Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Reply
1	60	Annexure-2, Pre-Qualification Criteria - Point 7	The bidder/OEM should have implemented / maintaining NETC RFID FASTags/ FASTag program of NPCI in any Scheduled commercial Banks organization with minimum 300 branches in India as on RFP date.	The bidder should submit purchase Order and reference letter / satisfactory letter/reference letter from the customer duly mentioning the details of the solution.	We are engaged with NBFC, kindly relax with Scheduled Commercial Banks, Hope Agreement can be submitted. Please clarify	Bidders to refer corrigendum-1
2	61	Annexure-2, Pre-Qualification Criteria - Point 11	The bidder/OEM/Subsidiary of the Bidder should be NPCI certified for NETC issuing system	Copy of NPCI certificate from the bidder/OEM/Subsidiary of the Bidder. If bidder is submitting the certificate from subsidiary, bidder has to submit the document confirming the relationship between the bidder and NPCI certificate holder (From Subsidiary)	We request the bank to clarify whether we can submit the supplier support certificate of NPCI	Bidders to refer corrigendum-1
3	80	Annexure-8, Scope of Work	7.5. Integration with FASTag printing vendor	Turnaround time for Issuance of FASTags, Delivery will be 2 days	Does the bank have an existing printing vendor or this has to be provided by the vendor? If the bank has the FASTag printing vendor, the delivery of the FASTag, can also be managed by the printing vendor along with the bank. Request bank to remove delivery of FASTags out of bidder scope as this will not be in our control to deliver as per TAT mentioned.	Delivery address: Card Business Management Section, Digital Banking Services Wing, Head Office Annex, 2nd floor, Devanga Tower, KG Road, Bengaluru-560009.
4	72	Annexure-8, Scope of Work	3.14. NETC Issuing System	3.14.1. Maintain inventory of FASTags	Since the FASTags are delivered to the bank head office and distributed by bank's DSA, maintenance of the inventory of the FASTags should maintain with the bank.	At system level vendor has to maintain the inventory of the FASTag and distribution of physica FASTag will be maintained at the Bank side.
5	71	Annexure-8, Scope of Work	3.10.10. Finance Management and Reporting	3.10.10. Finance Management and Reporting	Please explain the requirement from Finance Management functionality.	Finance Management functionality is the maintanance of wallets at system level
6	70	Annexure-8, Scope of Work	Service provider requirements:	2.5. The service provider to have their own DSA program to support the Bank source new customers	Since bank is maintaining the FASTags and running their own DSA program for the distribution of tags, kindly remove scope of DSA from the bidder.	Bidders to comply with RFP/GeM bid terms and conditions. This functionality may require in the future as per the Bank's requirement.
7	76	Annexure-8, Scope of Work	4. Functional Requirements	4.19.The Solution should perform fraud monitoring by verification of the transaction data	Understanding is that the solution will integrate with bank's FRM system for the required functionality. Please confirm	Vendor has to integrate with Bank's existing FRM system.
8	14	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1. Project Timelines	The entire scope is classified into 2 phases with timelines for each phase defined in the table below	Our understanding is that the total duration of the project should be 11 weeks. This will include data migration as well which may take less or more than 3 weeks. Please confirm.	11 weeks will include data migration also. Bidders to comply with RFP/GeM bid timelines.
9	17	6. Penalties/Liquidated Damages	6.2. Penalties/Liquidated Damages for not maintaining the success rate and TAT (Turnaround Time):	6.2.3. Turnaround time for Issuance of FASTags, Delivery, Dispute Resolution, Settlement, etc. will be 2 days	If the printing vendor is not in Bangalore (head office of the bank), then the delivery of the FASTags itself may take more than 2 days. Request bank to keep delivery of FASTags out of scope as this will not be in control of the bidder.	Bidder has to dispatch the FASTags to Bank in 2 days after receiving after receiving the indent/ request from Bank. Delivery address: Card Business Management Section, Digital Banking Services Wing, Head Office Annex, 2nd floor, Devanga Tower, KG Road, Bengaluru-560009. Delivery to Branches/Customers/officers will be taken care by the Bank

