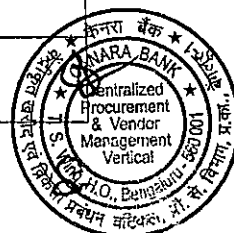


Replies to Prebid Queries for: GeM bid ref: GEM/2025/B/6912679 dated 21/11/2025 for Selection of Service provider for End-to-End Management of Credit Card Management Software Solution under OPEX Model for a Period of Five (05) Years in Canara Bank

Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Reply
1	2	SECTION-A BID SCHEDULE & ABBREVIATIONS	Bid Schedule - Point #8	Last Date, Time and Venue for Submission of Bids	The amount of time for submission of the Bid is too short. Hence request the extension of the deadline for bid submission to December 31st 2025.	Bidder to refer to Corrigendum-1
2	13	Section B	8.2	8.2. Bank reserves the right to modify the scope due to change in regulatory instructions, market scenario and internal requirement within the overall objective of RFP. Any guidelines on changes/modifications/enhancements given by RBI/regulatory body's with regard to CCMS solution will be added to the scope of work.	While we agree to comply with the regulatory guidelines of GOI / RBI and any other regulatory authority existing as on date of submission of bid, however, it is not possible for the bidder to envisage the regulatory guidelines of GOI / RBI and any other regulatory authority which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the regulatory guidelines of GOI / RBI and any other regulatory authority, existing as on date of submission of bid and compliance to any regulatory guidelines of GOI / RBI and any other regulatory authority issued subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Bidder to comply with this RFP terms. Any changes beyond the scope will have the Change Request process.
3	13	Section C	1.5	1.5 If the selected Bidder fails to deliver and / or install the end-to-end credit card operations and issuance in Canara Bank along with card management software solution under OPEX mode (as per order within the stipulated time schedule), the same shall be treated as a breach of contract. In such a case, the Bank may invoke the Bank Guarantee/ forfeit the Security Deposit without any notice to the Bidder.	We request the Bank to provide 30 days cure period before enforcing the remedies stated in this clause.	Bidder to comply with RFP terms and conditions
4	13	Section C	1.7	1.7 End to End Implementation of the solution will be deemed as complete only when the same is accepted by the Bank and sign off given in accordance with the terms & conditions of this RFP and satisfactory working of the solution.	In the event the sign-off is delayed or deferred the Bank beyond 30 days from the date of delivery of solution, due to any reason not attributable to the Bidder, same should be construed as deemed sign-off upon expiry of 30 days from the date of delivery of solution and we request the Bank to amend this clause accordingly.	Bidder to comply with RFP terms and conditions
5	13	8.Scope of Work	8.2/8.3	Bank reserves the right to modify the scope due to change in regulatory instructions, market scenario and internal requirement within the overall objective of RFP. Any guidelines on changes/modifications/enhancements given by RBI/regulatory body's with regard to CCMS solution will be added to the scope of work./ 8.3. During the course of the project, there might be related areas which Bank would like the selected bidder to undertake which may not have envisaged earlier.	Trust any new scope would be covered through change request with mutually agreed T&C	Bidder to comply with this RFP terms. Any changes beyond the scope will have the Change Request process.



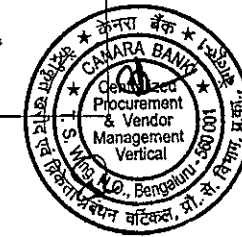
6	14	SECTION B - INTRODUCTION	9. Technical / Functional Requirements	The bidder shall comply with the Technical & Functional Specifications narrated in Annexure-9 and adhere to the guidelines issued by RBI and other Regulatory bodies. The bidder should also maintain confidentiality of information shared with them during the tenure and post-tenure of the contract.	<p>1. While we agree to comply with the regulatory guidelines of RBI and any other regulatory authority existing as on date of submission of bid, however, it is not possible for the bidder to envisage the regulatory guidelines of RBI and any other regulatory authority which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the regulatory guidelines of RBI and any other regulatory authority, existing as on date of submission of bid and compliance to any regulatory guidelines of RBI and any other regulatory authority issued subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.</p> <p>2. While Service Provider/Bidder agrees to comply with impacting laws, regulations, rules and requirements, notifications, circulars, directives from regulatory and statutory bodies, RBI, Government Authorities/Agencies, Information Technology Act, 2000, The Digital Personal Data Protection Act- 2023, existing as on date of submission of bid. However since it is not possible for the Service Provider/Bidder to foresee future changes from Regulators, Govt. Authorities/Agencies and hence cannot assess corresponding impact/changes to be done to the products/services. Thus Service Provider/Bidder requests that compliance to any such future impacting changes/ upgrades/ customizations/ patches/ updates to the solution/s should be considered as a Change Request mutually agreed between the parties and these clauses should be amended accordingly, where required.</p>	Bidder to comply with this RFP terms. Any changes beyond the scope will have the Change Request process.
7	15	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	3. Security	3.4 The selected bidder has to do necessary changes in the configuration directed by security team of the bank after security audits like VAPT, Code Audit etc., without disturbing the production and existing backed up copies and at no additional cost to the Bank.	While Service Provider/Bidder agrees to comply with impacting laws, regulations, rules and requirements, notifications, circulars, directives from regulatory and statutory bodies, RBI, Government Authorities/Agencies, Information Technology Act, 2000, The Digital Personal Data Protection Act- 2023, existing as on date of submission of bid. However since it is not possible for the Service Provider/Bidder to foresee future changes from Regulators, Govt. Authorities/Agencies and hence cannot assess corresponding impact/changes to be done to the products/services. Thus Service Provider/Bidder requests that compliance to any such future impacting changes/ upgrades/ customizations/ patches/ updates to the solution/s should be considered as a Change Request mutually agreed between the parties and these clauses should be amended accordingly, where required.	Bidder to comply with RFP terms and conditions
8	15	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	3. Security	3.6 Any kind of change like update, upgrades etc. in the system after complete installation will not lead into any commercial during contract period	<p>1. While Service Provider/Bidder agrees to comply with impacting laws, regulations, rules and requirements, notifications, circulars, directives from regulatory and statutory bodies, RBI, Government Authorities/Agencies, Information Technology Act, 2000, The Digital Personal Data Protection Act- 2023, existing as on date of submission of bid. However since it is not possible for the Service Provider/Bidder to foresee future changes from Regulators, Govt. Authorities/Agencies and hence cannot assess corresponding impact/changes to be done to the products/services. Thus Service Provider/Bidder requests that compliance to any such future impacting changes/ upgrades/ customizations/ patches/ updates to the solution/s should be considered as a Change Request mutually agreed between the parties and these clauses should be amended accordingly, where required.</p> <p>2. Presume there would be no addition of the scope other than already listed in Annexure 8</p>	<p>1. Bidder to comply with RFP terms and conditions</p> <p>2. RFP clauses are self explanatory.</p>
9	16	Section C	3.8	3.8 The selected bidder is liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy.	Bank's Information Security policies are typically written with the Bank's own employees in mind, so it is not appropriate for the Bidder to follow such policies. In addition, it would be unnecessarily burdensome for the Bidder to administer compliance with each of its various client policies. Hence we request the Bank to kindly delete this clause.	Bidder to comply with RFP terms and conditions
10	16	Section C	3.9	3.9 The selected bidder will have to establish all the necessary procedures/Infrastructure/technology /personnel to ensure the Information System Security as per the guidelines prescribed by RBI and the policies of the Bank.	Bank's Information Security policies are typically written with the Bank's own employees in mind, so it is not appropriate for the Bidder to follow such policies. In addition, it would be unnecessarily burdensome for the Bidder to administer compliance with each of its various client policies. Hence we request the Bank to kindly delete this clause.	Bidder to comply with RFP terms and conditions Relevant Bank Policies will be shared with successful bidder.
11	16	3. Security	3. Security	<p>3.1 The selected bidder has to use standard procedures like hardening, dedicated configuration in order to comply security standards including cyber security.</p> <p>3.2 The selected bidder will ensure the software used is in conformity with security standards and is without any security vulnerability.</p>	The bidder states that, in accordance with our security practices, and ISO 27001 and PCI DSS standards, as applicable, this assurance will be provided. Kindly confirm.	Bidder to comply with RFP terms and conditions
12	16	3. Security	3.3/3.4	<p>3.3 The Bank may conduct security audit in the proposed solution after complete implementation.</p> <p>3.4 The selected bidder has to do necessary changes in the configuration directed by security team of the bank after security audits like VAPT, Code Audit etc., without disturbing the production and existing backed up copies and at no additional cost to the Bank.</p>	The bidder states that access will be subject to bidder's confidentiality and security requirements. Source Code is bidder's IP and will not be shared with any third party. For audits, the bidder and the client will mutually agree on the scope, coverage, confidentiality requirements, and other terms at the time of contracting. Kindly confirm.	Bidder to comply with RFP terms and conditions
13	16	3. Security	3.5/3.6/3.7	<p>3.5 The selected bidder has to follow the industry best practices in configuration of Operating System and other Software.</p> <p>3.6 Any kind of change like update, upgrades etc. in the system after complete installation will not lead into any commercial during contract period.</p> <p>3.7 The selected bidder should take adequate security measures to ensure confidentiality, integrity and availability of the information.</p>	For Bidder's shared platform, security shall be maintained in accordance with its Policies, and ISO 27001 and PCI DSS standards, as applicable. Kindly confirm.	Bidder to comply with RFP terms and conditions
14	16	3. Security	3.8/3.9	<p>3.8 The selected bidder is liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy.</p> <p>3.9 The selected bidder will have to establish all the necessary procedures/Infrastructure/technology /personnel to ensure the Information System Security as per the guidelines prescribed by RBI and the policies of the Bank.</p>	Bidder proposes to use its hosted services which are compliant with ISO 27001/PCI DSS standards, as applicable and managed in accordance with Bidders policies/standards. Compliance with other requirements shall be on mutually agreed terms and commercials, and in accordance with service changes made by Bidder for its general client base on the platform. Please confirm.	Bidder to comply with RFP terms and conditions Relevant Bank Policies will be shared with successful bidder.
15	17	Section C	5.1	5.1 The payment schedule will be as under and will release after execution of contract agreement:	In the event the sign-off is delayed or deferred the Bank beyond 30 days from the date of delivery of solution, due to any reason not attributable to the Bidder, same should be construed as deemed sign-off upon expiry of 30 days from the date of delivery of solution and payment timelines linked to such sign-off should become applicable, hence we request the Bank to amend this clause accordingly.	Bidder to comply with RFP terms and conditions



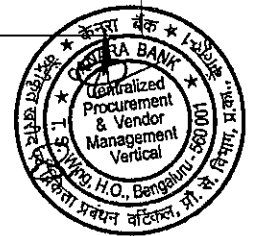
16	18	6.1	Uptime	6.1 The selected bidder shall guarantee a 24x7x365 availability with monthly uptime of 99.95% of the solution as per Scope of Work (Annexure-8) and Technical and Functional requirements (Annexure-9), during contract period, which shall be calculated on monthly basis.	99.95% is a very stringent SLA which may need active-active DC and DR design. I.e. transactions to be processed in DC and DR simultaneously. This may complicate the design and inflate TCO as well. We request bank to consider 99.5% uptime for SLA.	Bidder to comply with RFP terms and conditions
17	19	Section C	7.5.4	7.5.4 If in any month during the contract period, the uptime is less than 95%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this RFP and invoke Performance security. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the selected bidder during contract period.	We request the Bank to provide 30 days cure period before enforcing the remedies stated in this clause.	Bidder to comply with RFP terms and conditions
18	19	Section C	7.7	7.7 Penalty for fixing wrong limits(per Card): A penalty of Rs.10,000/- will be levied for fixing the wrong limits for the Credit Cards (Other than the Bank Suggested). Additionally, if there is any loss relating to the wrong limit enhancement the differential amount will be recovered from the bidder.	As the wrong limit for credit cards may be fixed due to multiple reasons beyond vendor's control, hence the vendor should be held liable to such loss to the extent the limit for credit card is wrongly fixed due to gross negligence of the vendor and amend this clause accordingly.	Bidder to comply with RFP terms and conditions
19	20	Section C	7.9	7.9 Other than the above, if any Data Breach, Data Loss Incurred from vendor's facility, System, Integrated Channels, Network Infrastructure, connectivity or the actual loss incurred by the Bank, penalties levied by the Statutory authorities shall be passed on to the Vendor.	As the loss of data may happen due to multiple reasons beyond vendor's control, hence the vendor should be held liable to such loss of data to the extent the loss is caused due to gross negligence of the vendor and amend this clause accordingly.	Bidder to comply with RFP terms and conditions
20	20	Section C	7.1	7.10 Bank may impose penalty to the extent of fine imposed by RBI or any regulatory bodies, if the damage was due to the technical failure of the proposed solution from the Bidder.	As the Bank will be testing the solution and its subsequent upgrades/ updates/customizations before putting it into production, thus any technical defect will get detected during such testing hence we request the bank to kindly delete this clause.	Bidder to comply with RFP terms and conditions
21	20	Section C	7.11	7.11 Any penalty levied by statutory authority, Ombudsman, RBI on account of deficiency of service or non-compliance of guidelines/law shall be passed onto the selected bidder. The Bank reserves the right to deduct such penalty amount from any amount payable to the vendor by the Bank or monthly billing amount due to the vendor including invoking of the Performance Security.	As the Bidder will be liable for penalties on the account of deficiency in services and Bank will also have additional recourse against the Bidder such as termination of contract, encashment of PBC, risk purchase. Hence, we request the Bank to kindly restrict the recourse stated in this clause to any penalties imposed by the statutory authorities, ombudsman or RBI on the Bank to the extent same is caused due to Bidder's non-compliance of laws applicable to the bidder for the solution rendered by the Bidder to the Bank under this RFP.	Bidder to comply with RFP terms and conditions
22	20	Section C	7.15	7.15 The overall penalty for the above shall be restricted to 10% of the Total cost of Ownership.	As the solution shall be delivered by the Bidder to the Bank, bidder cannot be held liable for any penalties imposed by third party, neither such penalties can be factored in our cost, hence we request amendment of this clause to exclude only third party claim to the extent same is arising due to Bank's usage of solution in accordance with the terms of the RFP and such usage is causing IP infringement claim from third party.	Bidder to comply with RFP terms and conditions
23	20	Section C	7.16	7.16 However this limit is not applicable for penalties imposed and/or claims from third parties where the same is limited to actual claims.	As the solution shall be delivered by the Bidder to the Bank, bidder cannot be held liable for any penalties imposed by third party, neither such penalties can be factored in our cost, hence we request amendment of this clause to exclude only third party claim to the extent same is arising due to Bank's usage of solution in accordance with the terms of the RFP and such usage is causing IP infringement claim from third party.	Bidder to comply with RFP terms and conditions
24	20	Section C	7.17	7.17 If any act or failure by the selected bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.	As the Bidder will be liable for penalties on the account of deficiency in services and Bank will also have additional recourse against the Bidder such as termination of contract, encashment of PBC, risk purchase. Hence, we request the Bank to kindly delete this clause.	Bidder to comply with RFP terms and conditions
25	20	Section C	7.18	7.18 Any financial loss to the Bank on account of fraud taking place due to selected bidder, its employee or their services provider's negligence shall be recoverable from the selected bidder along with damages if any with regard to the Bank's reputation and goodwill.	We request the Bank to amend this clause with following wordings: Any financial loss to the Bank on account of fraud committed by the selected bidder, its employee or their services provider's gross negligence while delivering solution under this RFP shall be recoverable from the selected bidder.	Bidder to comply with RFP terms and conditions
26	20	Section C	7.19	7.19 Bank may impose penalty to the extent of damage to its any equipment or fine imposed by RBI or any regulatory bodies, if the damage was due to the actions attributable to the staff of the selected bidder.	We request the Bank to amend this clause with following wordings: Bank may impose penalty to the extent of damage to its equipment and such damage is caused due to gross negligence on the part of the Bidder while delivering services under this RFP.	Bidder to comply with RFP terms and conditions
27	21	Section C	7.2	7.20 The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the selected bidder under this purchase contract or may be recovered by invoking of Performance Security or otherwise from selected bidder or from any other amount payable to the selected bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty were provided for under the contract	We request the Bank to provide 30 days cure period before enforcing the remedies stated in this clause.	Bidder to comply with RFP terms and conditions
28	21	Section C	8.3	8.3 Any corruption/bug in the solution shall be rectified during the full period of the contract, at no extra cost to the Bank.	We request the Bank to amend this clause with following wordings: Any corruption/bug in the solution to the extent same is caused due to act or omission solely and exclusively attributable to the Bidder, same shall be rectified during the full period of the contract, at no extra cost to the Bank.	Bidder to comply with RFP terms and conditions
29	21	9.Local support	9.1	The Support should be for an unlimited number of incidents reported to them and provides a practical solution to resolve the issue. The support should be provided over phone, E mail web based, in person, if required. All escalations will be attended / responded-promptly not later than 30 minutes of reporting.	Since it is a Bidder hosted model, in-person support at customer place is not applicable.	ONSITE RESOURCES SOUGHT IN THE TENDER SHOULD BE MADE AVAILABLE, OTHER THINGS FROM VENDOR CAN BE MANAGED FROM ANYWHERE.



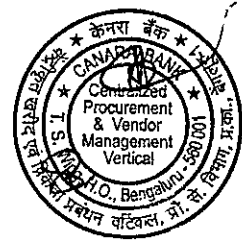
30	22	Section C	11.1	11.1 VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the BANK.	We request the Bank to amend this clause with following wordings: VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior intimation to the BANK.	Bidder to comply with RFP terms and conditions.
31	22	Section C	12	Sub Clause No: 12.1 , 12.2 , 12.3	We request the Bank to kindly incorporate the audit process specified below in this clause : Bidder obligation under this clause is subject to: (i), such audit to be conducted at mutually agreeable times and locations, once in a year or any other frequency as mandated by the regulator; (ii), Bidder personnel may, at Bidder's option, attend such audit; (iii), such audit shall be conducted in a manner to minimize any adverse impact on Bidder's normal business operations; (iv), Bank shall procure the compliance by the Auditor of all safety and security procedures of the Bidder; (v), Any information accessed or obtained by the Auditor pursuant to such audit will be deemed to be the Confidential Information of Bidder and the Bank shall remain fully liable for any breach of the Contract by the Auditor who obtain access to or possession of such Confidential Information. (vi), Prior written intimation of at least 60 days must be provided by the Bank to the Bidder for any audit request. Audit shall not exceed beyond seven (7) calendar days in each instance and beyond thirty (30) calendar days during one calendar year. (vii), Scope of audit must be mutually agreed within the Parties prior to commencement of audit and should only be relevant to Services provisioned under this Contract, or as permitted B applicable to the Bidder. (viii), No direct access shall be provided by the Bidder to the production environment under any scenario. (ix) No technical audits/testing shall be allowed by the Bidder under any scenario. (x), Relevant attestations / certificates available (like PCI DSS AOC, ISO 27001, etc.) shall be considered by the Bank for assessing Bidder's compliance to physical, technical and administrative controls, to the extent applicable, to the Services specified in the Contract.	RFP clauses are self explanatory. Bidder to comply with RFP terms and conditions
32	22	12. Right to Audit	12.1	12.1 The VENDOR has to get itself annually audited by internal/ external empanelled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.	Bidder reckon that bidder shall permit governmental agencies that regulate Client in connection with the Solution to examine bidder books and records and Client Data, to the same extent as if that Solution were being performed by Client on its own premises, subject to bidders' confidentiality and security policies and procedures. For other audits, Bidder and client shall agree on the scope, coverage, confidentiality requirements and other terms of audits at the time of contracting. Please confirm.	RFP clauses are self explanatory. Bidder to comply with RFP terms and conditions
33	22	12. Right to Audit	12.2	12.2 Where any deficiency has been observed during audit of the VENDOR on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the VENDOR shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.	Bidder and client shall agree on the scope, coverage, confidentiality requirements and other terms of audits at the time of contracting. For the bidder's shared platform, remediation will be managed in accordance with the bidder's policies. Kindly confirm.	RFP clauses are self explanatory. Bidder to comply with RFP terms and conditions
34	22	12. Right to Audit	12.3	12.3 The VENDOR shall, whenever required by the PURCHASER, furnish all relevant information, records/data to the PURCHASER and/or auditors and/or inspecting officials of the PURCHASER/Reserve Bank of India and or any regulatory authority. The PURCHASER reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the VENDOR (e.g., financial, internal control and security reviews) and findings made on VENDOR in conjunction with the services provided to the PURCHASER.	Bidder and client shall agree on the scope, coverage, confidentiality requirements and other terms of audits at the time of contracting. For the bidder's shared platform, remediation will be managed in accordance with the bidder's policies. Kindly confirm.	RFP clauses are self explanatory. Bidder to comply with RFP terms and conditions
35	36	Section F	12.1	12.1. The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 days' notice.	As price is based on multiple assumptions like tenure of contract, SLA, penalties, LD, AMC, volume, scope of services, nature of software license, geographical locations etc. and termination of contract for convenience may result in deviation from these assumptions, hence we request the Bank to kindly exercise the right to terminate the contract only for breach of terms of the contract and kindly delete this clause.	Bidder to comply with RFP terms and conditions
36	37	Section F	12.4	12.4. In case the Vendor/Service Provider fails to deliver the solution as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar solution from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.	We request the Bank to amend this clause with following wordings: In case the Vendor/Service Provider fails to deliver the solution as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar solution from alternate sources at the reasonable differential cost paid by the Bank to the alternate vendor and such reasonable differential cost being borne by the Vendor/Service Provider. Before exercising right under this clause the Bank will provide the Vendor/Service Provider with 30 days cure period.	Bidder to comply with RFP terms and conditions
37	37	Section F	12.5	12.5. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.	We request the Bank to amend this clause with following wording: After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance undelivered part of the contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the reasonable additional expenditure, if any incurred by the Bank for the execution of the balance of the order/contract. Such reasonable additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market.	Bidder to comply with RFP terms and conditions



