiry, Mini Statement, Remittance, fund transfer, loan credits, cash deposit using RuPay card etc., extending KCCs, GCCs, account management, financial literacy, electronic benefit transfer, direct benefit transfer, Micro Insurance, Micro pensions etc. The bidder shall customize the solution for any requirement of the Bank at a later date at their cost, as per the timelines stipulated by Bank.</p>	<p>The future customization on the solution proposed shall be mutually analyzed on the efforts required on the changes required. If in case, of major change/core level change, we shall take it further at mutual agreed cost with bank after classifying the changes required on either client application or FO server. Kindly consider.</p>	<p>Provisions of the clause can not be changed</p>