10	70	Annexure-8, Scope of Work	Service provider requirements:	2.5.The service provider to have their own DSA program to support the Bank source new customers	Since this is a technology service, DSA for sourcing new customers can be outside scope of solutioning, requesting Bank to either exempt this as mandatory for service provider to have own DSA program or permit service provide to partner with other DSAs who could source new customers for the Bank.	Bidders to comply with RFP/GeM bid terms and conditions. This functionality may require in the future as per the Bank's requirement.
11	71	Annexure-8, Scope of Work	3.10.15. Dispute Management	3.10.15.Operations including dispute management	Request bank to provide how disputes will be raised by bank customers. Do we need to provide call centre / portal to raise customer disputes? Does this also need to be 24*7*365 facility?	Vendor has to provide call centre / portal to raise customer disputes (24*7*365days)
12	32	SECTION E - SELECTION OF BIDDER	3.4. Techno Commercial Evaluation process	3.4.8.Technical Evaluation and Commercial Evaluation will have weightage of 30:70	Reuest bank to change the evaluation to 70:30	Bidders to comply with RFP/GeM bid terms and conditions
13	32	SECTION E - SELECTION OF BIDDER	4. Bidders Presentation /Site Visits / Product Demonstration/POC	4.2.complete the POC within 10 Days	POC will require multiple activities like integration of the proposed solution with bank systems, sharing of the bank data, data mapping etc. hence POC cannot be completely in 10 days. Also POC will have cost implications which should be borne by the bank. Request bank to limit the technical evaluation to product demonstration.	Bidders to comply with RFP/GeM bid terms and conditions.
14	70	Annexure-8, Scope of Work	2. Service provider requirements:	The service provider should have digital KYC models like Aadhar OTP and Video-KYC to onboard New to Bank customers	Understanding is that we need to integrate with bank's KYC systems to fetch the customer data into the solution and required customer validations like PAN validation etc. will happen through the bank's systems. Please confirm.	Bidders to comply with RFP/GeM bid terms and conditions. This functionality may require in the future as per the Bank's requirement.
15	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	6. Penalties/Liquidated Damages	Clause 6-Penalty (Clause 6.1 to Clause 6.3.) (Clause 6.5 to Clause 6.9)	The total Penalty/LD to be recovered under clause6 shall be restricted to 5% of the total monthly billed amount.	Bidders to comply with RFP/GeM bid terms and conditions
16	21	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	14. Subcontracting	(Subcontracting) (Clause 14.3.)	Bank to explain the rationale behind getting the agreement with subcontractor vetted by the Bank.	Bidders to comply with RFP/GeM bid terms and conditions
17	38	SECTION F - OWNERSHIP & AWARDING OF CONTRACT	12. Order Cancellation/Termination of Contract	12.Order cancellation and termination of contract (Clause 12.2.)	Bank to provide 60 days written notice to the selected bidder in case of cancellation / termination of contract. Also, Bank to make payment of all the completed deliverable till the date of cancellation / termination. Propose to remove the wording referring to 'Bank shall recover of additional expenditure from selected bidder'. Propose to add- The Bidder shall also have rights to terminate the contract at par with the rights of the Bank to terminate the Agreement.	Bidders to comply with RFP/GeM bid terms and conditions
18	38	SECTION F - OWNERSHIP & AWARDING OF CONTRACT	12. Order Cancellation/Termination of Contract	Order cancellation and termination of contract (Clause 12.8)	12.8. In case of cancellation / Termination.of-contract.by- the Bank, the Bidder shall receive full payment of services delivered. Bank to make payment of all the deliverable delivered till the date of termination / cancellation.	Bidders to comply with RFP/GeM bid terms and conditions
19	47	SECTION G - GENERAL CONDITIONS	21. Indemnity	Indemnity (Clause 21)	Bidder should also obtain indemnities from the Bank, at par with the indemnities provided by it under the said corresponding clause of the RFP. Also the indemnity should be capped to 10% of monthly billing. BIDDER/VENDOR/ SERVICE PROVIDER aggregate liability shall be subject to an 10% of the annual billing of the project.	Bidders to comply with RFP/GeM bid terms and conditions