38	37	Section F	12.8	12.8. Notwithstanding the existence of a dispute, and/ or the commencement of negotiation and mediation proceedings, Vendor/Service Provider should continue the services. Vendor/Service Provider is solely responsible to prepare a detailed Reverse Transition plan.	We request the Bank to amend this clause with following wordings: Notwithstanding the existence of a dispute, and/ or the commencement of negotiation and mediation proceedings, Vendor/Service Provider should continue the services and the Bank will continue to make payment of applicable fee. Vendor/Service Provider is solely responsible to prepare a detailed Reverse Transition plan and Bank undertakes to provide all assistance and support as the Vendor /Service Provider may need for preparation of transition plan.	Bidder to comply with RFP terms and conditions
39	37	Section F	12.9	12.9. The Bank shall have the sole decision to determine whether such plan has been complied with or not. Reverse Transition mechanism would include services and tasks that are required to be performed/ rendered by the Vendor/Service Provider to the Bank or its designee to ensure smooth handover and transitioning of the Bank's deliverables.	We request the Bank to amend this clause with following wordings: The Bank shall have the sole decision to determine whether such plan has been complied with or not. Reverse Transition mechanism would include services and tasks that are agreed between the Bank and the Vendor /Service Provider to be performed/ rendered by the Vendor/Service Provider to the Bank or its designee.	Bidder to comply with RFP terms and conditions
40	39	Section G	4.6	4.6. The selected bidder has to submit following KYC documents of resources engaged: 5.6.1 Resume latest (Candidate Photograph should be part of Resume only) and Print should be in color only. 5.6.2 Address Proof (Local and Permanent)- Duty attested photocopy by candidate and bidder HR. 5.6.3 Aadhaar Card - Duty attested photocopy by candidate and bidder HR. 5.6.4 Passport - Duty attested photocopy by candidate and bidder HR. 5.6.5 Background Police Verification report - Duty attested photocopy by candidate and bidder HR.	We request the Bank to amend this clause with following wordings: The selected bidder will submit the background verification report of resourced engaged by the Bank.	Bidder to comply with RFP terms and conditions
41	40	Section G	7	7. In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.	We request the Bank to provide 30 days cure period before enforcing the remedies stated in this clause.	Bidder to comply with RFP terms and conditions
42	40	Section G	8.1	8.1. VENDOR/ SERVICE PROVIDER shall not assign to any one, in whole or in part, its obligations to perform under the Contract, except with the BANK's prior written consent.	We request the Bank to permit assignment of this Agreement to its associate entities or any entity which is accepting to take all obligations of the vendor as stated in this Agreement and amend this clause accordingly.	Bidder to comply with RFP terms and conditions
43	40	Section G	8.2	8.2. If the BANK undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the VENDOR/ SERVICE PROVIDER under this Contract	We request the Bank to amend this clause with following wordings: If the BANK undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the VENDOR/ SERVICE PROVIDER under this Contract subject to such new entity undertakes to abide by the terms and conditions of this Contract.	Bidder to comply with RFP terms and conditions
44	40	Section G	11	11.1. VENDOR/ SERVICE PROVIDER warrants that the inputs provided shall not infringe upon any third party Intellectual property rights, including copyrights, patents and other Intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER warrants that the deliverables shall not infringe upon any third party Intellectual property rights, including copyrights, patents and other Intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER shall ensure that the Solution supplied to the BANK shall not infringe the third party Intellectual property rights, if any. VENDOR/ SERVICE PROVIDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as VENDOR/ SERVICE PROVIDER. 11.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's Intellectual property rights, VENDOR/ SERVICE PROVIDER shall at its choice and expense: 11.2.1. Procure for BANK the right to continue to use such deliverables. 11.2.2. Replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables or 11.2.3. If the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse BANK for any amounts paid to VENDOR/ SERVICE PROVIDER for such deliverables, along with the replacement costs incurred by BANK for procuring equivalent equipment in addition to the penalties levied by BANK. However, BANK shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, VENDOR/ SERVICE PROVIDER shall be responsible for payment of	As the Bidder's scope of work under this RFP is limited to delivery of services, hence, we request Bank to amend this indemnity clause with following wordings: 1 Service Provider shall indemnify and defend the Bank against any third-party claim alleging that the Services alone, as and when made available to the Bank by the Service Provider and when properly used for the purpose and in the manner specifically authorized by the Agreement, infringes upon any copyright or any trade secret enforceable under applicable Law, if any infringement claim is, or in the Service Provider's sole opinion may be, initiated, Service Provider may at its option and expense: (i) modify or replace all or part of the Services; (ii) procure for the Bank the right to continue using the Services; or (iii) remove all or part of the Service. If the Service Provider so removes all or a part of a Service, then the Service Provider shall if Bank is paying for use of the Services on a recurring basis, refund to Bank the unused portion of the recurring fee(s) paid by Bank for the Services, and in each such case, the Agreement shall terminate with respect to the Services or part thereof removed. The remedies provided in this Section are the sole remedies for a claim of infringement or misappropriation hereunder. 2 Except for any claims solely caused by Service Provider's breach of the Agreement, the Bank shall defend the Service Provider from and against any and all claims asserted against the Service Provider by or on behalf of the Bank's users and shall indemnify and hold harmless the Service Provider from and against any damages, costs, and expenses of Bank's users awarded against the Service Provider by a final court judgment or an agreement settling such claims. 3 The obligations in this Section 11 are contingent upon: (i) the Bank promptly notifying the Service Provider in writing of any claims for which it seeks indemnity, including all materials received by the Bank related to the claim and an identification of the relevant Services; (ii) the Service Provider having sole control over the defense and settlement of such claims; (iii) Bank reasonably cooperating during defense and settlement efforts; (iv) the Bank not making any admission,	Bidder to comply with RFP terms and conditions



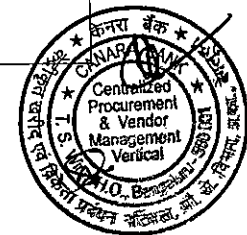
45	42	Section G	12.2	12.2.VENDOR/ SERVICE PROVIDER shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. VENDOR/ SERVICE PROVIDER shall suitably defend, indemnify BANK for any loss/damage suffered by BANK on account of and to the extent of any disclosure of the confidential information.	We agree to defend the Bank against any direct monetary loss awarded against the bank to the extent such loss of data is caused to the Bank due to gross negligence or willful misconduct of Bidder in complying with its confidentiality obligations while providing software license and services to the Bank under the terms of this RFP. However we request the Bank to include following process of indemnification: (i) the Bank promptly notifying the Bidder in writing of any claims for which it seeks indemnity, including all materials received by the Bank related to the claim for breach of confidentiality obligations; (ii) the Bidder having sole control over the defense and settlement of such claims; (iii) the Bank reasonably cooperating during defense and settlement efforts; (iv) the Bank not making any admission, concession, consent judgment, default judgment or settlement of such claim or any part thereof; and (v) Bank taking all steps to mitigate the claim.	Bidder to comply with RFP terms and conditions
46	42	Section G	12.5	12.5. Service Provider to ensure confidentiality of customer data and shall be liable in case of any breach of security and leakage of confidential customer related information	We agree to defend the Bank against any direct monetary loss awarded against the bank to the extent such loss of data is caused to the Bank due to gross negligence or willful misconduct of Bidder in complying with its confidentiality obligations while providing software license and services to the Bank under the terms of this RFP. However we request the Bank to include following process of indemnification: (i) the Bank promptly notifying the Bidder in writing of any claims for which it seeks indemnity, including all materials received by the Bank related to the claim for breach of confidentiality obligations; (ii) the Bidder having sole control over the defense and settlement of such claims; (iii) the Bank reasonably cooperating during defense and settlement efforts; (iv) the Bank not making any admission, concession, consent judgment, default judgment or settlement of such claim or any part thereof; and (v) Bank taking all steps to mitigate the claim.	Bidder to comply with RFP terms and conditions
47	42	Section G	12.6	12.6. The vendor/service provider may disclose only the following types of data to the bank's customers and/or third parties with prior written consent of the bank: financial data, sensitive personal data, and other information explicitly permitted by the bank. All disclosures must comply with applicable laws, RBI regulations and guidelines. Prior written consent from the bank is required for any other disclosures, and detailed records of all shared data must be maintained by the service provider and shall be provided to the bank as and when required by the bank.	While we agree to comply with the regulatory guidelines of GOI / RBI and any other regulatory authority existing as on date of submission of bid, however, it is not possible for the bidder to envisage the regulatory guidelines of GOI / RBI and any other regulatory authority which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the regulatory guidelines of GOI / RBI and any other regulatory authority, existing as on date of submission of bid and compliance to any regulatory guidelines of GOI / RBI and any other regulatory authority issued subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Bidder to comply with RFP terms and conditions. Any changes beyond the scope will have the Change Request process.
48	43	Section G	13.8	13.8. In case of termination, the exit management period will start from effective date of termination, or such other date as may be decided by Canara Bank and communicated to Vendor/Service Provider.	We request the Bank to amend this clause with following wordings: In case of termination, the exit management period will start from effective date of termination, or such other date as may be mutually agreed between Canara Bank and the Vendor/Service Provider.	Bidder to comply with RFP terms and conditions
49	43	Section G	13.1	13.10. Vendor/Service Provider needs to comply with Banks requirements and any statutory or regulatory guidelines during the reverse transition period.	While we agree to comply with the statutory and regulatory guidelines existing as on date of submission of bid and any other requirements of the Bank as stated in this RFP, however, it is not possible for the bidder to envisage the statutory and regulatory guidelines and requirements of the Bank which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the statutory and regulatory guidelines existing as on date of submission of bid and any other requirements of the Bank as stated in the RFP, and compliance to any statutory and regulatory guidelines becoming applicable subsequent to the bid submission date or any other requirements of the Bank issued subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Bidder to comply with RFP terms and conditions
50	44	SECTION G - GENERAL CONDITIONS	18.	18.Adherence to Banks IS Security/Cyber Security Policies:	The Service Provider will adhere to its own policies hence request the Bank to amend this clause accordingly.	Bidder to comply with RFP terms and conditions
51	45	SECTION G - GENERAL CONDITIONS	18.1	18.1. VENDOR/ SERVICE PROVIDER shall comply with Bank's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines.	Bank's Information Security policies are typically written with the Bank's own employees in mind, so it is not appropriate for the Bidder to follow such policies. In addition, it would be unnecessarily burdensome for the Bidder to administer compliance with each of its various client policies. Hence we request the Bank to kindly delete this clause.	Bidder to comply with RFP terms and conditions. Relevant Bank Policies will be shared with successful bidder.
52	45	SECTION G - GENERAL CONDITIONS	18.2	18.2. In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the vendor/Service Provider shall immediately report such incident to the Bank.	We request the Bank to amend this clause with following wordings: In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the vendor/Service Provider shall report such incident to the Bank within the timelines prescribed under applicable laws.	Bidder to comply with RFP terms and conditions
53	45	SECTION G - GENERAL CONDITIONS	19.1	19.1. Vendor/Service Provider warrants that at all times, when delivering the Deliverables and/or providing the Services, use appropriate procedures and care to avoid loss or corruption of data. However, in the event that any loss or damage to Bank data occurs as a result of Vendor/Service provider's failure to perform its responsibilities in the RFP/ Gem Bid/ PO/Agreement, Vendor/Service Provider will at Bank's request correct or cause to be corrected any loss or damage to Bank data. Further, the cost of any corrective action in relation to data loss of any nature will be borne by Vendor/Service Provider, if such loss or damage was caused by any act or omission of Vendor/Service provider or its officers, employees, contractors or agents or other persons under Vendor/Service provider control.	We agree to defend the Bank against any direct monetary loss awarded against the bank to the extent such loss of data is caused to the Bank due to gross negligence or willful misconduct of Bidder in complying with its data protection laws while providing software license and services to the Bank under the terms of this RFP. However we request the Bank to include following process of indemnification: (i) the Bank promptly notifying the Bidder in writing of any claims for which it seeks indemnity, including all materials received by the Bank related to the claim for breach of data; (ii) the Bidder having sole control over the defense and settlement of such claims; (iii) the Bank reasonably cooperating during defense and settlement efforts; (iv) the Bank not making any admission, concession, consent judgment, default judgment or settlement of such claim or any part thereof; and (v) Bank taking all steps to mitigate the claim.	Bidder to comply with RFP terms and conditions



54	45	Section G	19.2	19.2. Where the terms of the RFP/Gem Bid/PO/Agreement require any data to be maintained by the Bank, the Bank agrees to grant, Vendor/Service provider such access and assistance to such data and other materials as may be required by Vendor/Service Provider, for the purposes of correcting loss or damage to Bank data. If any data to be shared between the Bank and Vendor/Service provider for the purpose of the contract, the same shall be shared through secured channels in an encrypted manner. The Vendor/ Service Provider shall process the relevant data at _ (furnish the location). If the Vendor/ Service Provider proposes any change in data processing location, the same shall be notified to the Bank before the change of location. Vendor/Service provider is required to adhere to RBI guidelines for storage of data in India as per regulatory requirements/instructions, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank. The data if any to be stored by the vendor shall be stored in an encrypted manner. Vendor/Service provider will be liable to bank for any event for security breach and leakage of data/information. No biometric data shall be stored/ collected in the system associated with the vendor, unless allowed under extant statutory guidelines. The vendor shall have a structured process in place for secured removal/disposal/destruction of data and the details of the same shall be provided to the Bank as and when required by the bank.	While we agree to comply with the regulatory guidelines of GOI / RBI and any other regulatory authority existing as on date of submission of bid, however, it is not possible for the bidder to envisage the regulatory guidelines of GOI / RBI and any other regulatory authority which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the regulatory guidelines of GOI / RBI and any other regulatory authority, existing as on date of submission of bid and compliance to any regulatory guidelines of GOI / RBI and any other regulatory authority issued subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Bidder to comply with RFP terms and conditions. Any changes beyond the scope will have the Change Request process.
55	45	SECTION G - GENERAL CONDITIONS	19.	Protection of Data	While Service Provider/Bidder agrees to comply with impacting laws, regulations, rules and requirements, notifications, circulars, directives from regulatory and statutory bodies, RBI, Government Authorities/Agencies, Information Technology Act, 2000, The Digital Personal Data Protection Act- 2023, existing as on date of submission of bid. However since it is not possible for the Service Provider/Bidder to foresee future changes from Regulators, Govt. Authorities/Agencies and hence cannot assess corresponding impact/changes to be done to the products/services. Thus Service Provider/Bidder requests that compliance to any such future impacting changes/ upgrades/ customizations/ patches/ updates to the solution/s should be considered as a Change Request mutually agreed between the parties and these clauses should be amended accordingly, where required.	Bidder to comply with RFP terms and conditions
56	45	18. Adherence to Banks IS Security/Cyber Security Policies:	18.1	18.1. VENDOR/ SERVICE PROVIDER shall comply with Bank's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines.	Bidder proposes to use its hosted services which are compliant with ISO 27001 standards, as applicable and managed in accordance with Bidders policies/standards. Compliance with other requirements shall be on mutually agreed terms and commercials, and in accordance with service changes made by Bidder for its general client base on the platform. Please confirm.	Bidder to comply with RFP terms and conditions
57	45	18. Adherence to Banks IS Security/Cyber Security Policies:	18.2	18.2. In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the vendor/Service Provider shall immediately report such incident to the Bank.	Bidder shall report only confirmed security incident that results in the loss of or unauthorized access to, use or disclosure of Client Confidential Information in Bidders' possession or control, Bidder shall provide client with notification without undue delay. Please confirm.	Bidder to comply with RFP terms and conditions
58	46	Section G	19.4	19.4. Vendor/Service Provider shall ensure compliance with all applicable law in relation to the services under this agreement and any modifications/changes in the applicable Law by Legislators and/or regulators during the currency of the agreement.	While we agree to comply with the regulatory guidelines of GOI / RBI and any other regulatory authority existing as on date of submission of bid, however, it is not possible for the bidder to envisage the regulatory guidelines of GOI / RBI and any other regulatory authority which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the regulatory guidelines of GOI / RBI and any other regulatory authority, existing as on date of submission of bid and compliance to any regulatory guidelines of GOI / RBI and any other regulatory authority issued subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Bidder to comply with RFP terms and conditions. Any changes beyond the scope will have the Change Request process.
59	46	Section G	19.5	19.5. Vendor/Service Provider shall comply with all Data Protection Laws applicable in relation to the services under this agreement and shall ensure that any data provided by the Party under this Agreement is treated as confidential.	While we agree to comply with the data protection laws existing as on date of submission of bid, however, it is not possible for the bidder to envisage the data protection laws which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the data protection laws, existing as on date of submission of bid and compliance to any change in data protection laws made subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Bidder to comply with this RFP terms.
60	46	Section G	19.6	19.6. For the Purpose of this clause, "Data Protection Laws" means all directives, statutes, regulations, orders, decrees, decisions, or any other like legal instrument (whether enacted in India or any other relevant jurisdiction) which pertain to the protection of privacy and confidentiality of Personal Data Including Digital Personal Data Protection Act, 2023, Information Technology Act, 2000, and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as amended from time to time	While we agree to comply with the data protection laws existing as on date of submission of bid, however, it is not possible for the bidder to envisage the data protection laws which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the data protection laws, existing as on date of submission of bid and compliance to any change in data protection laws made subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Bidder to comply with this RFP terms.



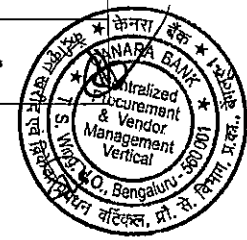
66	48	SECTION G - GENERAL CONDITIONS	23.General Conditions to Contract:	23.11.The vendor/service provider shall comply with all applicable provisions of the Information Technology Act, 2000 and any amendments thereto. This includes adhering to regulations and standards set forth under the Act concerning data protection.	While Service Provider/Bidder agrees to comply with impacting laws, regulations, rules and requirements, notifications, circulars, directives from regulatory and statutory bodies, RBI Government Authorities/Agencies, Information Technology Act, 2000, The Digital Personal Data Protection Act- 2023, existing as on date of submission of bid. However since it is not possible for the Service Provider/Bidder to foresee future changes from Regulators, Govt. Authorities/Agencies and hence cannot assess corresponding impacts/changes to be done to the products/services. This Service Provider/Bidder requests that compliance to any such future impacting changes/ upgrades/ customizations/ patches/ updates to the solution/s should be considered as a Change Request mutually agreed between the parties and these clauses should be amended accordingly, where required.	Bidder to comply with RFP terms and conditions
67	49	Section G	23.13	23.13. Further Vendor/Service Provider the agrees that the guidelines issued by various regulators/government authorities/enforcement agencies etc. from time to time shall form part and parcel of this agreement and shall adhere to the same.	While we agree to comply with the regulatory guidelines of GOI / RBI and any other regulatory authority existing as on date of submission of bid, however, it is not possible for the bidder to envisage the regulatory guidelines of GOI / RBI and any other regulatory authority which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the regulatory guidelines of GOI / RBI and any other regulatory authority, existing as on date of submission of bid and compliance to any regulatory guidelines of GOI / RBI and any other regulatory authority issued subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Bidder to comply with RFP terms and conditions. Any changes beyond the scope will have the Change Request process.
68	50	Section G	25.6	25.6.The selected bidder should abide by guidelines issued by RBI Master Direction on Outsourcing of IT Services.	While we agree to comply with the regulatory guidelines of RBI existing as on date of submission of bid, however, it is not possible for the bidder to envisage the regulatory guidelines of RBI which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the regulatory guidelines of RBI, existing as on date of submission of bid and compliance to any regulatory guidelines of RBI issued subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Bidder to comply with RFP terms and conditions
69	50	Section G	25.7	25.7. The selected bidder should also abide by the provisions of Digital Data Protection Bill.	While we agree to comply with the data protection laws existing as on date of submission of bid, however, it is not possible for the bidder to envisage the data protection laws which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the data protection laws, existing as on date of submission of bid and compliance to any change in data protection laws made subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Bidder to comply with RFP terms and conditions
70	50	Section G	23.12	23.12.The Vendor/Service Provider shall be liable for any loss caused to the bank due to any willful negligence /malpractice by the Vendor/Service Provider or any of its officers, employees, agents or representatives which is found to be a causative factor for any fraud, in spite of liability under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents and/or representatives) in the performance of the Services under this Agreement and shall not be deemed to be acting on or behalf of the Bank in any manner whatsoever to the extent of such acts and/ or transactions.	As the Bidder's scope of work under this RFP is limited to delivery of services, hence, we request Bank to amend this Indemnity clause with following wordings: 1 Service Provider shall indemnify and defend the Bank against any third-party claim alleging that the Services alone, as and when made available to the Bank by the Service Provider and when properly used for the purpose and in the manner specifically authorized by the Agreement, infringes upon any copyright or any trade secret enforceable under applicable Law. If any infringement claim is, or in the Service Provider's sole opinion may be, initiated, Service Provider may at its option and expense: (i) modify or replace all or part of the Services; (ii) procure for the Bank the right to continue using the Services; or (iii) remove all or part of the Service. If the Service Provider so removes all or a part of a Service, then the Service Provider shall if Bank is paying for use of the Services on a recurring basis, refund to Bank the unused portion of the recurring fee(s) paid by Bank for the Services, and in each such case, the Agreement shall terminate with respect to the Services or part thereof removed. The remedies provided in this Section are the sole remedies for a claim of infringement or misappropriation hereunder. 2 Except for any claims solely caused by Service Provider's breach of the Agreement, the Bank shall defend the Service Provider from and against any and all claims asserted against the Service Provider by or on behalf of the Bank's users and shall indemnify and hold harmless the Service Provider from and against any damages, costs, and expenses of Bank's users awarded against the Service Provider by a final court judgment or an agreement settling such claims. 3 The obligations in this Section 21 are contingent upon: (i) the Bank promptly notifying the Service Provider in writing of any claims for which it seeks indemnity, including all materials received by the Bank related to the claim and an identification of the relevant Services; (ii) the Service Provider having sole control over the defense and settlement of such claims; (iii) Bank reasonably cooperating during defense and settlement efforts; (iv) the Bank not making any admission,	Bidder to comply with RFP terms and conditions
71	50	Section G	31	31.1.No person of the Bank or the Vendor/Service Provider and third parties shall violate the Social Media Policy of the Bank. 31.2.The following acts on the part of personnel of the Bank or Vendor/Service Provider and third parties shall be construed as violation of Social Media Policy: 31.2.1. Non-adherence to the standards/guidelines in relation to Social Media Policy issued by the Bank from time to time. 31.2.2.Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of Social Media related systems and procedures. 31.2.3.Any unauthorized use or disclosure of Bank's confidential information or data. 31.2.4.Any usage of information or data for purposes other than for Bank's normal business purposes and / or for any other illegal activities which may amount to violation of any law, regulation or reporting requirements of any law enforcement agency or government body.	Bank's Social Media policies are typically written with the Bank's own employees in mind, so it is not appropriate for the Bidder to follow such policies. In addition, it would be unnecessarily burdensome for the Bidder to administer compliance with each of its various client policies. Hence we request the Bank to kindly delete this clause.	Bidder to comply with RFP terms and conditions. Relevant Bank Policies will be shared with successful bidder



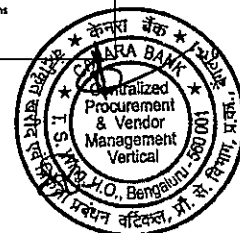
72	52	Section G	32	All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in discharge of any obligation arising under this Contract (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably by negotiation between the parties. In case of failure to resolve the disputes and differences amicably through negotiation, the matter may be referred to mediation with the assistance of a mediator mutually agreed upon after issuance of at least 30 days' notice in writing to the other party clearly setting out the intention to refer such dispute to mediation. Proceedings of mediation shall be governed by The Mediation Act, 2023. Place of Mediation shall be Bengaluru, India. Proceedings of the mediation shall be conducted in English language.	We request the Bank to amend this clause with following wordings: 32. The Agreement and any dispute, difference, controversy or claim arising, directly or indirectly, out of, relating to, or otherwise in connection with it or its subject matter or formation (including non-contractual disputes, differences, controversies or claims) is governed by, and shall be construed and enforced in accordance with, the Laws of India. Each party irrevocably agrees that any dispute, difference, controversy or claim arising directly or indirectly, out of, relating to, or otherwise in connection with the Agreement, or the breach, termination or validity thereof (including non-contractual disputes, differences, controversies or claims), shall be referred to and finally resolved by arbitration in accordance with the Rules of the Arbitration and Conciliation Act, 1996 ("ACA Rules"). The seat of the arbitration shall be Mumbai, India and unless otherwise the Tribunal decides otherwise the venue for hearings in the arbitration will also be Mumbai, India. The Tribunal shall consist of three arbitrators. The arbitrators shall be appointed in accordance with the ACA Rules. The decision of the Tribunal shall be substantiated in writing, shall be final and binding upon both parties and shall be enforceable in any court of law. The parties shall bear their own costs and expenses including attorney's fees, but the Tribunal may decide to allocate the administrative costs of the arbitration, including the fees of the Tribunal, against the party who did not prevail. Each of the parties waives irrevocably their right to any form of appeal, review or recourse to any state court or other judicial authority, insofar as such waiver may be validly made. Notwithstanding anything to the contrary in the Agreement, either party may at any time seek an Interim Injunction or other Interlocutory relief in a court of competent jurisdiction to protect any urgent interest of such party, including, but not limited to, the confidentiality provisions of the Agreement. The Law governing the arbitration agreement contained in this Section 32 shall be the Laws of India.	Bidder to comply with RFP terms and conditions
73	52	Section G	34.1	34.1. Bidder should ensure that, it is complying with applicable guidelines issued by RBI on outsourcing of IT services vide master direction note no: RBI/2023_24/102DoS.CO.CSTEG/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications.	While we agree to comply with the regulatory guidelines of RBI existing as on date of submission of bid, however, it is not possible for the bidder to envisage the regulatory guidelines of RBI which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the regulatory guidelines of RBI, existing as on date of submission of bid and compliance to any regulatory guidelines of RBI issued subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Bidder to comply with RFP terms and conditions
74	52	Section G	34.2	34.2. Bidder should ensure to adhere applicable regulatory guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank. Vendor will be liable to bank for any event for security breach and leakage of data/information.	While we agree to comply with the data protection laws existing as on date of submission of bid, however, it is not possible for the bidder to envisage the data protection laws which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the data protection laws, existing as on date of submission of bid and compliance to any change in data protection laws made subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Bidder to comply with RFP terms and conditions
			34.3	34.3. Bidder should ensure that, it is complying with applicable guidelines issued by regulatory bodies on Digital Personal Data Protection Act 2023 and its future amendments and communications.		
			35.1	35.1. Vendor/Service Provider shall comply with the Data Processing Terms and Conditions as furnished in Annexure- I and any other data protection laws applicable to the Services, which shall form part and parcel of this agreement.		
			35.2	35.2. Once the provisions of the Digital Data Protection Act, 2023 are notified, Vendor/Service Provider shall be required to execute an addendum to this agreement that complies with the legal provisions envisaged under the Digital Data Protection Act, 2023 and rules framed thereunder.		
75	59	Annexure 2	Pre-Qualification Criteria	The proposed Solution (hosted in Private Data Centre/ Private Cloud) should have been implemented and being maintained in any Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Private Sector Foreign Banks in India for a period of atleast 3 years as on the date of submission of bid. OR The proposed Solution (hosted in Private Data Centre/ Private Cloud) should have been implemented and being maintained in any Foreign Banks outside India for a period of atleast 5 years as on the date of submission of bid.	Request that the minimum numbers of years the solution being run in a bank outside India be made 3 years and Also the scoring be made same as that for India	Bidder to comply with RFP terms and conditions.
76	69	Annexure 8	Scope of Work	The system must support VISA/MasterCard/Rupay 3D Secure guidelines and should have at least two instances in production which is certified for VISA, MasterCard and Rupay. The same should be available for other networks when onboarded.	By "two instances" does this mean support for at least two of card schemes (VISA/MasterCard/RuPay). Please clarify if it means along with DC_DR should be available	All card schemes with processing switch having two instances each in DC & DR site
77	69,70	Annexure 8 : Scope of Work	1.1.General Functional Requirements: k)	The solution should be capable of integrating with services accessible through API, web services, call center operations, IVR etc.	Trust Bank wants to integrate to the existing tools/vendors for web services call centre and operations IVR etc	Understanding is correct
			1.1.General Functional Requirements: p)	The PIN Generation/change and Hot-listing of card option shall be provided through MB, IB, IVRS, Call center, ATM and any other mode as per bank requirement.	Trust Bank would be using its own front ends and only integration with card management is sought	
			1.1.General Functional Requirements: s)	System should trigger communication to the customer through bank provided channels for any financial and non-financial transactions like SMS, Email, Whatsapp, RCS, IVRS etc.	Trust integration is required to respective gateways of the Bank	
			1.3 d	The Successful bidder shall integrate their solution with bank's courier partner for tracking the consignment. The consignment status shall be seamlessly updated in CCMS and same shall be available in Mobile Banking, Internet Banking.	Trust front end would be that of Bank's courier partner	
78	71	Annexure 8 : Scope of Work	1.5 f	System should have capability to provide the Reward points details.	Does Bank want bidder to integrate with its loyalty partner/Would Bank need integration to their loyalty system or need loyalty module as well	Bidder system should be capable of generating files for consumption with bank's loyalty partner



79	71	Annexure 8 : Scope of Work	1.6 1.6.Generation and Dispatch of Monthly Billing Statement:b	Successful bidder shall provide the statement through e-mail and Whatsapp in password protected PDF format.	Trust Integration is required to respective gateways of the Bank	Understanding is correct
80	74	Annexure 8 : Scope of Work	3	Dispute and Grievance Management	Would Bank want only reports to be disposed by Bank's operation team or want bidder to raise chargebacks and manage outrightly	Bidder has to raise chargebacks and manage the same as per RFP terms
81	74	Annexure 8 : Scope of Work	2.Reconciliation -2.13.	System should have provision to integrate with Bank's Reconciliation system	Is requirement of recon limited to only generating files if to be integrated to Bank's recon solution	Bidder to generate the reconciliation files and also to integrate with Bank's reconciliation solution for GL posting in CBS
82	76	Annexure 8 : Scope of Work	6.8.	Solution should have Admin portal in CMS for Bank users to monitor and resolve the customer complaints for ACS.	Can Bank user be provided with a separate service portal to log any incidents/queries related to all products/services offered.	Bidder to comply with RFP terms and conditions
83	76	Annexure 8 : Scope of Work	5	Collection and Non-Performing Assets(NPA) Management:	Does Bank want only collection module solution for reports and rest of the collections and recovery would be management by Bank teams.	Yes, Bank want only collection module solution for reports and recovery would be managed by Bank teams.
84	76	Annexure 8 : Scope of Work	5.Collection and Non-Performing Assets(NPA) Management:5.8.	The system should be complied with RBI prudential norms on Income Recognition and Asset Classification	Trust Bank would provide the norms.	Bidder to comply with RFP terms and conditions
85	77	Annexure-8: Scope of Work	7.4 B	The system should have full support for SAFE, MATCH, NMAAS and TC40, similar programs for RuPay.	Does Bank expect that respective reports of SAFE Match etc be absorbed by Card management system to block the card issuance. Trust SAFE Match would be done by the Bank along with KYC management	Bidder to comply with RFP terms and conditions
86	77	Annexure-8: Scope of Work	7.7	The system should have API to be consumed by mobile app/portal enabling Cardholder for various self-service functionalities including basic Risk Management activities	What kind of risk Management activities the bank is expected for API to be consumed? (List down the activities through API to be consumes)	Details will be shared with successful bidder
			7.10	Based on the rules, system should have different workflow wherein cases can be lift with lift date, closed with notation functionality, all transactions to indicate rules	Need more clarity on the Clause 7.10	Details will be shared with successful bidder
87	78	Annexure-8: Scope of Work	8.9.	SIEM Integration: System should integrate with SIEM solution for capturing all types of logs for monitoring.	As the solution proposed with OpEx model, SIEM integration is not feasible. Can this clause be reconsidered/deleted	SIEM Integration: Solution should integrate with Bidder's SIEA solution.
88	78	Annexure-8: Scope of Work	8	Integrations	Please confirm if FRM needs to be configured only for the card system or is it needed for monitoring or integrated with any other channel?	FRM Solution to be provided by the bidder
89	78	Annexure-8: Scope of Work	8.5	System to integrate with Bank's CRA solution for Call Centre, IVRS system, Chatbot, AML System etc.	Does the bank already have an AML system? please elaborate on what type of integration is required with AML system?	Bidder to integrate with Bank's AML system
90	79	Annexure 8 Scope of Work	8.13.	Integrations with Tokenization Hub for Add, View and Modification of Tokenized Card.	Need more clarity. Is the bidder required to integrate with Card scheme provided Tokenization systems for extending these features to cardholders through banking channels	Bidder to integrate with Bank's tokenization system
91	79	Annexure 8 Scope of Work	9.CMS Portal	9.1. Bidder to provide web-based CMS portal (integrated with Bank's single sign authentication system) to Branches/Offices for view and updation of credit card details.	Bidder can provide front end GUI. Is Bank expecting any integration with their existing web access portal	Understanding is correct
92	80	Annexure-8: Scope of Work	12.1	12.1. Any government/ regulatory requirements that impact the provided solution to the Bank need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided by the successful bidder.	While we agree to comply with the regulatory guidelines of RBI existing as on date of submission of bid, however, it is not possible for the bidder to envisage the regulatory guidelines of RBI which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the regulatory guidelines of RBI, existing as on date of submission of bid and compliance to any regulatory guidelines of RBI issued subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Bidder to comply with this RFP terms. Any changes beyond the scope will have the Change Request process.
93	80	Annexure-8: Scope of Work	12.1	12.2 Successful bidder shall provide necessary Development, customization and implement changes to meet Bank 's/regulatory requirements during the currency of the Contract. Here the term "Regulator" denotes Reserve Bank of India, Card Networks, Payment Card Industry Council (PCI) and State & Central Government bodies.	While we agree to comply with the bank's/ regulatory requirements existing as on date of submission of bid, however, it is not possible for the bidder to envisage the Bank's / regulatory requirements which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the Bank's requirement as stated in this RFP and regulatory requirement, existing as on date of submission of bid and compliance to any new Bank's requirement / regulatory requirements issued subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Bidder to comply with this RFP terms. Any changes beyond the scope will have the Change Request process.
94	80	Annexure-8: Scope of Work	11	Data Migration	Please provide more details on the current Credit Cardbase such as card schemes supported, approx. no of active cards and average transaction volumes	Bidder to refer Annexure-8, Scope of Work, Clause 11.5 and 11.6
95	80	Annexure-8: Scope of Work	11	Data Migration	Is there any existing FRM system where the data need to be migrated?	Yes. Bidder to migrate data from existing FRM system
96	81	Annexure-8: Scope of Work	12.Regulatory Requirements	12.1.Any government/ regulatory requirements that impact the provided solution to the Bank need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided by the successful bidder. 12.2.Successful bidder shall provide necessary Development, customization and implement changes to meet Bank 's/regulatory requirements during the currency of the Contract. Here the term "Regulator" denotes Reserve Bank of India, Card Networks, Payment Card Industry Council (PCI) and State & Central Government bodies.	While Service Provider/Bidder agrees to comply with impacting laws, regulations, rules and requirements, notifications, circulars, directives from regulatory and statutory bodies, RBI, Government Authorities/Agencies, Information Technology Act, 2000, The Digital Personal Data Protection Act- 2023, existing as on date of submission of bid. However since it is not possible for the Service Provider/Bidder to foresee future changes from Regulators, Govt. Authorities/Agencies and hence cannot assess corresponding impact/changes to be done to the products/services. Thus Service Provider/Bidder requests that compliance to any such future impacting changes/ upgrades/ customizations/ patches/ updates to the solution/s should be considered as a Change Request mutually agreed between the parties and these clauses should be amended accordingly, where required.	Bidder to comply with RFP terms and conditions
97	81	13.Gap Identification & Resolution	13.9	13.9.The cost of all customizations as mentioned above is required to be included in the price bid and the Bank will not make any additional costs for such effort. The selected bidder should understand the priorities/ implications and accordingly plan the gap remediation.	Since the requirements are unforeseen thus request this to be taken through CR route with mutual TBC	Bidder to comply with RFP terms and conditions
98	83	Annexure-8: Scope of Work	16.1	16.1.The Selected Bidder is required to ensure for adequate hardware sizing is based on the volumes for the Solution. Any enhancements or upgradation required for smooth functioning of the solution has to be brought in by the bidder without any additional cost to the Bank.	We request the Bank to amend this clause with following wordings: The Selected Bidder is required to ensure for adequate hardware sizing is based on the volumes for the Solution as specified in the RFP. Any enhancements or upgradation required for smooth functioning of the solution to support the volume projected in the RFP has to be brought in by the bidder without any additional cost to the Bank.	Bidder to comply with RFP terms and conditions



99	83	Annexure-B: Scope of Work	16.1	The Selected Bidder is required to ensure for adequate hardware sizing is based on the volumes for the Solution. Any enhancements or upgradation required for smooth functioning of the solution has to be brought in by the bidder without any additional cost to the Bank.	We need to understand the volume of transaction Peak TPS	Details will be shared with the successful bidder.
100	84	Annexure-B: Scope of Work	18.9	18.9.The Successful bidder, upon the written request of the Bank, shall allow the authorized representatives of the Bank (including Internal/external auditors acting on its behalf), Reserve Bank of India or any other Statutory Authority for Inspection, Audit and IS-Audit purposes at all reasonable times, who shall have access to its records relating to performance from time to time and also obtain copies of any audit or inspection or review reports or findings made on the service provided to the Bank.	We request the Bank to kindly incorporate the audit process specified below in this clause : Bidder obligation under this clause is subject to: (i). such audit to be conducted at mutually agreeable times and locations, once in a year or any other frequency as mandated by the regulator; (ii). Bidder personnel may, at Bidder's option, attend such audit; (iii). such audit shall be conducted in a manner to minimize any adverse impact on Bidder's normal business operations; (iv). Bank shall procure the compliance by the Auditor of all safety and security procedures of the Bidder; (v). Any Information accessed or obtained by the Auditor pursuant to such audit will be deemed to be the Confidential Information of Bidder and the Bank shall remain fully liable for any breach of the Contract by the Auditor who obtain access to or possession of such Confidential Information. (vi). Prior written intimation of at least 60 days must be provided by the Bank to the Bidder for any audit request. Audit shall not exceed beyond seven (7) calendar days in each instance and beyond thirty (30) calendar days during one calendar year. (vii). Scope of audit must be mutually agreed within the Parties prior to commencement of audit and should only be relevant to Services provisioned under this Contract, or as permitted & applicable to the Bidder, (viii). No direct access shall be provided by the Bidder to the production environment under any scenario. (ix) No technical audits/testing shall be allowed by the Bidder under any scenario. (x). Relevant attestations / certificates available (like PCI DSS AOC, ISO 27001, etc.) shall be considered by the Bank for assessing Bidder's compliance to physical, technical and administrative controls, to the extent applicable, to the Services specified in the Contract.	Bidder to comply with RFP terms and conditions
101	84	Annexure-B: Scope of Work	18.1	18.10.The Successful bidder should get the security tested / audited (like Vulnerability Assessment & Penetration Tests and other Security audits as mandated by the Bank) by CERT-IN approved agency on yearly basis and to submit the related compliance certificate to the Bank. The Audit process and submission of the mentioned certificates are mandatory irrespective of the Architecture of Successful Bidder's Application/Database/(Shared) Physical Hardware Infrastructure.	We request the Bank to kindly incorporate the audit process specified below in this clause : Bidder obligation under this clause is subject to: (i). such audit to be conducted at mutually agreeable times and locations, once in a year or any other frequency as mandated by the regulator; (ii). Bidder personnel may, at Bidder's option, attend such audit; (iii). such audit shall be conducted in a manner to minimize any adverse impact on Bidder's normal business operations; (iv). Bank shall procure the compliance by the Auditor of all safety and security procedures of the Bidder; (v). Any Information accessed or obtained by the Auditor pursuant to such audit will be deemed to be the Confidential Information of Bidder and the Bank shall remain fully liable for any breach of the Contract by the Auditor who obtain access to or possession of such Confidential Information. (vi). Prior written intimation of at least 60 days must be provided by the Bank to the Bidder for any audit request. Audit shall not exceed beyond seven (7) calendar days in each instance and beyond thirty (30) calendar days during one calendar year. (vii). Scope of audit must be mutually agreed within the Parties prior to commencement of audit and should only be relevant to Services provisioned under this Contract, or as permitted & applicable to the Bidder, (viii). No direct access shall be provided by the Bidder to the production environment under any scenario. (ix) No technical audits/testing shall be allowed by the Bidder under any scenario. (x). Relevant attestations / certificates available (like PCI DSS AOC, ISO 27001, etc.) shall be considered by the Bank for assessing Bidder's compliance to physical, technical and administrative controls, to the extent applicable, to the Services specified in the Contract.	Bidder to comply with RFP terms and conditions
102	84	Annexure-B - Scope of Work	18.Information and Data Security Measures:	18.11.The Successful bidder will be required to fix any defect, bugs, vulnerability in the solution at no additional cost during the entire tenure of the contract. These defects, bugs, vulnerabilities can be detected by the Bank or can be a finding of any Internal or external audit conducted by the Bank or its auditors on a periodic basis.	While Bidder/Service Provider agrees to support in remediating any defect, bugs, vulnerability in the solution and any audit/examination observations by Internal/ external auditors and statutory & regulatory bodies like RBI and other Government Agencies. However such observations and corresponding remediation should be mutually agreed & shall be done at extra cost, if having a direct or indirect cost implication and treated as Change Request and these clauses should be amended accordingly.	Bidder to comply with RFP terms and conditions
103	84	18. Information and Data Security Measures:	18.4	18.4. The successful bidder should do the usual maintenance activity like OS and DB patching regularly and confirm to the Bank with evidence. The Patch Management process of the proposed solution should be in-line with the Bank Patch Management Process.	For Bidder's hosted platform, security shall be maintained in accordance with its Policies.	The successful bidder should do the usual maintenance activity like OS and DB patching regularly and confirm to the Bank with evidence.
104	84	18. Information and Data Security Measures:	18.7	18.7. The application should be monitored via SIEM for logs monitoring to avoid any fraud.	The bidder's hosted platform will maintain security in alignment with its established policies, including integration with a SIEM solution or SOC for comprehensive security log monitoring. Does the Bank require application logs to be integrated with the bidder's SIEM solution? Kindly confirm.	Bidder to comply with this RFP term SIEM integration; Solution should integrate with Bidder's SIEM solution.
105	84	18. Information and Data Security Measures:	18.9	18.9. The Successful bidder, upon the written request of the Bank, shall allow the authorized representatives of the Bank (including Internal/external auditors acting on its behalf), Reserve Bank of India or any other Statutory Authority for Inspection, Audit and IS-Audit purposes at all reasonable times, who shall have access to its records relating to performance from time to time and also obtain copies of any audit or inspection or review reports or findings made on the service provided to the Bank.	Bidder reckon that bidder shall permit governmental agencies that regulate Client in connection with a Solution to examine bidder books and records and Client Data, to the same extent as if that Solution were being performed by Client on its own premises, subject to bidder's confidentiality and security policies and procedures. For other audits, Bidder and client shall agree on the scope, coverage, confidentiality requirements and other terms of audits at the time of contracting. Please confirm.	Bidder to comply with RFP terms and conditions
106	84	Annexure-B: Scope of Work	18.4	The successful bidder should do the usual maintenance activity like OS and DB patching regularly and confirm to the Bank with evidence. The Patch Management process of the proposed solution should be in-line with the Bank Patch Management Process.	Need more information on the Patch Management Process.	Details will be share with successful bidder. Bidder to comply with regulatory guidelines/ Base line guidelines as per the industry best practices.
107	85	Annexure-B: Scope of Work	18.11	18.11. The Successful bidder will be required to fix any defect, bugs, vulnerability in the solution at no additional cost during the entire tenure of the contract. These defects, bugs, vulnerabilities can be detected by the Bank or can be a finding of any Internal or external audit conducted by the Bank or its auditors on a periodic basis.	We request the Bank to amend this clause with following wordings: The Successful bidder will be required to fix any defect, bugs, vulnerability in the solution at no additional cost during the entire tenure of the contract to the extent such bug, defect or vulnerability is caused due to act, omission or default on the part of the Bidder. These defects, bugs, vulnerabilities can be detected by the Bank or can be a finding of any Internal or external audit conducted by the Bank or its auditors on a periodic basis.	Bidder to comply with RFP terms and conditions



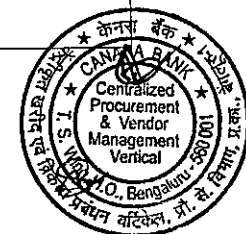
108	85	Annexure-8: Scope of Work	18.12	18.12. The Successful bidder will provide the Bank with such assistance, documents, information or other evidence as the Bank may require in relation to any claims, demands, notices, litigation or proceedings by or against the Bank. Such support shall be provided within the Bank's timelines.	We request the bank to amend this clause with following wordings: The Successful bidder will provide the Bank with such assistance, documents, information or other evidence as the Bank may require in relation to any claims, demands, notices, litigation or proceedings by or against the Bank. Such support shall be provided within the timelines as mutually agreed between the Bank and the Bidder.	Bidder to comply with RFP terms and conditions
109	85	18.16	18. Information and Data Security Measures:	e) Physical and logical separation from other customers of the successful bidder	We recommend the bank to accept logical separation from other customers of successful bidder, as Physical Separation would mean dedicated Physical Hardware not limited to Compute/Storage/Backup/Network/Security/Physical space/Racks etc would be required to be setup and hence increasing the total cost of the solution.	Bidder to ensure that Database, App, Web and middleware provided for the Bank should not be shared with any other entity.
110	85	Annexure-8: Scope of Work	18.16	18.16. The Successful bidder must comply with RBI Master direction on digital payment security controls 2020 - RBI/2020-21/74-DoS.CO.CSITE.SEC. No.1852/31.01.2015/2020-21, PCI DSS Standards, RBI guidelines, Card Network, Bank's IS policy and Procedure, and Cyber Security Policy in key concern areas relevant to the Project. Some of the key area as under: a) Responsibilities for data application and confidentiality b) Responsibilities on system software access control and administration. c) Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the successful bidder. d) Physical security of the facilities e) Physical and logical separation from other customers of the successful bidder f) Incident response and reporting procedures g) Password Policy of the Bank h) Data Encryption/protection requirement of the Bank and access to the encrypted data should as per the RBI guidelines. i) Security requirement/Protection requirement of the Bank Security requirement/Protection will be shared with the successful bidder.	Bank's Information Security policies are typically written with the Bank's own employees in mind, so it is not appropriate for the Bidder to follow such policies. In addition, it would be unnecessarily burdensome for the Bidder to administer compliance with each of its various client policies. Hence we request the Bank to kindly delete this clause.	Bidder to comply with RFP terms and conditions. Relevant Bank Policies will be shared with successful bidder
111	85	18. Information and Data Security Measures:	18.11	18.11. The Successful bidder will be required to fix any defect, bugs, vulnerability in the solution at no additional cost during the entire tenure of the contract. These defects, bugs, vulnerabilities can be detected by the Bank or can be a finding of any internal or external audit conducted by the Bank or its auditors on a periodic basis.	Any form of intrusive testing or checks requiring access to the production environment shall not be included in the audit scope. For the bidder's shared platform, remediation will be managed in accordance with the bidder's policies and in compliance with ISO 27001 standards. Request to modify the requirement accordingly.	Bidder to comply with RFP terms and conditions
112	85	18. Information and Data Security Measures:	18.16	18.16. The Successful bidder must comply with RBI Master direction on digital payment security controls 2020 - RBI/2020-21/74-DoS.CO.CSITE.SEC. No.1852/31.01.2015/2020-21, PCI DSS Standards, RBI guidelines, Card Network, and Cyber Security Policy in key concern areas relevant to the Project. Some of the key area as under:	Bidder will comply to regulatory/statutory requirements, as applicable to the services. Compliance with bank directions or other requirements shall be on mutually agreed terms and commercials, and in accordance with service changes made by Bidder for its general client base on the platform. Please confirm.	Bidder to comply with RFP terms and conditions
113	85	Annexure-8: Scope of Work	18.13	The Bank reserves the right to inspect and satisfy itself with the arrangements made for proper & secure storage, usage and handling of data. The Successful bidder will preserve the data and documents to meet the statutory / legal requirements of the Bank. Bank will employ document archival partner to collect hard copy documents from the successful bidder with a fixed frequency. The retention period of the documentation at successful bidder's premises will be mutually decided between Bank and successful bidder.	Please clarify what specific hard copy documents the Bank is referring to in this context? Kindly provide detailed information.	Bidder to comply with RFP terms and conditions
114	85	Annexure-8: Scope of Work	18.15	The Successful bidder should have the capabilities to suggest and provide add-on requirements at no additional cost related to Risk Management Requirements for monitoring the Transactions as per the requirement of the Bank to comply with ANL guidelines and PML Act 2002 or any other Bank/ Regulatory/ Statutory requirement (MIS, Fraud Alert Reports, Velocity Reports and Add-on Tools, etc.)	What are the Add-on Tools and its requirements bank is expecting? please give detail.	Details will be shared with the successful bidder.
115	85	Annexure-8: Scope of Work	18.16	The Successful bidder must comply with RBI Master direction on digital payment security controls 2020 - RBI/2020-21/74-DoS.CO.CSITE.SEC. No.1852/31.01.2015/2020-21, PCI DSS Standards, RBI guidelines, Card Network, and Cyber Security Policy in key concern areas relevant to the Project. Some of the key area as under: a) Responsibilities for data application and confidentiality b) Responsibilities on system software access control and administration. c) Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the successful bidder. d) Physical security of the facilities e) Physical and logical separation from other customers of the successful bidder f) Incident response and reporting procedures g) Password Policy of the Bank h) Data Encryption/protection requirement of the Bank and access to the encrypted data should as per the RBI guidelines. i) Security requirement/Protection requirement of the Bank Security requirement/Protection will be shared with the successful bidder.	What kind of data encryption Bank is expecting? please explain. Please share the Bank's password policy	Bidder to ensure compliance to Scope of Work with respect to data encryption as per the RFP terms and conditions and other regulatory guidelines. Relevant Bank Policies will be shared with successful bidder
116	86	Annexure-8: Scope of Work	18.18	Successful bidder should implement multi-factor authentication for payments through electronic modes and fund transfers, including cash withdrawals from ATMs/ micro-ATMs/ business correspondents, through digital payment applications.	Does the bank already have MFA system in place to integrate or a new MFA system to be implement for cards?	Bidder to provide MFA system as per RFP terms and conditions.