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20	49	SECTION G - GENERAL CONDITIONS	24. Force Majeure	Force Majeure (clause 24.2.)	The Force Majeure Events shall also include Epidemic; , pandemic, lockdown.	Bidders to comply with RFP/GeM bid terms and conditions
21	53	SECTION G - GENERAL CONDITIONS	32. Resolution of Disputes	Dispute Resolution (Clause 32)	Modification suggested- Place of Arbitration shall be Muṃbai, India	Bidders to comply with RFP/GeM bid terms and conditions
22	87	Annexure- 10 Non Disclosure Agreement	Annexure- 10	NDA	The clauses of the NDA shall be mutually applicable to Bank and Bidder. The survival obligations shall be 2 years from termination/expiry.	Bidders to comply with RFP/GeM bid terms and conditions
23	108	Appendix F	Appendix-F Pre Contract Integrity Pact	Pre Bid Integrity (Clause 8.1.)	The clause shall be deleted, as this is nowhere stated to be an exclusive arrangement and prices of the products and servcies provided by bidder, depend on various factors. Hence, no std. lower or higher rate can be determined.	Bidders to comply with RFP/GeM bid terms and conditions
24	112	Appendix G- Draft Contract Agreement	ORDER CANCELLATION/TERMINATION OF CONTRACT (Clause 10)	ORDER CANCELLATION/TERMINATION OF CONTRACT (Clause 10)	The Service Provider shall also have right terminate the contact at par with the Bank.	Bidders to comply with RFP/GeM bid terms and conditions
25	116	Appendix G- Draft Contract Agreement	Appendix G- Draft Contract Agreement	Intellectual Property rights (Clause 13)	The rights of Service Provider with respect to its Intellectual Property shall be protected by the Bank and Both parties shall indemnify each other from any infringement of IPR caused by the Bank or Bidder.	Bidders to comply with RFP/GeM bid terms and conditions
26	116	Appendix G- Draft Contract Agreement	Appendix G- Draft Contract Agreement	Indemnity (Clause 14)	Bidder should also obtain indemnities from the Bank, at par with the indemnities provided by Bidder under the said corresponding clause of the RFP. Also the indemnity should be capped to 10% of monthly billing. The indemnities shall survive during the term of the engagement and post 1 year from expiry or early termination of contract.	Bidders to comply with RFP/GeM bid terms and conditions
27	117	Appendix G- Draft Contract Agreement	Appendix G- Draft Contract Agreement	Right to audit (Clause 15)	The prior 15 (Fifteen) days notice of audit shall be provided to the Bidder. Cost of Audit to be borne by Bank. The Bank and its appointed Auditors shall protect confidentiality of the information of company and audit reports of the Bidder.	Bidders to comply with RFP/GeM bid terms and conditions
28	118	Appendix G- Draft Contract Agreement	Appendix G- Draft Contract Agreement	Confidentiality and non Disclosure (Clause 18)	Bidder should also obtain protection of confidential information from Bank at par with the protection provided to Bank by the Bidder. Confidentiality obligations shall survive during the term of the contract and 1 year post expiration or termination of contract.	Bidders to comply with RFP/GeM bid terms and conditions
29	119	Appendix G- Draft Contract Agreement	Appendix G- Draft Contract Agreement	Force Majeure (Clause 19)	The terms- 'epidemic, pandemic and lockdown' shall be added in the definition of Force Majeure event.	Bidders to comply with RFP/GeM bid terms and conditions
30	119	Appendix G- Draft Contract Agreement	Appendix G- Draft Contract Agreement	Social Media Policy (Clause 20)	Clause shall be mutual for Bank and Bidder.	Bidders to comply with RFP/GeM bid terms and conditions
31	120	Appendix G- Draft Contract Agreement	Appendix G- Draft Contract Agreement	Hirining of Bank staff or ex staff (clause 21)	The obligations of non hiring shall be mutual for bidder and Bank. This clause shall survive during the term of the agreement and 1 year post termination or expiry of agreement.	Bidders to comply with RFP/GeM bid terms and conditions
32	121	Appendix G- Draft Contract Agreement	Appendix G- Draft Contract Agreement	Dispute Resolution Mechanism (Clause 24)	The place of arbitration shall be Mumbai, India	Bidders to comply with RFP/GeM bid terms and conditions
33	121	Appendix G- Draft Contract Agreement	Appendix G- Draft Contract Agreement	Governing Law (Clause 25)	Proposing to change jurisdiction to Mumbai, India.	Bidders to comply with RFP/GeM bid terms and conditions
34	•	Appendix G	Appendix G- Draft Contract Agreement	Limitation of Liability- New clause to be added.	The maximum liability of Bidder shall be limited to 10% of the Project Cost." Project Cost" means the price payable to Bidder during the twelve (12) months period.	Bidders to comply with RFP/GeM bid terms and conditions

 GEM/2024/B/4790774 dated 16/03/2024 for selection of service provider for Implementation of end to end solution of National Electronic Toll Collection (NETC)/ FASTag Program of NPCI on OPEX model

35	59	Annexure 2	Pre-Qualification Criteria - The bidder/OEM should have implemented / maintaining NETC RFID FASTags/ FASTag program of NPCI in any Scheduled commercial Banks organization with minimum 300 branches in India as on RFP date	The bidder should submit purchase Order and reference letter / satisfactory letter/reference letter from the customer duly mentioning the details of the solution.	Bank to consider purchase order or Reference letter.	Bidders to refer corrigendum-1
36	61	Annexure 2	The bidder's solution should comply with RBI's Data localization policy ensuring that the entire data are stored in a system only in India	System Audit Report (SAR) by CERT-IN empaneled auditors certifying completion of activity. The SAR duly approved by the Board of the Bidder	Bank to consider self-declaration on compliance on RBI's Data localization policy ensuring that the entire data are stored in a system only in India.	Bidders to refer corrigendum-1
37	2	GeM document	Last Date, Time and Venue for Submission of	Bid time Extension	Request bank to provide 15 days for bid submission post clarification of the pre-bid queries.	Bidders to refer corrigendum-1

Date: Place: 04-04-2024 Bengaluru Deputy General Manage

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