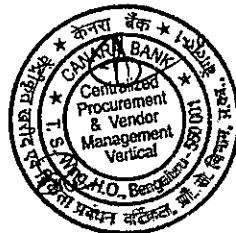
117	87	Annexure-8: Scope of Work	18.30*	18.30. If the source code is not owned by the Bank, then, in such cases, the Bank shall obtain a certificate from the application developer stating that the application is free of known vulnerabilities, malwares and any covert channels in the code.	We request the Bank to amend this clause with following wordings: If the source code is not owned by the Bank, then, in such cases, the Bank shall obtain a certificate from the application developer stating that the application is free of known vulnerabilities, malwares and any covert channels in the code at the time of delivery.	Bidder to comply with RFP terms and conditions
118	87	Annexure-8: Scope of Work	18.39	19,38,18.39.Efficient and effective dispute resolution mechanism and handling of customer grievance; and Successful bidder should be able to implement all security objectives as per PCI DSS Standards, RBI guidelines, Card Network, Cyber Security Policy and Digital Payment Security Control Policy.	While we agree to comply with the RBI Guidelines existing as on date of submission of bid, however, it is not possible for the bidder to envisage the security best practice which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance with RBI Guidelines, existing as on date of submission of bid and compliance to any RBI Guidelines applicable subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Bidder to comply with RFP terms and conditions
119	87	Annexure-8: Scope of Work	19	The Successful Bidder Shall Store and Process the Bank's data as per the business Requirement. At all times, the Successful bidder shall ensure that the Data is stored in an Independent Server/storage and there is no mixing of Data with other entity or competitor. Utmost Data Privacy should be ensured while Archiving and storing the data separately. Purging & Archiving of Bank's Data shall be on mutual consent between the bank and the Successful bidder. The Successful bidder shall obtain explicit permission from the Bank, before purging of Deleting Data. Retention Period of the data is 5 years and Data Archival Period is 10 years.	In accordance with DPDP Act, 2023, data collected by the Data Process needs to be deleted after completion of services relating to which data was collected by the data processor. Hence we request the Bank to amend this clause with following wordings and ensure that obligation to maintain the data continues only till the date of validity of contract and same discontinues after expiry of contract. Hence we request the Bank to amend this clause with following wordings: The Successful Bidder Shall Store and Process the Bank's data as per the business Requirement. At all times, the Successful bidder shall ensure that the Data is stored in an Independent Server/storage and there is no mixing of Data with other entity or competitor. Utmost Data Privacy should be ensured while Archiving and storing the data separately. Purging & Archiving of Bank's Data shall be on mutual consent between the bank and the Successful bidder. The Successful bidder shall obtain explicit permission from the Bank, before purging of Deleting Data. Retention Period of the data is until the expiry or termination of Contract.	Bidder to comply with RFP terms and conditions



120	88	Annexure-8: Scope of Work	21	21.Successful bidder has to provide the access of DataBase,Infrastructure & Application to the Bank	1.Since the solution shall be deployed at the bidders data centre and shall provided as a service, the entire Infrastructure and applications shall be managed by the bidders. Hence as per bidder policy access to server Infrastructure cannot be provided. The client shall be able to access the application through the relevant UI only. Hope this can be accepted by the client. 2.As the solution proposed with OpEx model, direct access to Database, application & Infra is not feasible due to multi-tenant shared services. Can this clause be excluded/deleted as It is not relevant In OpEx model	Bidder to provide relevant UI for the reports and to share the data dump with the Bank on daily basis. Bidder to provide relevant UI for the reports and to share the data dump with the Bank on daily basis.
121	88	18. Information and Data Security Measures:	21	Successful bidder has to provide the access of DataBase,Infrastructure & Application to the Bank	Bidder reckon that the proposed solution will be hosted on a shared platform where direct access to underlying infrastructure and database for Individual clients is restricted, kindly clarify: Will access to the required application and its functionalities suffice to meet this requirement? Or does the Bank requires direct access to the underlying Infrastructure and database components, which may pose security risks in a shared environment?	Bidder to provide relevant UI for the reports and to share the data dump with the Bank on daily basis.
122	88	Annexure-8: Scope of Work	18,37	Capacity building and expansion with scalability (to meet the growth for efficient transaction processing);	What is current transaction volume expected with respect to FRA solution and projected volume for the next 5 years (year wise) - Pls provide per day, per month, per year transaction volumes current and projected. Also provide the average and peak TPS (transactions per second) expected.	Bidder to refer Annexure-8, Scope of Work, Clause 11.5 and 11.6, further details will be shared with the successful bidder.
123	89	Annexure-8: Scope of Work	23 (6)	CSP/TSP should comply to the detailed cloud security best practices published on website of Melty at following URL: https://www.melty.gov.in/writerreaddata/files/2.%20W13_Cloud%20Security%20Best%20Practices_06112020.pdf	While we agree to comply with the security best practice existing as on date of submission of bid, however, it is not possible for the bidder to envisage the security best practice which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the security best practice, existing as on date of submission of bid and compliance to any security best practice applicable subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Bidder to comply with RFP terms and conditions
124	89	Annexure-8: Scope of Work	23 (8)	The CSP/TSP to ensure that they would comply to the Reserve Bank of India issued a directive vide circular DPSS.CO.OO.No 2785/06.08.005/2017-18 dated April 06, 2018 on 'Storage of Payment System Data' advising all system providers to ensure that the entire data relating to payment systems operated by them is stored in a system only In India.	While we agree to comply with the regulatory guidelines of RBI existing as on date of submission of bid, however, it is not possible for the bidder to envisage the regulatory guidelines of RBI which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the regulatory guidelines of RBI, existing as on date of submission of bid and compliance to any regulatory guidelines of RBI issued subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Bidder to comply with RFP terms and conditions
125	90	18. Information and Data Security Measures:	23	23. Cloud Security Assessment Checklist:	The bidder notes that several items in the checklist reference security measures and compliance standards typically associated with public cloud environments. Kindly confirm whether these requirements are applicable only to public cloud deployments and not to private cloud environments.	RFP clauses are self explanatory. Bidder to comply with RFP terms and conditions
126	100	Annexure 10	Technical Evaluation Criteria	The Bidder/OEM should have provided complete implementation experience in atleast one Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Private Sector Foreign Banks in India/ Banks outside India as on the date of submission of bid. Note: The solution should be in operational state as on the date of submission of bid.	Pls confirm that implementation In Foreign Banks outside India are also considered for the scoring	Bidder to comply with RFP terms and conditions
127	100	Annexure 10	Technical Evaluation Criteria	Solution should have maintained atleast 10 Lakh Active Credit Cards in one Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Private Sector Foreign Banks in India during last 1 year as on the date of submission of bid. (OR) Solution should have maintained atleast 20 Lakh Active Credit Cards in one Bank outside India during last 1 year as on the date of submission of bid. No. of Cards (Domestic): More than 25 lakhs : 12 marks More than 20 lakhs & upto 25 lakhs: 10 marks More than 15 lakhs & upto 20 Lakhs: 7 marks 10 lakhs and above & upto 15 Lakhs: 5 marks OR No. of Cards (Outside India): More than 50 lakhs : 12 marks More than 40 lakhs & upto 50 lakhs: 10 marks More than 30 lakhs & upto 40 Lakhs: 7 marks 20 lakhs and above & upto 30 Lakhs: 5 marks	Request the bank to allocate the marks (weightage) for Foreign banks also the same as Domestic banks as the solution capabilities are the same. The minimum has already been set higher than for Domestic banks	Bidder to comply with RFP terms and conditions
128	101	Annexure 10	Technical Evaluation Criteria	The Bidder/OEM must have successfully implemented and the proposed solution should be operational in Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Private Sector Foreign Banks in India for a period of atleast 3 years as on the date of submission of bid. (OR) The Bidder/OEM must have successfully implemented and the proposed solution should be operational in Banks outside India for a period of atleast 5 years as on the date of submission of bid Total No. of years: More than 10 years: 10 marks Above 7 years & upto 10 years: 7 marks Above 5 years & upto 7 years: 5 marks 3 years and above & upto 5 years: 3 marks OR Above 10 years:10 marks Above 7 years & upto 10 years: 6 marks 5 years and above & upto 7 years: 3 marks	Request the bank to allocate the marks (weightage) for Foreign banks also the same as Domestic banks as the solution capabilities are the same	Bidder to comply with RFP terms and conditions



129	136	Appendix F	8	The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.	As price is based on multiple assumptions like tenure of contract, SLA, penalties, LD, AMC, volume, scope of services, nature of software license, geographical locations etc. and this Fall Clause may result in deviation from these assumptions, hence we request the Bank to kindly delete this clause.	Bidder to comply with RFP terms and conditions
130	142	Appendix G	24.1	24.1.The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 day's notice.	As price is based on multiple assumptions like tenure of contract, SLA, penalties, LD, AMC, volume, scope of services, nature of software license, geographical locations etc. and termination of contract for convenience may result in deviation from these assumptions, hence we request the Bank to kindly exercise the right to terminate the contract only for breach of terms of the contract and kindly delete this clause.	Bidder to comply with RFP terms and conditions



131	142	Appendix G	24.2	<p>24.2. The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:</p> <p>24.2.1. Delay in delivery beyond the specified period for delivery.</p> <p>24.2.2. Serious discrepancies noted in the items delivered.</p> <p>24.2.3. Breaches in the terms and conditions of the Order.</p> <p>24.2.4. Non submission of acceptance of order within 7 days of order.</p> <p>24.2.5. Excessive delay in execution of order placed by the Bank.</p> <p>24.2.6. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.</p> <p>24.2.7. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.</p> <p>24.2.8. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.</p> <p>24.2.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.</p> <p>24.2.10. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.</p>	<p>We request the Bank to amend this clause with following wordings: Either party may terminate a Solution on 30 days advance notice to the other party if: (i) the other party breaches any of its material obligations under the Agreement related to the Solution and does not cure the breach within 30 days after receiving such notice describing the breach in reasonable detail; or (ii) the other party discontinues performance under the Agreement related to the Solution because of a binding order of a court or regulatory body. If a breach capable of being cured cannot reasonably be cured within 30 days, the non-breaching party may not terminate the Solution so long as the breaching party promptly commences work and completes correction within 90 days of receiving notice of the breach.</p>	Bidder to comply with RFP terms and conditions
132	142	Appendix G	24.4	<p>24.4. In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.</p>	<p>We request the Bank to amend this clause with following wordings: In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the reasonable differential cost paid by the Bank to the alternate vendor and such reasonable differential cost being borne by the Vendor/Service Provider. Before exercising right under this clause the Bank will provide the Vendor/Service Provider with 30 days cure period.</p>	Bidder to comply with RFP terms and conditions
133	142	Appendix G	24.5	<p>24.5. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.</p>	<p>We request the Bank to amend this clause with following wordings: After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance undelivered part of the contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the reasonable additional expenditure, if any incurred by the Bank for the execution of the balance of the order/contract. Such reasonable additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market.</p>	Bidder to comply with RFP terms and conditions
134	144	Appendix G	25.8	<p>25.8. In case of termination, the exit management period will start from effective date of termination, or such other date as may be decided by Canara Bank and communicated to Vendor/Service Provider.</p>	<p>We request the Bank to amend this clause with following wordings: In case of termination, the exit management period will start from effective date of termination, or such other date as may be mutually agreed between Canara Bank and the Vendor/Service Provider.</p>	Bidder to comply with RFP terms and conditions
135	144	Appendix G	25.10	<p>25.10. Vendor/Service Provider needs to comply with Banks requirements and any statutory or regulatory guidelines during the reverse transition period.</p>	<p>While we agree to comply with the statutory and regulatory guidelines existing as on date of submission of bid and any other requirements of the Bank as stated in this RFP, however, it is not possible for the bidder to envisage the statutory and regulatory guidelines and requirements of the Bank which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the statutory and regulatory guidelines existing as on date of submission of bid and any other requirements of the Bank as stated in the RFP, and compliance to any statutory and regulatory guidelines becoming applicable subsequent to the bid submission date or any other requirements of the Bank issued subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.</p>	Bidder to comply with RFP terms and conditions
136	144	Appendix G	27	<p>27.1. VENDOR/ SERVICE PROVIDER warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER shall ensure that the Solution supplied to the BANK shall not infringe the third party intellectual property rights, if any. VENDOR/ SERVICE PROVIDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as VENDOR/ SERVICE PROVIDER.</p> <p>27.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, VENDOR/ SERVICE PROVIDER shall at its choice and expense:</p> <p>13.2.1. Procure for BANK the right to continue to use such deliverables.</p> <p>13.2.2. Replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables or</p> <p>13.2.3. If the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse BANK for any amounts paid to VENDOR/ SERVICE PROVIDER for such deliverables, along with the replacement costs incurred by BANK for procuring equivalent equipment. In addition to the penalties levied by BANK. However, BANK shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, VENDOR/ SERVICE PROVIDER shall be responsible for payment of</p>	<p>As the Bidder's scope of work under this RFP is limited to delivery of services, hence, we request Bank to amend this Indemnity clause with following wordings: 1 Service Provider shall indemnify and defend the Bank against any third-party claim alleging that the Services alone, as and when made available to the Bank by the Service Provider and when properly used for the purpose and in the manner specifically authorized by the Agreement, infringes upon any copyright or any trade secret enforceable under applicable Law. If any infringement claim is, or in the Service Provider's sole opinion may be, initiated, Service Provider may at its option and expense: (i) modify or replace all or part of the Services; (ii) procure for the Bank the right to continue using the Services; or (iii) remove all or part of the Service. If the Service Provider so removes all or a part of a Service, then the Service Provider shall if Bank is paying for use of the Services on a recurring basis, refund to Bank the unused portion of the recurring fee(s) paid by Bank for the Services, and in each such case, the Agreement shall terminate with respect to the Services or part thereof removed. The remedies provided in this Section are the sole remedies for a claim of infringement or misappropriation hereunder.</p> <p>2 Except for any claims solely caused by Service Provider's breach of the Agreement, the Bank shall defend the Service Provider from and against any and all claims asserted against the Service Provider by or on behalf of the Bank's users and shall indemnify and hold harmless the Service Provider from and against any damages, costs, and expenses of Bank's users awarded against the Service Provider by a final court judgment or an agreement settling such claims.</p> <p>3 The obligations in this Section 27 are contingent upon: (i) the Bank promptly notifying the Service Provider in writing of any claims for which it seeks indemnity, including all materials received by the Bank related to the claim and an identification of the relevant Services; (ii) the Service Provider having sole control over the defense and settlement of such claims; (iii) Bank reasonably cooperating during defense and settlement efforts; (iv) the Bank not making any admission,</p>	Bidder to comply with RFP terms and conditions
137	144	Annexure-G	26.5	<p>Vendor/Service Provider shall hold technical knowledge transfer sessions with designated technical team of Business and/or any replacement Service Provider in at least last three (3) months of the project duration or as decided by Bank.</p>	<p>Functional / Application Conf. training can be provided by Bidder. Please give details, if any other Technical training is expected by the bank.</p>	Bidder to comply with RFP terms and conditions



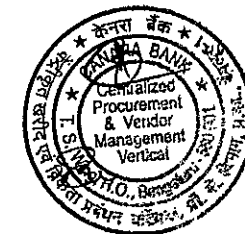
138	145	Appendix G	28	<p>28.1.VENDOR/ SERVICE PROVIDER shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:</p> <p>28.1.1.The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER;</p> <p>28.1.2.Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER;</p> <p>28.1.3.Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the Vendor/Service Provider</p> <p>28.2.Vendor/Service Provider shall be liable for any loss caused to the bank due to any willful negligence /malpractice by the Vendor/Service Provider or any of its officers, employees, agents or representatives which is found to be a causative factor for any fraud in spite of liability under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents and/or representatives) in the performance of the Services under this Agreement and shall not be deemed to be acting on or behalf of the Bank in any manner whatsoever to the extent of such acts and/ or transactions.</p> <p>28.3.VENDOR/ SERVICE PROVIDER shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights</p>	<p>As the Bidder's scope of work under this RFP is limited to delivery of services, hence, we request Bank to amend this indemnity clause with following wordings: 1 Service Provider shall indemnify and defend the Bank against any third-party claim alleging that the Services alone, as and when made available to the Bank by the Service Provider and when properly used for the purpose and in the manner specifically authorized by the Agreement, infringes upon any copyright or any trade secret enforceable under applicable Law, if any infringement claim is, or in the Service Provider's sole opinion may be, initiated, Service Provider may at its option and expense: (i) modify or replace all or part of the Services; (ii) procure for the Bank the right to continue using the Services; or (iii) remove all or part of the Service. If the Service Provider so removes all or a part of a Service, then the Service Provider shall if Bank is paying for use of the Services on a recurring basis, refund to Bank the unused portion of the recurring fee(s) paid by Bank for the Services, and in each such case, the Agreement shall terminate with respect to the Services or part thereof removed. The remedies provided in this Section are the sole remedies for a claim of infringement or misappropriation hereunder.</p> <p>2.Except for any claims solely caused by Service Provider's breach of the Agreement, the Bank shall defend the Service Provider from and against any and all claims asserted against the Service Provider by or on behalf of the Bank's users and shall indemnify and hold harmless the Service Provider from and against any damages, costs, and expenses of Bank's users awarded against the Service Provider by a final court judgment or an agreement settling such claims.</p> <p>3.The obligations in this Section 28 are contingent upon: (i) the Bank promptly notifying the Service Provider in writing of any claims for which it seeks indemnity, including all materials received by the Bank related to the claim and an identification of the relevant Services; (ii) the Service Provider having sole control over the defense and settlement of such claims; (iii) Bank reasonably cooperating during defense and settlement efforts; (iv) the Bank not making any admission,</p>	Bidder to comply with RFP terms and conditions
139	146	Appendix G	29	<p>29.1.The VENDOR has to get itself annually audited by internal/ external empanelled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and/or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.</p> <p>29.2.Where any deficiency has been observed during audit of the VENDOR on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the VENDOR shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.</p> <p>29.3.The VENDOR shall, whenever required by the PURCHASER, furnish all relevant information, records/data to the PURCHASER and/or auditors and/or inspecting officials of the PURCHASER/Reserve Bank of India and or any regulatory authority. The PURCHASER reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the VENDOR (e.g.,</p>	<p>We request the Bank to kindly incorporate the audit process specified below in this clause : Bidder obligation under this clause is subject to: (i), such audit to be conducted at mutually agreeable times and locations, once in a year or any other frequency as mandated by the regulator; (ii). Bidder personnel may, at Bidder's option, attend such audit; (iii), such audit shall be conducted in a manner to minimize any adverse impact on Bidder's normal business operations; (iv), Bank shall procure the compliance by the Auditor of all safety and security procedures of the Bidder; (v), Any information accessed or obtained by the Auditor pursuant to such audit will be deemed to be the Confidential Information of Bidder and the Bank shall remain fully liable for any breach of the Contract by the Auditor who obtain access to or possession of such Confidential Information. (vi). Prior written intimation of at least 60 days must be provided by the Bank to the Bidder for any audit request. Audit shall not exceed beyond seven (7) calendar days in each instance and beyond thirty (30) calendar days during one calendar year. (vii). Scope of audit must be mutually agreed within the parties prior to commencement of audit and should only be relevant to Services provisioned under this Contract, or as permitted & applicable to the Bidder.(viii). No direct access shall be provided by the Bidder to the production environment under any scenario. (ix) No technical audits/testing shall be allowed by the Bidder under any scenario. (x). Relevant attestations / certificates available (like PCI DSS AOC, ISO 27001, etc.) shall be considered by the Bank for assessing Bidder's compliance to physical, technical and administrative controls, to the extent applicable, to the Services specified in the Contract.</p>	Bidder to comply with RFP terms and conditions
140	148	Appendix G	32.5	<p>32.5.Service Provider to ensure confidentiality of customer data and shall be liable in case of any breach of security and leakage of confidential customer related information</p>	<p>We agree to defend the Bank against any direct monetary loss awarded against the bank to the extent such loss of data is caused to the Bank due to gross negligence or willful misconduct of Bidder in complying with its confidentiality obligations while providing software license and services to the Bank under the terms of this RFP. However we request the Bank to include following process of indemnification: (i) the Bank promptly notifying the Bidder in writing of any claims for which it seeks indemnity, including all materials received by the Bank related to the claim for breach of confidentiality obligations; (ii) the Bidder having sole control over the defense and settlement of such claims; (iii) the Bank reasonably cooperating during defense and settlement efforts; (iv) the Bank not making any admission, concession, consent judgment, default judgment or settlement of such claim or any part thereof; and (v) Bank taking all steps to mitigate the claim.</p>	Bidder to comply with RFP terms and conditions
141	149	Appendix G	36.1	<p>36.1.VENDOR/ SERVICE PROVIDER shall comply with Bank's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines.</p>	<p>Bank's Information Security policies are typically written with the Bank's own employees in mind, so it is not appropriate for the Bidder to follow such policies. In addition, it would be unnecessarily burdensome for the Bidder to administer compliance with each of its various client policies. Hence we request the Bank to kindly delete this clause.</p>	Bidder to comply with RFP terms and conditions. Relevant Bank Policies will be shared with successful bidder
142	149	Appendix G	36.2	<p>36.2.In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the vendor/Service Provider shall immediately report such incident to the Bank.</p>	<p>We request the Bank to amend this clause with following wordings: In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the vendor/Service Provider shall report such incident to the Bank within the timelines prescribed under applicable laws.</p>	Bidder to comply with RFP terms and conditions
143	149	Appendix G	37.1	<p>37.1.Vendor/Service Provider warrants that at all times, when delivering the Deliverables and/or providing the Services, use appropriate procedures and care to avoid loss or corruption of data. However, in the event that any loss or damage to Bank data occurs as a result of Vendor/Service provider's failure to perform its responsibilities in the RFP/ Gem Bid/ PO/Agreement, Vendor/Service Provider will at Bank's request correct or cause to be corrected any loss or damage to Bank data. Further, the cost of any corrective action in relation to data loss of any nature will be borne by Vendor/Service Provider, if such loss or damage was caused by any act or omission of Vendor/Service provider or its officers, employees, contractors or agents or other persons under Vendor/Service provider control.</p>	<p>We agree to defend the Bank against any direct monetary loss awarded against the bank to the extent such loss of data is caused to the Bank due to gross negligence or willful misconduct of Bidder in complying with its confidentiality obligations while providing software license and services to the Bank under the terms of this RFP. However we request the Bank to include following process of indemnification: (i) the Bank promptly notifying the Bidder in writing of any claims for which it seeks indemnity, including all materials received by the Bank related to the claim for breach of confidentiality obligations; (ii) the Bidder having sole control over the defense and settlement of such claims; (iii) the Bank reasonably cooperating during defense and settlement efforts; (iv) the Bank not making any admission, concession, consent judgment, default judgment or settlement of such claim or any part thereof; and (v) Bank taking all steps to mitigate the claim.</p>	Bidder to comply with RFP terms and conditions



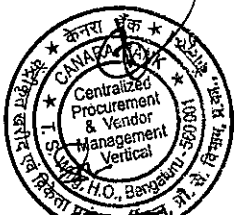
144	149	Appendix G	37.2	<p>37.2. Where the terms of the RFP/Gem Bid/PO/Agreement require any data to be maintained by the Bank, the Bank agrees to grant, Vendor/Service provider such access and assistance to such data and other materials as may be required by Vendor/Service Provider, for the purposes of correcting loss or damage to Bank data, if any data to be shared between the Bank and Vendor/Service provider for the purpose of the contract, the same shall be shared through secured channels in an encrypted manner. The Vendor/ Service Provider shall process the relevant data at (furnish the location). If the Vendor/ Service Provider proposes any change in data processing location, the same shall be notified to the Bank before the change of location. Vendor/Service provider is required to adhere to RBI guidelines for storage of data in India as per regulatory requirements/instructions, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank. The data if any to be stored by the vendor shall be stored in an encrypted manner. Vendor/Service provider will be liable to bank for any event for security breach and leakage of data/information. No biometric data shall be stored/ collected in the system associated with the vendor, unless allowed under extant statutory guidelines. The vendor shall have a structured process in place for secured removal/disposal/destruction of data and the details of the same shall be provided to the Bank as and when required by the bank.</p>	<p>While we agree to comply with the regulatory guidelines of GOI / RBI and any other regulatory authority existing as on date of submission of bid, however, it is not possible for the bidder to envisage the regulatory guidelines of GOI / RBI and any other regulatory authority which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the regulatory guidelines of GOI / RBI and any other regulatory authority, existing as on date of submission of bid and compliance to any regulatory guidelines of GOI / RBI and any other regulatory authority issued subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.</p>	<p>Bidder to comply with RFP terms and conditions. Any changes beyond the scope will have the Change Request process.</p>
145	150	Appendix G	37.4	<p>37.4. Vendor/Service Provider shall ensure compliance with all applicable law in relation to the services under this agreement and any modifications/changes in the applicable Law by Legislators and/or regulators during the currency of the agreement.</p>	<p>While we agree to comply with the regulatory guidelines of GOI / RBI and any other regulatory authority existing as on date of submission of bid, however, it is not possible for the bidder to envisage the regulatory guidelines of GOI / RBI and any other regulatory authority which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the regulatory guidelines of GOI / RBI and any other regulatory authority, existing as on date of submission of bid and compliance to any regulatory guidelines of GOI / RBI and any other regulatory authority issued subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.</p>	<p>Bidder to comply with RFP terms and conditions. Any changes beyond the scope will have the Change Request process.</p>
146	150	Appendix G	37.5	<p>37.5. Vendor/Service Provider shall comply with all Data Protection Laws applicable in relation to the services under this agreement and shall ensure that any data provided by the Party under this Agreement is treated as confidential.</p>	<p>While we agree to comply with the data protection laws existing as on date of submission of bid, however, it is not possible for the bidder to envisage the data protection laws which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the data protection laws, existing as on date of submission of bid and compliance to any change in data protection laws made subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.</p>	<p>Bidder to comply with RFP terms and conditions</p>
147	150	Appendix G	37.7	<p>37.7. The Service provider shall ensure compliance with any modifications/changes in the applicable Law by Legislators and/or regulators during the currency of the contract and the contract shall be subject to the applicable law. If any modifications are required in existing applications/services due to change in the applicable Law by the Legislator and/or regulators, the Service provider shall make the necessary changes as per the Instructions of the Bank. Payment terms for the modifications/changes necessitated due to change in applicable law shall be mutually agreed between the Bank and the Service provider. For this purpose "Applicable Law" means all the (a) applicable provisions of the constitution, treaties, statutes, laws (including the common law), codes, rules, regulations, ordinances, or orders of any Government Authority of India, Regulators; (b) orders, decisions, injunctions, judgments, awards, decrees, etc., of any Government Authority, Regulators including but not limited to rules, regulations, guidelines, circulars, Frequently Asked Questions (FAQs) and notifications issued by the RBI from time to time; and (c) applicable international treaties, conventions and protocols that become enforceable from time to time.</p>	<p>While we agree to comply with the laws existing as on date of submission of bid and applicable to the services, however, it is not possible for the bidder to envisage the laws which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the laws, existing as on date of submission of bid and compliance to any new law or change in any existing laws subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.</p>	<p>Bidder to comply with RFP terms and conditions. Any changes beyond the scope will have the Change Request process.</p>
148	150	Appendix G	38.2	<p>38.2. Once the provisions of the Digital Data Protection Act, 2023 are notified, Vendor/Service Provider shall be required to execute an addendum to this agreement that complies with the legal provisions envisaged under the Digital Data Protection Act, 2023 and rules framed thereunder.</p>	<p>While we agree to comply with the data protection laws existing as on date of submission of bid, however, it is not possible for the bidder to envisage the data protection laws which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the data protection laws, existing as on date of submission of bid and compliance to any change in data protection laws made subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.</p>	<p>Bidder to comply with RFP terms and conditions</p>
149	150	Appendix G	38.1	<p>Vendor/Service Provider shall comply with the Data Processing Terms and Conditions as furnished in Annexure-1 and any other data protection laws applicable to the Services, which shall form part and parcel of this agreement.</p>	<p>Bidder proposes to use its hosted services which are compliant with ISO 27001 standards, as applicable and managed in accordance with Bidders policies/standards. Compliance with other requirements shall be on mutually agreed terms and commercials, and in accordance with service changes made by Bidder for its general client base on the platform. Please confirm.</p>	<p>Bidder to comply with RFP terms and conditions</p>



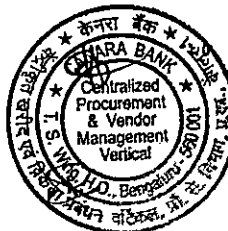
150	151	Appendix G	39	<p>All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in discharge of any obligation arising under this Contract (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably by negotiation between the parties. In case of failure to resolve the disputes and differences amicably through negotiation, the matter may be referred to mediation with the assistance of a mediator mutually agreed upon after issuance of at least 30 days' notice in writing to the other party clearly setting out the intention to refer such dispute to mediation. Proceedings of mediation shall be governed by The Mediation Act, 2023. Place of Mediation shall be Bengaluru, India. Proceedings of the mediation shall be conducted in English language.</p>	<p>We request the Bank to amend this clause with following wordings: 32. The Agreement and any dispute, difference, controversy or claim arising, directly or indirectly, out of, relating to, or otherwise in connection with it or its subject matter or formation (including non-contractual disputes, differences, controversies or claims) is governed by, and shall be construed and enforced in accordance with, the Laws of India. Each party irrevocably agrees that any dispute, difference, controversy or claim arising directly or indirectly, out of, relating to, or otherwise in connection with the Agreement, or the breach, termination or validity thereof (including non-contractual disputes, differences, controversies or claims), shall be referred to and finally resolved by arbitration in accordance with the Rules of the Arbitration and Conciliation Act, 1996 ("ACA Rules"). The seat of the arbitration shall be Mumbai, India and unless otherwise the tribunal decides otherwise the venue for hearings in the arbitration will also be Mumbai, India. The Tribunal shall consist of three arbitrators. The arbitrators shall be appointed in accordance with the ACA Rules. The decision of the Tribunal shall be substantiated in writing, shall be final and binding upon both parties and shall be enforceable in any court of law. The parties shall bear their own costs and expenses including attorney's fees, but the Tribunal may decide to allocate the administrative costs of the arbitration, including the fees of the Tribunal, against the party who did not prevail. Each of the parties waives irrevocably their right to any form of appeal, review or recourse to any state court or other judicial authority, insofar as such waiver may be validly made. Notwithstanding anything to the contrary in the Agreement, either party may at any time seek an interim injunction or other interlocutory relief in a court of competent jurisdiction to protect any urgent interest of such party, including, but not limited to, the confidentiality provisions of the Agreement. The Law governing the arbitration agreement contained in this Section 32 shall be the Laws of India.</p>	Bidder to comply with RFP terms and conditions
151	152	Appendix G	45.2	<p>45.2. The VENDOR/ SERVICE PROVIDER shall adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank. Vendor/Service Provider shall be liable to bank for any event for security breach and leakage of data/information</p>	<p>While we agree to comply with the data protection laws existing as on date of submission of bid, however, it is not possible for the bidder to envisage the data protection laws which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the data protection laws, existing as on date of submission of bid and compliance to any change in data protection laws made subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.</p>	Bidder to comply with RFP terms and conditions



152	153	Appendix G	45.3	45.3.The VENDOR/ SERVICE PROVIDER shall abide/comply with applicable guidelines issued by RBI on Outsourcing of IT services vide master direction note no:RBI/2023-24/102 DoS.CO.CSITIG/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications.	While we agree to comply with the regulatory guidelines of RBI existing as on date of submission of bid, however, it is not possible for the bidder to envisage the regulatory guidelines of RBI which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the regulatory guidelines of RBI, existing as on date of submission of bid and compliance to any regulatory guidelines of RBI issued subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Bidder to comply with RFP terms and conditions
153	153	Appendix G	45.11	45.11.The vendor/service provider shall comply with all applicable provisions of the Information Technology Act, 2000 and any amendments thereto. This includes adhering to regulations and standards set forth under the Act concerning data protection.	While we agree to comply with the Information Technology Act, 2000 existing as on date of submission of bid, however, it is not possible for the bidder to envisage the amendment to Information Technology Act, 2000 which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the Information Technology Act, 2000, existing as on date of submission of bid and compliance to any change in Information Technology Act, 2000 made subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Bidder to comply with RFP terms and conditions
154	153	Appendix G	45.12	45.12.The Vendor/Service Provider shall be liable for any loss caused to the bank due to any wilful negligence /malpractice by the Vendor/Service Provider or any of its officers, employees, agents or representatives which is found to be a causative factor for any fraud, in spite of liability under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents and/or representatives) in the performance of the Services under this Agreement and shall not be deemed to be acting on or behalf of the Bank in any manner whatsoever to the extent of such acts and/ or transactions.	We agree to defend the Bank against any direct monetary loss awarded against the bank to the extent such loss is caused to the Bank due to act of fraud committed by the employees of the Bidder or due to gross negligence or wilful misconduct of Bidder while providing services to the Bank under terms of the Contract. However we request the Bank to include following process of indemnification: (i) the Bank promptly notifying the Bidder in writing of any claims for which it seeks indemnity, including all materials received by the Bank related to the claim for breach of confidentiality obligations; (ii) the Bidder having sole control over the defense and settlement of such claims; (iii) the Bank reasonably cooperating during defense and settlement efforts; (iv) the Bank not making any admission, concession, consent judgment, default judgment or settlement of such claim or any part thereof; and (v) Bank taking all steps to mitigate the claim.	Bidder to comply with RFP terms and conditions
155	154	Appendix G	45.13	45.13.Further Vendor/Service Provider the agrees that the guidelines issued by various regulators/government authorities/enforcement agencies etc. from time to time shall form part and parcel of this agreement and shall adhere to the same.	While we agree to comply with the regulatory guidelines of GOI / RBI and any other regulatory authority existing as on date of submission of bid, however, it is not possible for the bidder to envisage the regulatory guidelines of GOI / RBI and any other regulatory authority which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the regulatory guidelines of GOI / RBI and any other regulatory authority, existing as on date of submission of bid and compliance to any regulatory guidelines of GOI / RBI and any other regulatory authority issued subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Bidder to comply with RFP terms and conditions. Any changes beyond the scope will have the Change Request process.
156	155	Appendix G - Annexure 1	2.2.1	2.2.1.comply with all applicable Data Protection Laws and the terms and conditions mentioned here in in the Processing of Personal Data; and	While we agree to comply with the data protection laws existing as on date of submission of bid, however, it is not possible for the bidder to envisage the data protection laws which may be applicable in future and corresponding changes to be done to the Solution or services, thus we request that bidder should be liable for compliance of the data protection laws, existing as on date of submission of bid and compliance to any change in data protection laws made subsequent to the bid submission shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Bidder to comply with RFP terms and conditions
157	155	Appendix G - Annexure 1	2.2.2	2.2.2.not Process Personal Data other than on the relevant documented instructions of Canara Bank.	We request the Bank to amend this clause with following wordings: not Process Personal Data other than as agreed between the Parties in the Contract.	Bidder to comply with RFP terms and conditions
158	155	Annexure-I Data Processing Terms and Conditions	Annexure-I	Data Processing Terms and Conditions	Bidder proposes to use its hosted services which are compliant with ISO 27001 standards, as applicable and managed in accordance with Bidders policies/standards. Compliance with other requirements shall be on mutually agreed terms and commercials, and in accordance with service changes made by Bidder for its general client base on the platform. Please confirm.	Bidder to comply with RFP terms and conditions
159	156	Appendix G - Annexure 1 3.2. Security	3.2.3	3.2.3.The Processor shall use appropriate technical and organisational measures to prevent the unauthorised or unlawful processing of Personal Data and protect against accidental loss or destruction of, or damage to, any Personal Data during processing activities. It shall implement and maintain the security safeguards and standards based on the IS policy of Canara Bank as updated and notified to the Processor by Canara Bank from time to time. The Processor will not decrease the overall level of security safeguards and standards during the term of Agreement without Canara Bank's prior consent.	1.Bank's Information Security policies are typically written with the Bank's own employees in mind, so it is not appropriate for the Bidder to follow such policies. In addition, it would be unnecessarily burdensome for the Bidder to administer compliance with each of its various client policies. Hence we request the Bank to kindly delete this clause. 2.Bidder proposes to use its hosted services which are compliant with ISO 27001/PCI DSS standards, as applicable and managed in accordance with Bidders policies/standards. Compliance with other requirements shall be on mutually agreed terms and commercials, and in accordance with service changes made by Bidder for its general client base on the platform. Please confirm.	Bidder to comply with RFP terms and conditions



160	157	Appendix G - Annexure 1	3.7	The Processor shall make available to Canara Bank the information necessary to demonstrate its compliance with this Terms and Conditions and allow for and contribute to audits and inspections by allowing Canara to conduct an audit or inspection of that part of the Processor's business which is relevant to the Services [on at least an annual basis (or more frequently to comply with the Data Protection Legislation) and on reasonable notice, in relation to the Processing of Personal Data by the Processor.	We request the Bank to kindly incorporate the audit process specified below in this clause: Bidder obligation under this clause is subject to: (i), such audit to be conducted at mutually agreeable times and locations, once in a year or any other frequency as mandated by the regulator; (ii). Bidder personnel may, at Bidder's option, attend such audit; (iii), such audit shall be conducted in a manner to minimize any adverse impact on Bidder's normal business operations; (iv). Bank shall procure the compliance by the Auditor of all safety and security procedures of the Bidder; (v). Any information accessed or obtained by the Auditor pursuant to such audit will be deemed to be the Confidential Information of Bidder and the Bank shall remain fully liable for any breach of the Contract by the Auditor who obtain access to or possession of such Confidential Information. (vi). Prior written intimation of at least 60 days must be provided by the Bank to the Bidder for any audit request. Audit shall not exceed beyond seven (7) calendar days in each instance and beyond thirty (30) calendar days during one calendar year. (vii). Scope of audit must be mutually agreed within the Parties prior to commencement of audit and should only be relevant to Services provisioned under this Contract, or as permitted & applicable to the Bidder, (viii). No direct access shall be provided by the Bidder to the production environment under any scenario. (ix) No technical audits/testing shall be allowed by the Bidder under any scenario. (x). Relevant attestations / certificates available (like PCI DSS AOC, ISO 27001, etc.) shall be considered by the Bank for assessing Bidder's compliance to physical, technical and administrative controls, to the extent applicable, to the Services specified in the Contract.	Bidder to comply with RFP terms and conditions
161	160	SCHEDULE 3	2.1.16	2.1.16. adopt such organisational, operational, and technological processes and procedures as are required to comply with the requirements of CANARA BANK'S Information Security Policy and other related policies/guidelines as appropriate.	Bidder proposes to use its hosted services which are compliant with ISO 27001 standards, as applicable and managed in accordance with Bidder's policies/standards. Compliance with other requirements shall be on mutually agreed terms and commercials, and in accordance with service changes made by Bidder for its general client base on the platform. Please confirm.	Bidder to comply with RFP terms and conditions
162	36-37	Section F	12.2 B 12.3	12.2. The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions: 12.2.1. Delay in delivery beyond the specified period for delivery. 12.2.2. Serious discrepancies noted in the items delivered. 12.2.3. Breaches in the terms and conditions of the Order. 12.2.4. Non submission of acceptance of order within 7 days of order. 12.2.5. Excessive delay in execution of order placed by the Bank. 12.2.6. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid. 12.2.7. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise. 12.2.8. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid. 12.2.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory. 12.2.10. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price. 12.3. Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services.	We request the Bank to amend this clause with following wordings: Either party may terminate a Solution on 30 days advance notice to the other party if: (i) the other party breaches any of its material obligations under the Agreement related to the Solution and does not cure the breach within 30 days after receiving such notice describing the breach in reasonable detail; or (ii) the other party discontinues performance under the Agreement related to the Solution because of a binding order of a court or regulatory body. If a breach capable of being cured cannot reasonably be cured within 30 days, the non-breaching party may not terminate the Solution so long as the breaching party promptly commences work and completes correction within 90 days of receiving notice of the breach.	Bidder to comply with RFP terms and conditions
163	NA	Generic	Generic	New clause on liability Limitation proposed by the Bidder	We request the Bank to include this Liability limitation clause in the RFP with following wordings: 1. Each party's total aggregate liability under or related to the Agreement shall under no circumstances exceed the fees actually paid by the Bank to the Bidder under the Agreement during the twenty-four (24) month period immediately preceding the date of the event that is the basis for the first claim. 2. Under no circumstances shall either Party (or any of its affiliates providing or receiving the solution under the Agreement) be liable to the other or any other person for losses or damages which fall into any of the following categories: (i) lost revenues; (ii) lost profits; (iii) loss of business; (iv) trading losses; (v) inaccurate distributions; or (vi) any incidental, indirect, exemplary, consequential, special or punitive damages of any kind, including any of the foregoing losses or damages resulting from Bank's use of the solution provided hereunder, or arising from any breach of the Agreement or any termination of the Agreement, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise and whether or not foreseeable, even if the relevant party has been advised or was aware of the possibility of such loss or damages, as between Bank and the Vendor, the following shall be deemed "direct damages" for the purposes of the Agreement any and all damages, including consequential and similar damages, awarded to a third party for which indemnification is provided by a party under this RFP; 3. the limitations and exclusions set forth in sections 1 and 2 shall not apply to: (i) damages caused by either party's fraud or willful misconduct; (ii) a party's liability for death or personal injury due to that party's negligence; (iii) breaches of the scope of use; (iv) Bank's obligation to pay fees hereunder; (v) Bank's obligation to pay damages arising from improper termination of a solution, Agreement by the Bank; or (vi) a party's liability for damages to the extent that such a limitation or exclusion of such damages is not permitted by applicable law, the limitations set forth in section 1 do not apply to IP infringement claims.	Request of the bidder cannot be considered. Bidder to comply with RFP terms and conditions



164	NA	Generic	Generic	Generic	It is the bidders understanding that the bank is looking for a SaaS kind of a offering, which means that the services required like Credit card processing, credit card host, ACS, FRM can be hosted as a multi-client shared platform services, running on shared Infrastructure. It is the bidders understanding that the bank is not looking for dedicated application/database instances, either virtual or Physical. Bank to clarify bidders understanding is correct	Bidder to ensure that Database, App, Web and middleware provided for the Bank should not be shared with any other entity.
165	16	Section C - Deliverable and Service Level Agreements	3. Security, 3.8	The selected bidder is liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy.	Since Solution is Hosted Opex Model, it may not be feasible to follow all the security practices of Bank. Request that these be discussed and implemented on what is feasible	Bidder to comply with RFP terms and conditions. Relevant Bank Policies will be shared with successful bidder
166	16	Section C - Deliverable and Service Level Agreements	3. Security, 3.9	The selected bidder will have to establish all the necessary procedures/Infrastructure/technology /personnel to ensure the Information System Security as per the guidelines prescribed by RBI and the policies of the Bank.	Since Solution is Hosted Opex Model, it may not be feasible to follow all the security practices of Bank. Request that these be discussed and implemented on what is feasible	Bidder to comply with RFP terms and conditions. Relevant Bank Policies will be shared with successful bidder
167	45	18.1	18. Adherence to Banks IS Security/Cyber Security Policies	18.1.VENDOR/ SERVICE PROVIDER shall comply with Bank's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines.	Since Solution is Hosted Opex Model, it may not be feasible to follow all the security practices of Bank. Request that these be discussed and implemented on what is feasible	Bidder to comply with RFP terms and conditions.
168	83	Annexure-8 Scope of Work	1. Information and Data Security Measures:	18.4.The successful bidder should do the usual maintenance activity like OS and DB patching regularly and confirm to the Bank with evidence. The Patch Management process of the proposed solution should be in-line with the Bank Patch Management Process	Since Solution is Hosted Opex Model, it may not be feasible to follow all the security practices of Bank. Request that these be discussed and implemented on what is feasible	The successful bidder should do the usual maintenance activity like OS and DB patching regularly and confirm to the Bank with evidence.
169	13	Section-B Introduction 7. Pre-Qualification Criteria	7.2	The bidder who has successfully supplied the proposed solution in at least one of the previous three procurements in Canara Bank, may be granted an exemption from other pre-qualification criteria subject to satisfactory performance duly considering their proven credentials at the sole discretion of the Bank.	This clause rules out fair competition amongst potential bidders.	Bidder to comply with RFP terms and conditions
170	15	1. Project Timelines	1.2	The selected Bidder should adhere to the following timelines for completion of the scope of work. The new environment should be setup as per project scope, technical and functional requirements within a period of 36 Weeks in total from the date of acceptance of Purchase order or 37 Weeks from the date of Issuance of Purchase order whichever is earlier.	Request the bank to consider this project timeline for scope of work covered under the activity of successful bidder. Any Integrations requiring third party involvement to be mutually discussed and finalised.	Bidder to comply with RFP terms and conditions
			1.3	The implementation will be deemed as incomplete if any component of the credit card operations along with card management as per scope is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing / examination. In such an event, the implementation will be termed as incomplete and credit card operations and issuance in Canara Bank along with card management software solution under OPEX model will not be accepted.	In case of any mutually agreed scope revision the timelines needs to be revised accordingly.	



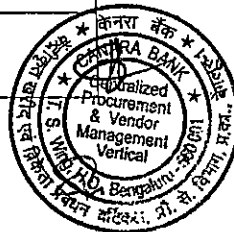
171	15	1. Project Timelines	1.4	The selected bidder shall be responsible for PA-DSS certification within 3 months from the date of acceptance of the Purchase Order and PCI-DSS Successful certification/compliance of solution within 6 months from the date of Go-Live at bidder's cost	According to PCI, the PA-DSS Program and Standard expired on 28 October 2022. The PA-DSS has now been superseded by the new Software Security Framework Secure Software Standard (PCI S3). Hence request the Bank to accept PCI S3 certification.	The selected bidder shall be responsible for PCI S3 certification within 3 months from the date of acceptance of the Purchase Order and PCI-DSS Successful certification/compliance of solution within 6 months from the date of Go-Live at bidder's cost
172	18	6. Uptime	6.1	The selected bidder shall guarantee a 24x7x365 availability with monthly uptime of 99.95% of the solution as per Scope of Work (Annexure-8) and Technical and Functional requirements (Annexure-9), during contract period, which shall be calculated on monthly basis.	The mentioned uptime of 99.50% does not include scheduled / planned downtime. Trust our understanding is correct.	Understanding is correct
173	58	Annexure-2 Pre-Qualification Criteria.	3.b	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.	The Commencement of Business: Extract of Section 10A of Indian Companies Act, 2013 ordinance came into force on 2nd Nov 2018 therefore all the provisions of this section become applicable from 2nd November 2018. Therefore every company having share capital incorporated after 2nd November 2018 has to file declaration for commencement of business. Our company was incorporated on 2nd June, 2004 as a private limited company and later on converted into an unlisted public limited company on 15th March, 2017. Both these activities were done before 2nd November, 2018. Hence COMMENCEMENT OF BUSINESS CERTIFICATE is not applicable to our company. We will also provide an undertaking to this effect.	Your understanding is correct based on the text provided. The requirement to file a declaration for the commencement of business (eForm INC-20A under Section 10A of the Companies Act, 2013) applies only to companies incorporated on or after November 2, 2018. Since your company was originally incorporated in June 2004, and subsequently converted to an unlisted public limited company in March 2017—both events occurring before the effective date of the ordinance—you are not required to file the eForm INC-20A [1]. Please provide a formal undertaking or a statutory declaration stating: The date of its original incorporation that this date is prior to the effective date of the Companies (Amendment) Ordinance, 2018 (November 2, 2018), which reintroduced the mandatory COB requirement. Therefore, the requirement to file Form INC-20A and obtain a separate COB certificate is not applicable to their company. This undertaking, ideally on company letterhead and potentially certified by a Chartered Accountant for assurance, legally confirms their compliance status.
174	69	Annexure-8 Scope of Work	1.1. General Functional Requirements:	J) System should have capability to reverse the credit balance in the card at EOD.	Need understanding of current bank process being followed for this feature.	Bidder to comply with RFP terms and conditions
175	70	1.3	Integration	Integration for Card Personalization (Printing) and Dispatch Management including Return Management	Can Bidders having own personalisation arrangements (bureau licence and setup) be considered? If yes, what would be the commercial structure?	Bidder to comply with RFP terms and conditions
176	71	1.6. Generation and Dispatch of Monthly Billing Statement:	a)	Successful bidder shall manage printing and dispatch of physical statements through Personalization vendor authorized by the Bank.	The courier expenses for dispatch of physical statements will be borne by the Bank. Trust our understanding is correct.	Understanding is correct
177	75	4. Switch (Cards & UPI)	4.2	Bidder to integrate with Bank's UPI Switch for Credit Card on UPI transactions.	If bidder is having own UPI switch can the same be considered for enabling Credit Card on UPI transaction?	Bidder to comply with RFP terms and conditions



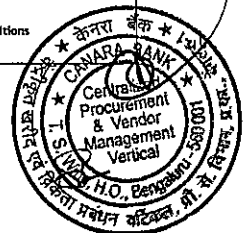
178	78	7. Fraud Risk Management	7.13	System to be have capability to monitor credit card transactions on a real time basis and in certain criteria leave the transactions in pending stage wherein its neither being approved or declined but a manual intervention is required from the analyst to do that. (e.g. one-dollar transaction on overseas sites)	Need more clarity on this clause. As per industry norms a particular transaction need to get timeout after specified time as approved or decline transaction.	System should have the capability to take the confirmation from the customer for transaction approval or decline.
179	89	23	Cloud Security Assessment Checklist	Checklist	Trust these details are only applicable if the successful bidder is deploying the Credit card Management Solution on Cloud.	Bidder to comply with RFP terms and conditions
180	100	Annexure-10 Technical Evaluation Criteria	Scoring methodology Sl. No.1	No. of Organisation (Incl outside India): More than 6 Organisations :10 marks 5 to 6 Organisations: 8 marks 3 to 4 Organisations: 6 marks 1 to 2 Organisations: 4 marks	Request the Bank to amend the scoring as below: No. of Organisation (Incl outside India): More than 5 Organisations :10 marks 5 Organisations: 8 marks 3 to 4 Organisations: 6 marks 1 to 2 Organisations: 4 marks	Bidder to comply with RFP terms and conditions
181	100	Annexure-10 Technical Evaluation Criteria	Scoring methodology Sl. No.2	No. of Cards (Domestic): More than 25 lakhs : 12 marks More than 20 lakhs & upto 25 lakhs: 10 marks More than 15 lakhs & upto 20 Lakhs: 7 marks 10 lakhs and above & upto 15 Lakhs: 5 marks	Request the Bank to amend this scoring as below: No. of Cards (Domestic): More than 12 lakhs : 12 marks More than 9 lakhs & upto 11 lakhs: 10 marks More than 5 lakhs & upto 8 Lakhs: 7 marks 1 lakhs & upto 4 Lakhs: 5 marks More than 9 lakhs & upto 11 lakhs:	Bidder to comply with RFP terms and conditions
182	101	Annexure-10 Technical Evaluation Criteria	Scoring methodology Sl. No.3	No. of Cloud Implementations: ≥ 2 Implementations: 5 marks 1 Implementation: 2 marks	As the proposed solutions will be hosted in Bidder's DC/DR (Private Data Centre/ Private Cloud). Request the Bank to allot Marks for non-cloud implementation also (physical servers).	Bidder to refer Corrigendum-2
183	102	Annexure-10 Technical Evaluation Criteria	5	Average of Monthly Financial Transactions (Credit Card Financial transaction count) during the last one year as on the date of submission of bid. Above 1 crore: 8 marks Above 70 lakh & upto 1 crore: 5 marks 50 lakhs and above & upto 70 lakhs: 3 marks	Request the bank to amend this clause as "Average of all Monthly Transactions during the last one year as on the date of submission of bid." Request the bank to amend this scoring as: Above 30 lakh: 8 marks Above 30 lakh: 8 marks 5 lakhs and above & upto 15 lakhs: 3 marks	Bidder to comply with RFP terms and conditions
184	102	Annexure-10 Technical Evaluation Criteria	6	3. ISO/IEC 12207: Software Lifecycle Processes 4. SOC 2 Type II Audit Report 5. ISO 9001(Quality Management System - QSM)	Alternatively request the Bank to accept PCI Secure Software Lifecycle certificate also. We are certified with ISAE 3402. Assessment for this year is being under renewal. Request the Bank to accept Engagement letter for the same. Request the Bank to accept engagement letter.	Bidder to refer to Corrigendum-2. Bidder to comply with RFP terms and conditions



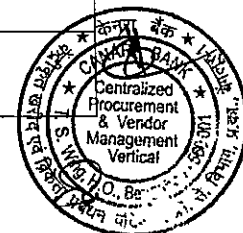
185	102	Annexure-10	Technical Evaluation Criteria	Bidder should have valid accreditation as below: 1. Latest Information security ISO/IEC 27001:2022 or above as and when standards updated. 2. ISO/IEC 25010: Software Quality Model 3. ISO/IEC 12207: Software Lifecycle Processes 4. SOC 2 Type II Audit Report 5. ISO 9001(Quality Management System - QSM) 6. ISO/IEC 20000 (IT Service Management - ITSM)	Request the Bank allot marks for any 2 certification.	Bidder to refer to Corrigendum-2. Bidder to comply with RFP terms and conditions
186	110	Annexure-16	Manufacturer Authorization Form	Generic	Trust a self declaration would suffice in case the Bidder is the OEM of the solution being offered.	Bidders's understanding is correct and bidder to ensure submission of relevant proof
187	NA	General Query	Generic	Generic	Request the Bank to extend the bid submission date by 15 days from the date of publishing the pre-bid clarifications on the banks website/GeM portal.	Bidder to refer to Corrigendum-2
188	1	Bid Document	Bid Details	Bid End Date/Time 15-12-2025 15:00:00	We request bank to the bid submission date by minimum of 15 days to enable sufficient time to analyze the responses to the pre-bid queries and draft the in-line proposal	Bidder to refer to Corrigendum-2
189	11	SECTION B - INTRODUCTION	6.Participation methodology:	6.1.In this RFP either the authorized bidder on behalf of the Principal/OEM/OSD or Principal/OEM/OSD itself can bid but both cannot bid simultaneously for the same item/product. If participated, the bids of Principal/OEM/OSD and the authorized bidder/s are liable for rejection.	What does "Principal" mean? Is a consortium allowed? Can an SI participate on behalf of an OEM, or vice versa?	RFP Terms are self explanatory, Bidder to comply with RFP terms and conditions
190	13	SECTION B - INTRODUCTION	7.Pre-Qualification Criteria	7.2.The bidder who has successfully supplied the proposed solution in at least one of the previous three procurements in Canara Bank, may be granted an exemption from other pre-qualification criteria subject to satisfactory performance duly considering their proven credentials at the sole discretion of the Bank.	Would suggest to remove this clause to ensure level playing field amongst all bidders	Bidder to comply with RFP terms and conditions
191	13	SECTION B - INTRODUCTION	8.Scope of Work	8.2.Bank reserves the right to modify the scope due to change in regulatory instructions, market scenario and internal requirement within the overall objective of RFP. Any guidelines on changes/modifications/enhancements given by RBI/regulatory body's with regard to CCAS solution will be added to the scope of work. 8.3.During the course of the project, there might be related areas which Bank would like the selected bidder to undertake which may not have envisaged earlier.	We wish to submit that modification of scope increases the efforts which may be mutually discussed and agreed during the course of the project We wish to submit that modification of scope increases the efforts which may be mutually discussed and agreed during the course of the project	Bidder to comply with this RFP terms. Any changes beyond the scope will have the Change Request process.
192	15	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1.Project Timelines	1.1The vendor shall submit the acceptance of the Purchase Order within seven (7) days from the date of receipt of Purchase Order. In case of non-receipt of acceptance by the due date, the Purchase Order shall deem to have been accepted by the vendor.	We request bank to reconsider the timelines to 15 days, as 7 days are too short to accept the PO.	Bidder to refer to Corrigendum-2
193	15	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1.Project Timelines	1.2.1Supply, Delivery, Integration, Installation & Implementation of Software Solution (UAT Delivery) should be completed within 4 Weeks from the date of acceptance of the Purchase Order or 5 Weeks from the date of issuance of the Purchase Order whichever is earlier. 1.2.2Bidder has to complete User Acceptance Test (UAT Sign-off), Migration of existing data in UAT with Pilot Run within 24 weeks from the date of UAT Delivery of Solution as per clause no 1.2.1 of Section C.	In our experience, a 4-week timeline for UAT is too short, as this phase includes requirement-gathering workshops, integration with downstream applications, development/customizations, UAT environment setup, and SIT/QA. Based on our assessment, UAT delivery will require approximately 10-12 weeks. Furthermore, overall project timelines should be in the range of 12-15 months, considering migration activities as well. We request the bank to kindly reconsider the proposed timelines. Additionally, if the project timeline exceeds the agreed schedule due to system integrations, third-party vendors, or bank-related dependencies: How will the timeline be extended? Will the bidder be penalized for such delays? How will the bidder be compensated in such scenarios?	Bidder to comply with this RFP terms.
194	15	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1.Project Timelines	1.3The implementation will be deemed as incomplete if any component of the credit card operations along with card management as per scope is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing / examination. In such an event, the implementation will be termed as incomplete and credit card operations and issuance in Canara Bank along with card management software solution under OPEX model will not be accepted.	Once the scope is finalized and delivered in UAT, it will be moved to production upon UAT sign-off from the bank's stakeholders.	Bidder to comply with this RFP terms.
195	15	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1.Project Timelines	1.4The selected bidder shall be responsible for PA-DSS certification within 3 months from the date of acceptance of the Purchase Order and PCI-DSS Successful certification/compliance of solution within 6 months from the date of Go-Live at bidder's cost.	PA-DSS and PCI DSS certifications will apply only to the bidder's environment - Hosted environment and not to the bank's environment. Please confirm.	Bidder to refer Corrigendum-2
196	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	3.Security	3.4The selected bidder has to do necessary changes in the configuration directed by security team of the bank after security audits like VAPT, Code Audit etc., without disturbing the production and existing backed up copies and at no additional cost to the Bank.	This is an Opex model with a multi-tenant setup. While all applicable security guidelines and best industry practices will be followed, some bank-specific configurations may not be applied to this setup.	Bidder to comply with RFP terms and conditions
197	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	3.Security	3.6Any kind of change like update, upgrades etc. in the system after complete installation will not lead into any commercial during contract period.	For any upgrades or updates that involve commercials from the hardware or software OEM, these will be discussed with the bank before proceeding.	Bidder to comply with RFP terms and conditions
198	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	3.Security	3.8The selected bidder is liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy.	This is an Opex model with a multi-tenant setup. While all applicable security guidelines and best industry practices will be followed, some bank-specific guidelines/configurations may not be applicable to this setup.	Bidder to comply with RFP terms and conditions. Relevant Bank Policies will be shared with successful bidder
199	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	4.Acceptance	Bank will evaluate the offered Solution implemented by the selected bidder. If the Solution experiences no failures and it functions according to the requirements of the RFP as determined by the Bank during the implementation period, and the solution will be accepted by the Bank and then the project will be considered for sign-off.	While preparing project plan a cutoff will be agreed mutually.	Bidder to comply with RFP terms and conditions.



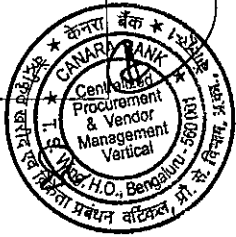
200	18	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	7. Penalties/Liquidated Damages	<p>7.1 Non-compliance of the delivery timelines for UAT delivery as per clause 1.2.1 will result in Bank imposing penalty of 0.50% on delay in implementation per week or part there of of the one time Implementation and migration cost as per the Table-B of Annexure-17.</p> <p>7.2 However, the total Penalty/LD to be recovered under clause 7.1, 7.2 and 7.3 shall be restricted to 10% of the total cost mentioned in Table-B of Annexure-17.</p> <p>7.3 Other than the above, if any Data Breach, Data Loss incurred from vendor's facility, System, Integrated Channels, Network Infrastructure, connectivity or the actual loss incurred by the Bank, penalties levied by the Statutory authorities shall be passed on to the Vendor.</p>	<p>The proposed penalty amount appears to be quite high; we suggest capping it at a maximum of INR 15,000 per week. We kindly request the bank to review and reconsider this amount. Additionally, could you clarify how delays attributable to the bank, related systems, or third-party vendors will be addressed in this context?</p> <p>The proposed penalty amount appears to be quite high; we suggest capping it at a maximum of INR 15,000 per week. We kindly request the bank to review and reconsider this amount.</p> <p>The bidder should not be responsible for integrated channels, as these are owned by the bank.</p>	Bidder to comply with RFP terms and conditions
201	21	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	9. Local support	9.1 The Support should be for an unlimited number of incidents reported to them and provides a practical solution to resolve the issue. The support should be provided over phone, E mail web based, in person, if required. All escalations will be attended / responded promptly not later than 30 minutes of reporting.	Incident response should be based on criticality. High-critical incidents must be addressed within the specified time.	Bidder to comply with RFP terms and conditions
202	23	SECTION D - BID PROCESS	3. Amendment to Bidding Document	3.1. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.	In case of modifications, we assume the bid submission date will also be revised.	Bidder to refer to Corrigendum-2
203	25	SECTION D - BID PROCESS	6.	Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD	Request you to please review the EMD amount.	Bidder to refer to Corrigendum-2
204	34	SECTION F - OWNERSHIP & AWARDDING OF CONTRACT	3. Project Ownership	3.1. If the bidder is offering solutions/products/services from other bidders/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance & support of all hardware and software related to Solution/Service which are relevant to this RFP.	Does the bank expect to share roles and Responsibility matrix of Bidder and OEM? Ideally it is internal to the bidder and OEM.	RFP clauses are self explanatory. Bidder to comply with RFP terms and conditions
205	39	SECTION G - GENERAL CONDITIONS	4. Human Resource Requirement	<p>4.6. The selected bidder has to submit following KYC documents of resources engaged:</p> <p>5.6.1 Resume latest (Candidate Photograph should be part of Resume only) and Print should be in color only.</p> <p>5.6.2 Address Proof (Local and Permanent)- Duly attested photocopy by candidate and bidder HR.</p> <p>5.6.3 Aadhaar Card - Duly attested photocopy by candidate and bidder HR.</p> <p>5.6.4 Passport - Duly attested photocopy by candidate and bidder HR.</p> <p>5.6.5 Background Police Verification report - Duly attested photocopy by candidate and bidder HR.</p>	Our organizations conduct a through third party verification before onboarding any employee. So request the Bank to consider Resume and Employment Letter generated from the firm system as part of the requirement.	Bidder to comply with RFP terms and conditions
206	59	Annexure-2	Pre-Qualification Criteria	The bidder should provide confirmation that any person/ Partnership/ LLP/ Company including any subsidiary or holding company/ proprietorship connected to bidder directly or indirectly has not participated in the bid process.	Request the bank to share a format / clause that needs to be metioned in the letter/ undertaking.	The bidder should submit letter of confirmation on the Company's letter head to this effect. (Self Declaration with seal and signature)
207	101	Annexure-10	Technical Evaluation Criteria	<p>The proposed Solution (hosted in Private Data Centre/ Private Cloud) should have been implemented and being maintained in any Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Private Sector Foreign Banks in India /Banks outside India as on the date of submission of bid.</p> <p>Note: The solution should be in operational state as on the date of submission of bid.</p>	<p>Please clarify whether this is a private cloud (Dedicated Infrastructure owned by the organization) or a public cloud (Managed and owned by third-party cloud service providers (e.g., AWS, Azure, Google Cloud))</p> <p>Typically applications are hosted on the public cloud by solution providers. The expectation for a private cloud is that it will be owned and managed by the bank.</p>	RFP clauses are self explanatory. Bidder to comply with RFP terms and conditions
208	100	Annexure-10	Technical Evaluation Criteria	Solution should have maintained atleast 10 Lakh Active Credit Cards in one Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Private Sector Foreign Banks in India during last 1 year as on the date of submission of bid. (OR) Solution should have maintained atleast 20 Lakh Active Credit Cards in one Bank outside India during last 1 year as on the date of submission of bid.	Can the SI and OEM together have a combined total of 10 Lakh active cards in India or 20 lakh active cards outside India, or are these requirements separate?	The proposed solution should have maintained atleast 10 Lakh Active Credit Cards in India or 20 Lakhs active credit cards outside India, individually by the SI/ OEM.
209	NA	GENERIC	GENERIC	CCAS PREBID REPLY FINALIZATION	Please provide the total number	Bidder to refer Annexure-8 scope of Work, further details will be shared with the successful bidder
210	NA	GENERIC	GENERIC	Total number of Customers/Account nos	Please provide the total number	Bidder to refer Annexure-8 scope of Work, further details will be shared with the successful bidder
211	NA	GENERIC	GENERIC	Type of Cards issued- Individual Liability, Corporate cards, Purchase cards	Please provide the types	Bidder to refer Annexure-8 scope of Work, further details will be shared with the successful bidder
212	NA	GENERIC	GENERIC	Card scheme wise number of Products	Please provide scheme wise	Bidder to refer Annexure-8 scope of Work, further details will be shared with the successful bidder
213	NA	GENERIC	GENERIC	Number of Integrating systems	Please provide the number of Integrating systems	Details will be shared with the successful bidder
214	NA	GENERIC	GENERIC	Number of Employees who will be accessing the UI of Card Management like ops, Customer service etc.	Please provide the total number	Details will be shared with the successful bidder
215	NA	GENERIC	GENERIC	Number of SRs received per day related to Credit Cards	Please provide the number of SRs per day	Query is unclear and Bidder to comply with RFP terms and conditions.
216	NA	GENERIC	GENERIC	Number of reports Daily/Weekly/Fortnightly/Monthly/Yearly	Please provide the numbers	Details will be shared with the successful bidder
217	47	Indemnity	21.3.	21.3. VENDOR/ SERVICE PROVIDER shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution supplied by them	We request that the indemnity obligation be limited only to direct losses arising solely from proven infringement attributable to the bidder. This is to ensure proportional and equitable risk allocation.	Bidder to comply with RFP terms and conditions
218	59	Annexure 2	6	The proposed solution should have maintained atleast 10 Lakh Active credit Cards in one Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Private Sector Foreign Banks in India during last 1 years as on the date of submission of bid.	Where the card base pertains to a single issuer, the required number of active credit cards may please be revised to 1.25 lakh. Where the card base is aggregated across more than one issuer, the requirement may please be revised to 1,50 lakh active credit cards.	Bidder to comply with RFP terms and conditions



219	59	Annexure 2	6	The proposed Solution (hosted in Private Data Centre/ Private Cloud) should have been implemented and being maintained in any Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Private Sector Foreign Banks in India for a period of atleast 3 years as on the date of submission of bid.	We submit that the underlying card-processing platform was originally implemented for an Indian scheduled commercial bank in 2019 and has been continuously maintained since then. The platform, along with all associated assets, was subsequently acquired and upgraded by the current bidding entity, while preserving continuity of operations for the issuer. A letter from the issuer confirming uninterrupted usage of the platform since 2019 will be submitted as documentary evidence. We request acceptance of this confirmation as meeting the requirement under this clause.	RFP Terms are self explanatory, Bidder to comply with RFP terms and conditions
220	59	Annexure 2	8	The proposed Solution should have handled atleast 50 lakhs Monthly Transactions (Credit Card Financial transaction count) in last one year as on the date of bid submission	We request that the required monthly transaction volume be revised to 3.5 lakh transactions per month, to enable participation by platforms that have demonstrable capability and scale but operate in specialised or diversified issuance environments.	Bidder to comply with RFP terms and conditions
221	100	Annexure-10	2	No. of Cards (Domestic): More than 25 lakhs : 12 marks More than 20 lakhs & upto 25 lakhs: 10 marks More than 15 lakhs & upto 20 Lakhs: 7 marks 10 lakhs and above & upto 15 Lakhs: 5 marks	We request that the evaluation matrix be revised as follows, to ensure a more balanced and inclusive distribution of marks across bidders of varying scale: ≥ 20 lakh cards: 10 marks ≥ 10 lakh and < 20 lakh cards: 7 marks ≥ 1 lakh and < 10 lakh cards: 5 marks	Bidder to comply with RFP terms and conditions
222	101	Annexure-10	4	The Bidder/OEM must have successfully implemented and the proposed solution should be operational in Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Private Sector Foreign Banks in India for a period of atleast 3 years as on the date of submission of bid	As referenced in our earlier clarification, we will submit an issuer-issued letter confirming that the underlying card-processing platform has been in continuous use since 2019. The platform was subsequently acquired and enhanced by the current bidding entity, with uninterrupted operations for the issuer since initial deployment. We request that this continuity letter be accepted as meeting the requirement under this clause.	RFP Terms are self explanatory, Bidder to comply with RFP terms and conditions
223	102	Annexure-10	5	Above 1 crore: 8 marks Above 70 lakh & upto 1 crore: 5 marks 50 lakhs and above & upto 70 lakhs: 3 marks	We request that the transaction-volume brackets be revised as follows to ensure a balanced evaluation framework: > 4 lakh transactions: 8 marks > 2 lakh to ≤ 4 lakh transactions: 5 marks > 1 lakh to ≤ 2 lakh transactions: 3 marks This request is submitted considering that, per RBI's July 2025 data, the monthly credit card transaction volumes of several Indian issuers—including Canara Bank—are materially below the existing thresholds. The current thresholds therefore create an evaluation bias favouring only very large or foreign processors. Further, since UPI transactions are routed through a separate UPI switch, the credit-card transaction count alone should be benchmarked proportionately to the Indian market scale.	Bidder to comply with RFP terms and conditions
224	69	Annexure-8	1.1 o)	The system must support VISA/MasterCard/Rupay 3D Secure guidelines and should have at least two instances in production which is certified for VISA, MasterCard and Rupay. The same should be available for other networks when onboarded.	We request that the requirement be revised to at least one production instance certified for VISA, MasterCard, and Rupay 3D Secure guidelines.	All card schemes with processing switch having two instances each in DC & DR site
225	69	Annexure - 8	1.1 j)	System should support end to end TCS collection as per regulatory guidelines.	We request clarification on the exact scope of TCS requirements expected under this clause.	Scope of TCS requirements are as per RBI/GOI guidelines. Bidder to comply with RFP terms and conditions
226	12	SECTION B - INTRODUCTION	5. Requirement Details	5.2. The term of contract will be for a period of Five (05) years. However, Bank reserves the right to have an annual review on completion of every year from the date of acceptance of purchase order. If the services are found to be unsatisfactory Bank reserves the right to discontinue the Services.	For mission critical services in the nature of credit card processing, the tenure should usually be longer than the 5 years term as stipulated/ Further right of Bank to terminate the Services should be subject to a cure period, failure of which may lead to termination. Right of Bank to terminate the Services should be subject to a cure period, failure of which may lead to termination.	Cure period shall be as per the tenure defined in notice.
227	13	SECTION B - INTRODUCTION	8. Scope of Work	8.3. During the course of the project, there might be related areas which Bank would like the selected bidder to undertake which may not have envisaged earlier.	This will attract additional commercials. Kindly confirm.	Bidder to comply with this RFP terms. Any changes beyond the scope will have the Change Request process.
228	14	SECTION B - INTRODUCTION	9. Technical/Functional requirements	The bidder shall comply with the Technical & Functional Specifications narrated in Annexure-9 and adhere to the guidelines issued by RBI and other Regulatory bodies	This should be as 'communicated by the bank from time to time'	Bidder to comply with this RFP terms. Any changes beyond the scope will have the Change Request process.
229	15	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1. Project Timelines	1.4 The selected bidder shall be responsible for PA-DSS certification within 3 months from the date of acceptance of the Purchase Order and PCI-DSS Successful certification/compliance of solution within 6 months from the date of Go-Live at bidder's cost.	PA-DSS is not relevant for Hosted Models / Processing Services, PCI-DSS is relevant. The processing platforms are PCI - DSS compliant as per the requirements. Requesting bank to remove this.	Bidder to refer the Corrigendum-2 and Comply with RFP terms and conditions.
230	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	3. Security	3.9 The selected bidder will have to establish all the necessary procedures/infrastructure/technology/personnel to ensure the Information System Security as per the guidelines prescribed by RBI and the policies of the Bank.	The bidder is a service provider and not a regulated entity for credit card issuers. It will comply with the applicable regulations. The bank should specify the requirements they are seeking from an RBI perspective. Additionally, the bidder will need to understand the bank's policies. The bank will need to share these policies with the bidder so that the bidder's technology team can evaluate them against the existing platform.	Bidder to comply with RFP terms and conditions. Relevant Bank Policies will be shared with successful bidder
231	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	3. Security	3.3 The Bank may conduct security audit in the proposed solution after complete implementation	Understanding is that the Security audit is restricted to assurance assessment. The bidder does not allow clients or their third parties to test its systems or applications. Please confirm.	Bidder to comply with RFP terms and conditions
232	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	3. Security	3.4 The selected bidder has to do necessary changes in the configuration directed by security team of the bank after security audits like VAPT, Code Audit etc., without disturbing the production and existing backed up copies and at no additional cost to the Bank.	Request the bank to change this clause to: 3.4 The selected bidder has to do necessary changes in the configuration after security audits like VAPT, Code Audit etc., without disturbing the production and existing backed up copies and at no additional cost to the Bank. Service provided is over shared environment and hence bidder cannot take directions from specific clients. Configurations are as per bidder's standards.	Bidder to comply with RFP terms and conditions
233	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	3. Security	3.4 The selected bidder has to do necessary changes in the configuration directed by security team of the bank after security audits like VAPT, Code Audit etc., without disturbing the production and existing backed up copies and at no additional cost to the Bank.	Any such change would require a Change Order as per mutually agreed terms.	Bidder to comply with RFP terms and conditions



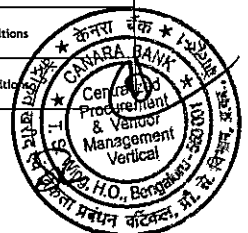
234	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	3. Security	<p>3.8 The selected bidder is liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy.</p> <p>3.9 The selected bidder will have to establish all the necessary procedures/infrastructure/technology /personnel to ensure the Information System Security as per the guidelines prescribed by RBI and the policies of the Bank.</p>	<p>Since the solution is hosted on a shared environment in bidder's premises, this will be as per the best practices available in the industry/bidder's security policies.</p> <p>Bank policy copy sought for reviews so that any concerns/queries on the same can be raised.</p>	Bidder to comply with RFP terms and conditions. Relevant Bank Policies will be shared with successful bidder
233	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	3. Security	3.6 Any kind of change like update, upgrades etc. In the system after complete installation will not lead into any commercial during contract period.	Post Implementation, all updates and upgraded and support required from the bidder will be chargeable.	Bidder to comply with RFP terms and conditions
236	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5. Payment Terms	References to Liquidated Damages/Penalties	Any LDs or penalties are subject to mutual discussion and agreement between the parties.	Bidder to comply with RFP terms and conditions
237	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5. Payment Terms	5.1 The payment schedule will be as under and will release after execution of contract agreement:	Request the bank to change the Payment Terms to 30% on Agreement signing 30% on UAT Delivery 40% on Go-Live	Bidder to comply with RFP terms and conditions
238	18	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	6. Uptime	6.3 The selected bidder should consider Nigh-availability (active-active) at DC & DR with maximum RPO of 15 minutes and maximum RTO of 120 minutes.	While we are okay with RPO. Bidder's standard RTO across all banks is 4-6 hours, and we do the DR drills twice a year for 1 day.	Bidder to comply with RFP terms and conditions
239	20	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	7. Penalties/Liquidated Damages	7.11 Any penalty levied by statutory authority, Ombudsman, RBI on account-of deficiency of service or non-compliance of guidelines/law shall be passed onto the selected bidder. The Bank reserves the right to deduct such penalty amount from any amount payable to the vendor by the Bank or monthly billing amount due to the vendor including invoking of the Performance Security.	The bidder cannot be made responsible for penalty which is beyond its services. Request the bank to amend this clause.	Bidder to comply with RFP terms and conditions
240	20	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	7. Penalties/Liquidated Damages	7.15 The overall penalty for the above shall be restricted to 10% of the Total cost of Ownership.	While the penalty will be levied to the maximum of 10% of Total Cost of Ownership (TCO), due to deficiency attributable to bidders solution / service. However this cannot be a uncapped liability as per 7.16	Bidder to comply with RFP terms and conditions
				7.16 However this limit is not applicable for penalties imposed and or claims from third party/ies where the same is limited to actual claims.	While the penalty will be levied due to deficiency attributable to bidders solution / service. However this cannot be a uncapped liability as per 7.15	
				7.11 Any penalty levied by statutory authority, Ombudsman, RBI on account-of deficiency of service or non-compliance of guidelines/law shall be passed onto the selected bidder. The Bank reserves the right to deduct such penalty amount from any amount payable to the vendor by the Bank or monthly billing amount due to the vendor including invoking of the Performance Security.	Any third party penalties / claim from third parties is to be paid by bank. Bidder is a third party processor. Also, any penalty which is uncapped will not get approved internally	
				7.15 The overall penalty for the above shall be restricted to 10% of the Total cost of Ownership.		
				7.16 However this limit is not applicable for penalties imposed and or claims from third party/ies where the same is limited to actual claims.		
241	21	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	10. Documents, Standard Operating Procedures and Manuals	All related documents, manuals, Standard Operating Procedures (SOPs), best practice documents and information furnished by the bidder shall become the property of the Bank.	While Bank can retain these records for the purposes of the RFP, ownership/IP shall vest with bidder. Confidentiality obligations on Bank shall continue to apply	Bidder to comply with RFP terms and conditions
242	22	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	12. Right to Audit	12. Right to Audit	As a general practice, (1) one audit by the client or client appointed auditors is allowed without cost. Any audit beyond that can be supported but will be chargeable. Any audit has to be subject to the bidder's confidentiality and security policies since this is a SaaS platform and multiple banks operate on the same platform. Request the bank to amend the clause accordingly as this is a general practice in the industry, across the issuers.	Bidder to comply with RFP terms and conditions
243	22	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	12. Right to Audit	12.1 The VENDOR has to get itself annually audited by Internal/ external empanelled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.	Any such audits / assessments shall be subject to bidder's policies and standards	Bidder to comply with RFP terms and conditions



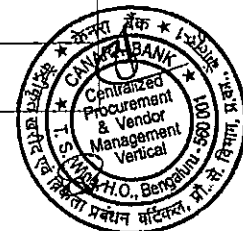
244	22	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	11. Subcontracting	11.1 VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the BANK. 11.2 Notwithstanding the above or any written consent granted by the Bank for subcontracting the services, the Vendor/Service Provider alone shall be responsible for performance of the services under the contract.	As a multi tenant platform, bidder uses multiple vendors to provide the services hence we should have the leeway to select and onboard vendors. Obviously we will remain fully responsible for the services end to end. Companies works with multiple subcontractors and hence asking permission from every bank for every vendor will be difficult to ensure continuity of best in class services. Hence we can provide the list of sub-contractors as and when required by bank. Requesting bank to modify the clause. Our understanding is that services being provided as per the scope of the tender does not comes under sub-contracting. Beyond the scope bidder will inform the bank.	All vendors/service providers may be onboarded as part of SLA. Any change in the vendors/Service Providers at a future date, prior permission is to be obtained from the Bank.
245	25	SECTION D - BID PROCESS	6. Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD	General Query	What is the process & timeline for refund of the EMD for successful and unsuccessful bidders?	Bidder shall refer to General terms and conditions of GEM on EMD submission, return and exemption. Bidder to comply the same.
246	25	SECTION D - BID PROCESS	6. Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD	6. Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD	Please confirm if Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year are exempted from submitting the Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD.	Bidder shall refer to General terms and conditions of GEM on EMD submission, return and exemption. Bidder to comply the same.
247	27	SECTION D - BID PROCESS	12. Assumptions/Presumptions/Modifications	The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc., in the bidder's response to this RFP document. No offer can be modified or withdrawn by a bidder after submission of Bid/s.	Any RFP bid of this large size would certainly have assumptions/presumptions and items that need to be discussed and finalised at contract stage. Hence we would urge a more flexible understanding on this point.	RFP clauses are self explanatory, Bidder to comply with RFP terms and conditions.
248	29	SECTION E - SELECTION OF BIDDER	1. Preliminary Scrutiny	1.2. Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical requirements and bidding document is submitted without any deviations.	Requesting bank to allow deviations to be submitted for terms and conditions.	No deviation will be allowed. Bidder to comply with RFP terms and conditions
249	34	SECTION F - OWNERSHIP & AWARDDING OF CONTRACT	2. Proposal Ownership	The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank. As the bidder's proposal is central to the evaluation and Selection process, it is important that, the bidder carefully prepares the proposal as per the prescribed format only. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the RFP.	While Bank can retain these records for the purposes of the RFP, ownership/IP shall vest with bidder. Confidentiality obligations on Bank shall continue to apply	RFP clauses are self explanatory, Bidder to comply with RFP terms and conditions.
250	35	SECTION F - OWNERSHIP & AWARDDING OF CONTRACT	9. Performance Security	Terms pertaining to Performance Security	Performance Security terms to be mutually discussed and agreed. Further any encashment of performance security should be subject to provision of cure period, failure of which may lead to encashment.	Bidder to comply with RFP terms and conditions
251	35	SECTION F - OWNERSHIP & AWARDDING OF CONTRACT	5. Award of Contract	5.2. The contract shall be awarded and the order shall be placed on selected bidder. Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.	This changes the complete dynamics of the business case created basis the volumes and hence, requesting bank to remove this clause as only one vendor will be selected as part of this RFP for Credit Card Processing.	Bidder to comply with RFP terms and conditions
252	36	11. Pricing & Payments	11. Pricing & Payments	11.2. From the date of placing the order till the delivery of the solution, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the solution, the benefit arising out of such reduction shall be passed on to the Bank.	Please confirm if the said duties were to increase, will the bank bear the cost of these as a result?	Bidder to refer the Corrigendum-2 and Comply with RFP terms and conditions.
253	36	9. Performance Security	9. Performance Security	9.5. The Bank Guarantee Issued by the issuing Bank on behalf of Bidder in favor of Canara Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). However, it should be as per Appendix-D. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.	Clause 9.4 provides an option for online performance security deposit however the next clause (i.e. 9.5) mentions it to be in a paper form as well as issued under the SFMS. Please confirm the following: 1) Would an online performance security deposit also need a SFMS? 2) If yes, does the guarantor (issuer bank) facilitate SFMS?	Bidder shall refer to Section F clause 9.4 & 9.5 and comply with RFP terms and conditions.
254	36	SECTION F - OWNERSHIP & AWARDDING OF CONTRACT	10. Execution of Agreement	Terms pertaining to Execution of Agreement	Any terms of agreement should be mutually discussed and agreed.	Bidder to comply with RFP terms and conditions
255	36	SECTION F - OWNERSHIP & AWARDDING OF CONTRACT	12. Order Cancellation/Termination of Contract	Terms pertaining to termination/cancellation	Any such terms pertaining to termination/cancellation including for convenience should be mutually discussed and agreed. Any termination for convenience would also involve payment of early termination fee by Bank	Bidder to refer the Corrigendum-2 and Comply with RFP terms and conditions.
256	36	SECTION F - OWNERSHIP & AWARDDING OF CONTRACT	11. Pricing & Payments	11.1. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract period.	Requesting Bank to consider CPI on unit rates as per the commercial annexure, basis the RBI published data as part of the commercials or in the contract	Bidder to comply with RFP terms and conditions



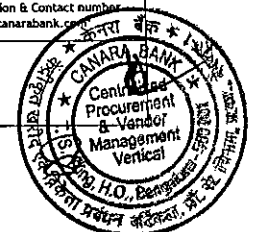
257	39	SECTION G - GENERAL CONDITIONS	4. Human Resource Requirement	4.6. The selected bidder has to submit following KYC documents of resources engaged: 5.6.1 Resume latest (Candidate Photograph should be part of Resume only) and Print should be in color only. 5.6.2 Address Proof (Local and Permanent)- Duly attested photocopy by candidate and bidder HR. 5.6.3 Aadhaar Card - Duly attested photocopy by candidate and bidder HR. 5.6.4 Passport - Duly attested photocopy by candidate and bidder HR. 5.6.5 Background Police Verification report - Duly attested photocopy by candidate and bidder HR.	As per the process we cannot disclose PII information of the resources. However, for the two onsite resources specific details can be provided, subject to bidder's company policies.	the clause is applicable for the resources to be deployed onsite.
258	39	SECTION G - GENERAL CONDITIONS	5. Responsibility for Completeness	5.1. The selected bidder shall ensure that the Solution provided [Hardware/Software/licenses/services etc.] meets all the technical and functional requirements as envisaged in the scope of the RFP. 5.2. The selected bidder shall deliver, install, configure the supplied Solution/service as per Technical specification and Scope of Work described elsewhere in the RFP and arrange for user level demo at bidder's cost as per accepted time schedules. The bidder is liable for penalties levied by Bank for any deviation in this regard. The bidder shall provide for all drivers/software required to install, customize and test the system without any further charge, expense and cost to Bank. 5.3. The selected bidder shall be responsible for any discrepancies, errors and omissions or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the bank	Any penalties etc. should be as per a structure mutually agreed in the final contract	Bidder to comply with RFP terms and conditions
259	40	SECTION G - GENERAL CONDITIONS	6. Inspection of Records	Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software & other items provided to the Bank under this RFP and the selected bidder shall extend all cooperation in this regard.	This is in addition to Right to Audit clause and as such shall not be separate. Any audit shall be covered in the Right to Audit clause. Request the bank to amend the clause accordingly.	Bidder to comply with RFP terms and conditions
260	40	SECTION G - GENERAL CONDITIONS	7. Negligence	In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.	Any such clauses with far reaching consequences will need to be mutually discussed and agreed in the final contract	Bidder to comply with RFP terms and conditions
261	40	SECTION G - GENERAL CONDITIONS	8. Assignment	8.1. VENDOR/ SERVICE PROVIDER shall not assign to any one, in whole or in part, its obligations to perform under the Contract, except with the BANK's prior written consent.	Any vendor for multiple solutions/services will use third-parties for solutioning. Request the bank to amend this clause accordingly.	All vendors/service providers may be onboarded as part of SLA. Any change in the vendors/Service Providers at a future date, prior permission is to be obtained from the Bank.
262	40	SECTION G - GENERAL CONDITIONS	10. Guarantees	The bidder should guarantee that the hardware items used to host the solution should not be in End of Sale/ End of Life/ End of Support. The bidder should guarantee that the solution proposed supplied to the Bank under this RFP includes all patches, updates etc., and the same are licensed and legally obtained. All hardware and software used in the solution proposed under this RFP should have their original and complete printed documentation.	There is no hardware component being delivered to the Bank and this reference should be taken out from all places in the RFP. Further since bidder will only be providing services, there is no software being supplied either. Hence all references to the same in the RFP are redundant.	Bidder to comply with RFP terms and conditions (Applicability on OPEX mode)
263	41	SECTION G - GENERAL CONDITIONS	12. Confidentiality and Non-Disclosure	Refer clause in RFP	Bidder confidential information also needs to be protected. Accordingly, clause needs to be revised to make it mutual.	Bidder to comply with RFP terms and conditions
264	43	SECTION G - GENERAL CONDITIONS	13. Ext. Management Plan	Refer clause in RFP	Terms of said provision will be mutually discussed and agreed including to cover costs for any such plan implementation	Bidder to comply with RFP terms and conditions
265	44	SECTION G - GENERAL CONDITIONS	14. Training and Handholding	Refer clause in RFP	Terms of said provision will be mutually discussed and agreed including to cover costs. If it is only 1 training to be provided to the team before we go live this is fine.	Bidder to comply with RFP terms and conditions
266	45	SECTION G - GENERAL CONDITIONS	15. Service Levels	15.3. The service provider shall wherever applicable be obligated to establish and maintain suitable back-to-back contractual arrangements with the Original Equipment Manufacturers (OEMs) to ensure that all services, warranties, and obligations stipulated in this Agreement are fully supported and enforceable by the OEMs. These arrangements shall include, but are not limited to, the OEMs' commitment to provide necessary resources, technical support, replacement parts, and any other services required to fulfill the terms of this Agreement. The Service Provider must provide evidence of such arrangements upon request and shall ensure that these agreements are in place for the duration of this contract to guarantee seamless service delivery and compliance with all contractual obligations.	This will need to be mutually discussed with Canara Bank at the time of contracting, if selected. Bidder is a global company whereby majority of OEMs are also global players covering different jurisdictions and it is not feasible to have back-to-back arrangements with all the OEMs including hardware, software, etc.	Bidder to comply with RFP terms and conditions
267	45	SECTION G - GENERAL CONDITIONS	15. Service Levels	15.4. The vendor/service provider shall deliver the agreed-upon goods and services in accordance with this agreement with respect to quality and quantity, and shall be subject to regular monitoring and reporting.	The details of monitoring should be asked for and should be known by business and other relevant teams	Bidder to comply with RFP terms and conditions
268	45	SECTION G - GENERAL CONDITIONS	14. Training	Refer clause in RFP	Terms of said provision will be mutually discussed and agreed including to cover costs	Bidder to comply with RFP terms and conditions



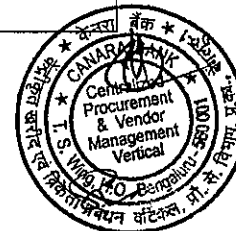
269	45	SECTION G - GENERAL CONDITIONS	17. Hiring of Bank Staff or Ex Staff	The VENDOR/ SERVICE PROVIDER or subcontractor(s) shall not hire any of the existing/ ex/retired employee of the Bank during the contract period or after the closure/termination of contract even if existing/ ex/retired employee actively seek employment from the VENDOR/ SERVICE PROVIDER or sub-contractor(s). The period /duration after the date of resignation/ retirement/ termination after which the existing/ex/retired employee shall be eligible for taking up such employment shall be governed by regulatory guidelines/HR policies of the Bank	Under law in India, It is not feasible to put such restrictions on employment as it narrows down employment opportunities for candidates plus Bidder is a huge organization with multiple business and groups and it will be difficult to monitor the same. Hence request the Bank to reconsider and post selection request the vendor to provide the subcontractor details to comply.	Bidder to comply with RFP terms and conditions
270	45	SECTION G - GENERAL CONDITIONS	15. Service Levels	Refer clause in RFP	Terms of said provision will be mutually discussed and agreed in the final contract	Bidder to comply with RFP terms and conditions
271	45	SECTION G - GENERAL CONDITIONS	16. Business Continuity Plan	16.2. The service provider/vendor shall periodically test the Business Continuity and Management of Disaster Recovery Plan. The Bank may consider joint testing and recovery exercise with the Service provider/vendor	Need clarity on what Bank meant by joint testing though Bank would be invited to participate in Bidder's DR Exercise as applicable based on scope of services	Bidder to align with the bank's DR drill schedule
272	46	SECTION G - GENERAL CONDITIONS	18. Adherence to Banks IS Security/Cyber Security Policies	18.1. VENDOR/ SERVICE PROVIDER shall comply with Bank's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines. 18.2. In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the vendor/Service Provider shall immediately report such incident to the Bank.	Canara Bank will need to share the bank's policies for the bidder's respective teams to evaluate. As part of processing platform, bidder has standard policies/best practices. Requesting bank to change this accordingly. Breaches or incidents are evaluated and mitigation plan is developed depending on the severity and communicated to the bank.	Bidder to comply with RFP terms and conditions
273	46	SECTION G - GENERAL CONDITIONS	19. Protection of Data	19.2 The Vendor/ Service Provider shall process the relevant data at _____ (furnish the location). If the Vendor/ Service Provider proposes any change in data processing location, the same shall be notified to the Bank before the change of location. Vendor/Service provider is required to adhere to RBI guidelines for storage of data in India as per regulatory requirements/instructions, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank.	This will need to be mutually discussed with Canara Bank at the time of contracting, if selected.	Bidder to comply with RFP terms and conditions
274	46	SECTION G - GENERAL CONDITIONS	19. Protection of Data	19.3. Data privacy and security of the customer's personal information shared by the Bank shall always be ensured by Vendor/Service Provider. The personal information of customers shall not be stored and processed by the vendor except certain basic minimal data (viz. name, address, contact details of the customer etc.) as required for the performance of its obligations under this Agreement.	The bidder does not interact directly with the cardholder and only retains data provided by the bank. The bank needs to specify what data will be shared and the retention period. Additionally, please confirm that the bank will obtain the cardholder's consent for sharing this data.	Bidder to comply with RFP terms and conditions
275	46	SECTION G - GENERAL CONDITIONS	19. Protection of Data	19.4. Vendor/Service Provider shall ensure compliance with all applicable law in relation to the services under this agreement and any modifications/changes in the applicable Law by Legislators and/or regulators during the currency of the agreement.	The bidder will comply with laws and regulations as applicable to it. For laws and regulations specific to banks, if they fall within the service domain of the bidder, their implementation will be subject to the necessary change management process. Also, please explain what does 'currency of the agreement' refer to?	Bidder to comply with RFP terms and conditions. Currency of Agreement with respect to Protection of Data refers to "Duration or Timeframe for which the agreement is valid"
276	46	SECTION G - GENERAL CONDITIONS	15. Service Levels	Refer clause in RFP	Terms of said provision will be mutually discussed and agreed in the final contract	Bidder to comply with RFP terms and conditions
277	46	SECTION G - GENERAL CONDITIONS	18. Adherence to Banks IS Security/Cyber Security Policies	Refer clause in RFP	Bidder being a global organisation already follows industry leading best practices-which adhere to the highest standards. Hence urge that this provision be revised to make a reference to the same.	Bidder to comply with RFP terms and conditions
278	46	SECTION G - GENERAL CONDITIONS	19. Protection of Data	19.2 The Vendor/ Service Provider shall process the relevant data at _____ (furnish the location). If the Vendor/ Service Provider proposes any change in data processing location, the same shall be notified to the Bank before the change of location. Vendor/Service provider is required to adhere to RBI guidelines for storage of data in India as per regulatory requirements/instructions, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank.	Certain certified SAR report can be provided for this requirement. Kindly confirm.	Bidder to comply with RFP terms and conditions
279	47	SECTION G - GENERAL CONDITIONS	21. Indemnity	Refer clause in RFP	Terms of said provision will be mutually discussed and agreed in the final contract. Specifically we would request indemnification from Bank as well. Further overall liability of bidder will need to be capped as per mutual agreement and indirect, consequential, special losses/claims need to be excluded.	Bidder to comply with RFP terms and conditions
280	47	SECTION G - GENERAL CONDITIONS	19. Protection of Data	19.7. The Service provider shall ensure compliance with any modifications/changes in the applicable Law by Legislators and/or regulators during the currency of the contract and the contract shall be subject to the applicable law. If any modifications are required in existing applications/services due to change in the applicable Law by the Legislator and/or regulators, the Service provider shall make the necessary changes as per the instructions of the Bank. Payment terms for the modifications/changes necessitated due to change in applicable law shall be mutually agreed between the Bank and the Service provider. For this purpose "Applicable Law" means all the (a), applicable provisions of the constitution, treaties, statutes, laws (including the common law), codes, rules, regulations, ordinances, or orders of any Government Authority of India, Regulators; (b) orders, decisions, injunctions, judgments, awards, decrees, etc., of any Government Authority, Regulators including but not limited to rules, regulations, guidelines, circulars, Frequently Asked Questions (FAQs) and notifications issued by the RBI from time to time; and (c) applicable International treaties, conventions and protocols that become enforceable from time to time.	The bidder will comply with laws and regulations as applicable to it. For laws and regulations specific to banks, if they fall within the service domain of the bidder, their implementation will be subject to the necessary change management process.	Bidder to comply with RFP terms and conditions
281	48	SECTION G - GENERAL CONDITIONS	23. General Conditions to Contract	23.1. The VENDOR/ SERVICE PROVIDER shall during the validity of this contract, provide access to all data, books, records, information, logs, alerts and business premises relevant to the service provided under this agreement to the Bank.	This will need to be mutually discussed with Canara Bank at the time of contracting, if selected. Given this is a shared platform all the data / logs cant be shared.	Bidder to comply with RFP terms and conditions
282	49	SECTION G - GENERAL CONDITIONS	23. General Conditions to Contract	23.3. The VENDOR/ SERVICE PROVIDER shall abide/comply with applicable guidelines issued by RBI on Outsourcing of IT services vide master direction note no:RBI/2023-24/102 DoS.CO.CSITG/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications.	This will need to be mutually discussed with Canara Bank at the time of contracting, if selected. Any commercial impact to be paid by bank as we don't know the extent for the same.	Bidder to comply with RFP terms and conditions



283	50	SECTION G - GENERAL CONDITIONS	23. General Conditions to Contract	23.13. Further Vendor/Service Provider agrees that the guidelines issued by various regulators/government authorities/enforcement agencies etc. from time to time shall form part and parcel of this agreement and shall adhere to the same.	The bidder will comply with laws and regulations as applicable to it. For laws and regulations specific to banks, if they fall within the service domain of the bidder, their implementation will be subject to the necessary change management process.	Bidder to comply with RFP terms and conditions
284	50	SECTION G - GENERAL CONDITIONS	23. General Conditions to Contract	23.13. Further Vendor/Service Provider agrees that the guidelines issued by various regulators/government authorities/enforcement agencies etc. from time to time shall form part and parcel of this agreement and shall adhere to the same	This will only laws/guidelines as applicable to Bidder given its nature of business. Hence the clause needs to be qualified accordingly. However, any commercial impact will need to be paid by bank as we don't know the extent of such.	Bidder to comply with RFP terms and conditions
285	51	SECTION G - GENERAL CONDITIONS	25. Responsibilities of the Bidder	25.6. The selected bidder should abide by guidelines issued by RBI Master Direction on Outsourcing of IT Services.	This will need to be mutually discussed with Canara Bank at the time of contracting which are limited to the solution and service offerings from the bidder, if selected. Also the IT Outsourcing guidelines are getting repeated in clauses 23.3, 25.6, 34.1 & 45.3.	Bidder to comply with RFP terms and conditions
286	51	SECTION G - GENERAL CONDITIONS	25. Responsibilities of the Bidder	25.7. The selected bidder should also abide by the provisions of Digital Data Protection Bill.		NO query, Bidder to comply with RFP terms and conditions
287	51	SECTION G - GENERAL CONDITIONS	25. Responsibilities of the Bidder	25.5. The bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The bidder represents that all software and hardware to be supplied in response to this RFP shall meet the requirement of the solution/service proposed by the bidder. The bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.	Such obligations/terms need to be mutually discussed and agreed between the parties.	Bidder to comply with RFP terms and conditions
288	51	SECTION F - OWNERSHIP & AWARDS OF CONTRACT	25. Responsibilities of the Bidder	25.7. The selected bidder should also abide by the provisions of Digital Data Protection Bill.	This should be Act	Bidder to refer Corrigendum-2
289	52	SECTION G - GENERAL CONDITIONS	31. Social Media Policy	31.1. No person of the Bank or the Vendor/Service Provider and third parties shall violate the Social Media Policy of the Bank.	We don't know bank's social media policy to agree. Request the bank to share its social media policy for bidders to review To be discussed during contracting.	Bidder to comply with RFP terms and conditions. Bidder to refer Bank's Social Media policy available in our website. Link: https://www.canarabank.bank.in/pages/policies-of-bank .
290	52	SECTION G - GENERAL CONDITIONS	25. Responsibilities of the Bidder	25.7. The selected bidder should also abide by the provisions of Digital Data Protection Bill.	The Bill referred here is no more a Bill, and the Act has been passed which is not yet effective. It will be effective when the rules will be issued, and hence the reference to Bill should be removed. The Digital Data Protection Act has anyways been referred in RFP separately. These are completely unknown and hence it will be difficult for us to understand the cost implications for the same and will be considered under standard change management process.	Bidder to refer Corrigendum-2 (To be removed/changed in ATC)
291	53	SECTION G - GENERAL CONDITIONS	34. Bidder Conformity	34.1. Bidder should ensure that, it is complying with applicable guidelines issued by RBI on outsourcing of IT services vide master direction note no: RBI/2023_24/102DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications.	Regulatory guidelines and laws apply directly to bank, we would need to mutually discuss and agree on the applicability and process of adherence to the same. The same principle will apply for any such references given elsewhere in the RFP.	Bidder to comply with RFP terms and conditions
292	53	SECTION G - GENERAL CONDITIONS	34. Bidder Conformity	34.3. Bidder should ensure that, it is complying with applicable guidelines issued by regulatory bodies on Digital Personal Data Protection Act 2023 and its future amendments and communications.	This Act is not yet effective. It will be effective when the rules will be issued, and hence the reference to Bill should be removed. The Digital Data Protection Act has anyways been referred in RFP separately. These are completely unknown and hence it will be difficult for us to understand the cost implications for the same and will be considered under standard change management process.	Bidder to refer Corrigendum-2
293	56	SECTION H - PURCHASE PREFERENCE	3. Procurement through Local Suppliers (Make in India):	3.6. The margin of Purchase preference shall be 20%.	Request Bank to elaborate or provide an example for this clause.	Bidder to refer GOI guidelines for Make in India. (Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 19/07/2024) and subsequent guidelines issued from time to time, if any.
294	57	Annexure-1 Bid Covering Letter	Annexure-1 Bid Covering Letter	Terms of the Bid Covering Letter	Terms of Service (including those contained in the RFP) will be mutually discussed and agreed. Further since we are a multi tenant platform, we do use various subcontractors to perform the services.	Bidder to comply with RFP terms and conditions
295	59	Annexure-2 Pre-Qualification Criteria	Annexure-2 Pre-Qualification Criteria	2. The bidder (including OEM and OSD/OSO, if any) should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 19/07/2024.	There are many softwares including system softwares/hardwares which are part of the processing solution. Requesting bank to confirm that this is only applicable to the bidder.	Bidder to refer GOI guidelines for Make in India. (Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 19/07/2024) and subsequent guidelines issued from time to time, if any.
296	60	Annexure-2 Pre-Qualification Criteria	6, 7 & 8	Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation & Contact number and duly marking a copy to 'dttenders@canarabank.com'	Requesting banks to send reference emails to 'dttenders@canarabank.com' can be cumbersome and time-consuming. Therefore, we kindly request the bank to consider accepting reference emails directly from the bidders. The bank can then validate these references with the respective banks as needed.	Bidders providing satisfactory reference only by means of email to ensure that Client's Email should be from their official Email IDs only, containing their name, designation & Contact number and duly marking a copy to 'dttenders@canarabank.com'
297	71	Annexure-8 Scope of Work	1.3 Integration for Card Personalization (Printing) and Dispatch Management Including Return Management	b) The successful bidder should integrate with Bank's card embossing vendor and the courier company approved by the Bank for providing the status of processing, dispatch, delivery and return management.	Our understanding is that Canara Bank will have their own RTO and bidder will only coordinate with Canara Bank vendors. Please confirm.	Understanding is correct



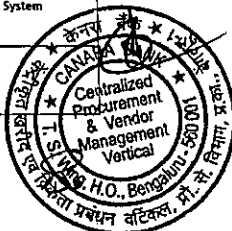
298	73	Annexure-8 Scope of Work	1.6. Generation and Dispatch of Monthly Billing Statement	c) The Successful bidder should provide an option to the customer to choose sending soft copy (e-mail) or hard copy or both (soft copy and hard copy) of statement at any point of time.	The options are available on the banks channels and branches. Requesting bank to store these on the banks DWH to be shared with client on need basis.	Bidder to comply with RFP terms and conditions
299	73	Annexure-8 Scope of Work	1.6. Generation and Dispatch of Monthly Billing Statement	a) Successful bidder shall manage printing and dispatch of physical statements through existing Personalization vendor onboarded by the Bank.	Requesting bank to confirm that the two resources onsite will also manage this activity as the system will generate the files and push it to the bank.	Successful bidder shall manage and coordinate with Bank's Personalization vendor for printing and dispatch of physical statements.
300	73	Annexure-8 Scope of Work	1.6. Generation and Dispatch of Monthly Billing Statement	b) Successful bidder shall provide the statement through e-mail and Whatsapp in password protected PDF format.	The files will be shipped to the bank's servers from which bank will have to automate the process to send the statement to the customer's emails/Whatsapp through bank's email/Whatsapp gateways. Kindly confirm. Bidder cannot send directly. Requesting Bank to take this up as part of their standard customer email / WhatsApp process.	Understanding is correct
301	75	Annexure-8 Scope of Work	2. Reconciliation	2.1. The system shall receive Incoming VISA Base II settlement files, Incoming MasterCard IPM settlement files, Rupay Settlement file, BIN file etc. The system must match its transaction database with Incoming Base II and IPM files.	Dur understanding is that the Bank will decrypt the RuPay settlement files and share the same with the bidder to be picked up by the system. Please confirm.	Understanding is correct
302	78	Annexure-8 Scope of Work	7. Fraud Risk Management	7.7. The system should have API to be consumed by mobile app/portal enabling Cardholder for various self-service functionalities including basic Risk Management activities	Could you please provide a more detailed explanation of the use case for this requirement?	The requirement is to provide API for Card Control functionalities to customer for enabling/disabling channels (ATM, PoS, Ecom, NFC, Domestic/International etc) and Set/Reset limits through various channels.
303	78	Annexure-8 Scope of Work	6. Access Control Services (ACS)	6.7. System should have the provision for integration with Bank SMS, WhatsApp, Email System.	Does the bank have a WhatsApp account? Please clarify what is the flow is expected here? The bidder can integrate with bank's communication services e.g. SMS, Email, WhatsApp server, and bank to ensure availability of gateways for the vendor to integrate.	Bidder to integrate with Bank's Communication system as per Bank's requirement.
304	79	Annexure-8 Scope of Work	7. Fraud Risk Management	7.13. System to be have capability to monitor credit card transactions on a real time basis and in certain criteria leave the transactions in pending stage wherein its neither being approved or declined but a manual intervention is required from the analyst to do that. (e.g. one-dollar transaction on overseas sites)	Please clarify how would this requirement tie in with card scheme requirements to either approve or decline a transaction within a defined time period (i.e. approx. sub-10 seconds)?	System should have the capability to take the confirmation from the customer for transaction approval or decline.
305	79	Annexure-8 Scope of Work	7. Fraud Risk Management	7.20. System should be capable to authorize/decline the transactions based on the Risk Score received in the Transaction.	Please clarify what is the risk score being referred to in this requirement - from the card schemes, from the bidder's fraud detection system, or from an external Canara bank system?	Risk score is something which Card scheme/Networks share in the transaction messages
306	79	Annexure-8 Scope of Work	8. Integrations	8.9. SIEM Integration: System should integrate with SIEM solution for capturing all types of logs for monitoring.	Since this is a shared Infrastructure and hence lot of logs include other banks information as well and hence we don't disclose the logs of one banks with another for security reasons. We can deliberate and see what we can share if at all we have to.	Bank doesn't require the logs pertaining to other entities.
307	80	Annexure-8 Scope of Work	8. Integrations	8.13. Integrations with Tokenization Hub for Add, View and Modification of Tokenized Card.	Here the understanding is these are card validation request coming from visa / Mastercard.	Bidder to integrate with Bank's tokenization system
309	82	Annexure-8 Scope of Work	13. Gap Identification & Resolution	13.4. The selected bidder shall ensure that gaps pointed out by the audit and inspection teams, statutory and regulatory bodies, or any other third party agency engaged by the Bank will be immediately resolved.	This should be basis the resolution and timeline mutually agreed and not immediate and may also have cost implications.	Bidder to comply with RFP terms and conditions
309	82	Annexure-8 Scope of Work	12. Regulatory Requirements	12.1. Any government/ regulatory requirements that impact the provided solution to the Bank need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided by the successful bidder.	The changes that happen in future are may have major impact on the cost. Hence requesting bank to change this clause to mutually agreed costs as we cant estimate the extent of the costs involved. This is how this is operated with every other partner with the bidder	Bidder to comply with this RFP terms. Any changes beyond the scope will have the Change Request process.
310	82	Annexure-8 Scope of Work	12. Regulatory Requirements	12.1. Any government/ regulatory requirements that impact the provided solution to the Bank need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided by the successful bidder. 12.2. Successful bidder shall provide necessary Development, customization and implement changes to meet Bank 's/regulatory requirements during the currency of the Contract. Here the term "Regulator" denotes Reserve Bank of India, Card Networks, Payment Card Industry Council (PCI) and State & Central Government bodies.	Any changes are subject to change management, we do not know the cost that will incur for any future requirements and cannot estimate. Any modifications/updates to Services due to regulatory requirements post the signing of contract shall be subject to mutually agreed terms and conditions.	Bidder to comply with this RFP terms. Any changes beyond the scope will have the Change Request process.
311	82	Annexure-11 Non-Disclosure Agreement	Annexure-11 Non-Disclosure Agreement	Terms of NDA	Bidder confidential information will also be shared with Bank hence the NDA should provide protection for Bidder confidential information as well (meaning it should be a two way document)	Data shared by the bidder will be treated as confidential.
312	85	Annexure-8 Scope of Work	18.9.	18.9. The Successful bidder, upon the written request of the Bank, shall allow the authorized representatives of the Bank (including Internal/external auditors acting on its behalf), Reserve Bank of India or any other Statutory Authority for Inspection, Audit and IS-Audit purposes at all reasonable times, who shall have access to its records relating to performance from time to time and also obtain copies of any audit or inspection or review reports or findings made on the service provided to the Bank.	Any audit or access has to be subject to the bidder's confidentiality and security policies, given that the solution is on shared processing platform.	Bidder to comply with this RFP terms.



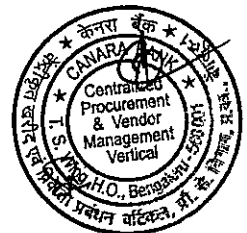
313	85	Annexure-8 Scope of Work	18. Information and Data Security Measures	18.10. The Successful bidder should get the security tested / audited (like Vulnerability Assessment & Penetration Tests and other Security audits as mandated by the Bank) by CERT-IN approved agency on yearly basis and to submit the related compliance certificate to the Bank. The Audit process and submission of the mentioned certificates are mandatory Irrespective of the Architecture of Successful Bidder's Application/Database/(Shared) Physical Hardware Infrastructure.	Request the bank to change this clause to: The Successful bidder should get the security tested / audited (like Vulnerability Assessment & Penetration Tests and other Security audits by CERT-IN approved agency on yearly basis. The Audit process and submission of the mentioned certificates are mandatory Irrespective of the Architecture of Successful Bidder's Application/Database/(Shared) Physical Hardware Infrastructure. Bidder does not share such reports externally. They may be reviewed during the annual audit by Bank	Bidder to comply with this RFP terms.
314	85	Annexure-8 Scope of Work	18. Information and Data Security Measures	18.9. The Successful bidder, upon the written request of the Bank, shall allow the authorized representatives of the Bank (Including Internal/external auditors acting on its behalf), Reserve Bank of India or any other Statutory Authority for Inspection, Audit and IS-Audit purposes at all reasonable times, who shall have access to its records relating to performance from time to time and also obtain copies of any audit or inspection or review reports or findings made on the service provided to the Bank.	Any audit or access has to be subject to the bidder's confidentiality and security policies being a processing platform.	Bidder to comply with this RFP terms.
315	86	Annexure-8 Scope of Work	19. Information and Data Security Measures	18.15. The Successful bidder should have the capabilities to suggest and provide add-on requirements at no additional cost related to Risk Management Requirements for monitoring the Transactions as per the requirement of the Bank to comply with AML guidelines and PML Act 2002 or any other Bank/ Regulatory/ Statutory requirement (MIS, Fraud Alert Reports, Velocity Reports and Add-on Tools, etc.)	The changes that happen in future are may have major impact on the cost. Hence requesting bank to change this clause to mutually agreed costs as we cant estimate the extent of the costs involved. This is how this is operated with every other partner on the bidder However, AML is not bidders responsibility	Bidder to comply with this RFP terms. Any changes beyond the scope will have the Change Request process.
316	86	Annexure-8 Scope of Work	19. Information and Data Security Measures	18.16. The Successful bidder must comply with RBI Master direction on digital payment security controls 2020 - RBI/2020-21/74-DoS.CO.CSITE.SEC. No.1852/31.01.2015/2020-21, PCI DSS Standards, RBI guidelines, Card Network, Bank's IS policy and Procedure, and Cyber Security Policy in key concern areas relevant to the Project. Some of the key area as under:	Given the quoted RBI circular applied to Bank, Bank need to specifically call out the requirements they expect from the bidder instead of keeping the same open and broad. The bidder, being a service provider cannot decide on regulatory requirement applicable to bank.	RFP Terms are self explanatory, Bidder to comply with RFP terms and conditions
317	86	Annexure-8 Scope of Work	18. Information and Data Security Measures	18.16. The Successful bidder must comply with RBI Master direction on digital payment security controls 2020 - RBI/2020-21/74-DoS.CO.CSITE.SEC. No.1852/31.01.2015/2020-21, PCI DSS Standards, RBI guidelines, Card Network, Bank's IS policy and Procedure, and Cyber Security Policy in key concern areas relevant to the Project. Some of the key area as under:	Bidder is not a regulated entity for credit card issuers. All such compliance to the regulatory requirement should be in mutual agreement with the Bank, and associated cost of implementation and as they are applicable to the bidder as service provider.	RFP Terms are self explanatory, Bidder to comply with RFP terms and conditions
318	86	Annexure-8 Scope of Work	18. Information and Data Security Measures	18.15. The Successful bidder should have the capabilities to suggest and provide add-on requirements at no additional cost related to Risk Management Requirements for monitoring the Transactions as per the requirement of the Bank to comply with AML guidelines and PML Act 2002 or any other Bank/ Regulatory/ Statutory requirement (MIS, Fraud Alert Reports, Velocity Reports and Add-on Tools, etc.)	The changes that happen in future are may have major impact on the cost. Hence requesting bank to change this clause to mutually agreed costs as we cant estimate the extent of the costs involved. This is how this is operated with every other partner on the bidder	Bidder to comply with this RFP terms. Any changes beyond the scope will have the Change Request process.
319	86	Annexure-8 Scope of Work	18. Information and Data Security Measures	18.15. The Successful bidder should have the capabilities to suggest and provide add-on requirements at no additional cost related to Risk Management Requirements for monitoring the Transactions as per the requirement of the Bank to comply with AML guidelines and PML Act 2002 or any other Bank/ Regulatory/ Statutory requirement (MIS, Fraud Alert Reports, Velocity Reports and Add-on Tools, etc.)	Given the quoted RBI circular applied to Bank, Bank need to specifically call out the requirements they expect from the bidder instead of keeping the same open and broad. The bidder, being a service provider cannot decide on regulatory requirement applicable to bank.	RFP Terms are self explanatory, Bidder to comply with RFP terms and conditions
320	86	Annexure-8 Scope of Work	18. Information and Data Security Measures	18.29. Successful bidder should submit VAPT Report at least on yearly basis from cert-in empaneled Auditor. VAPT testing should invariably cover compliance with various standards like OWASP.	Request the bank to change this clause to: 19.28. VAPT testing should invariably cover compliance with various standards like OWASP. Bidder does not share such reports externally. They may be reviewed during the annual audit by Bank	Bidder to comply with RFP terms and conditions
321	86	Annexure-8 Scope of Work	18. Information and Data Security Measures	18.14 The Successful bidder should have Business Continuity Plan (BCP) in place and should enclose with the proposal, a certificate confirming the existence of documented BCP and mentioning details of DR location in separate seismic zone. The Infrastructure set up of DR and DC should be the same. The successful bidder should be capable of successfully conducting DR Drill once in a quarter as per RBI guidelines and submit the results to the bank. The DR drill should be conducted for minimum 4 days to 6 days. The Successful bidder should have the capabilities to suggest and provide add-on requirements at no additional cost related to Risk Management Requirements for monitoring the Transactions as per the requirement of the Bank to comply with AML guidelines and PML Act 2002 or any other Bank/ Regulatory/ Statutory requirement (MIS, Fraud Alert Reports, Velocity Reports and Add-on Tools, etc.)	We do not share the Business Continuity Plan/certificate as part of the proposal however we can share the client Business Continuity Management overview letter which covers both Business Resiliency and Technology Recovery. The quarterly DR test seems like a bespoke requirement. As per the RBI's 'Master Direction on Information Technology Governance, Risk, Controls, and Assurance Practices,' periodicity of Disaster Recovery (DR) drills for critical information systems must be conducted at least twice a year, with the drill lasting a minimum of one full working day (24 hours)	Bidder to comply with RFP terms and conditions
322	87	Annexure-8 Scope of Work	19. Information and Data Security Measures	18.22. Successful bidder shall ensure robust surveillance/ monitoring of card transactions (especially overseas cash withdrawals) and setting up of rules and limits commensurate with their risk appetites.	FRM solution is provided to the bank for transaction monitoring which bank can configure the rules basis the bank's business and risk requirements.	RFP Terms are self explanatory, Bidder to comply with RFP terms and conditions
323	87	Annexure-8 Scope of Work	18. Information and Data Security Measures	18.22. Successful bidder shall ensure robust surveillance/ monitoring of card transactions (especially overseas cash withdrawals) and setting up of rules and limits commensurate with their risk appetites.	FRM solution is provided to the bank for transaction monitoring which bank can configure the rules basis the bank's business and risk requirements.	RFP Terms are self explanatory, Bidder to comply with RFP terms and conditions
324	87	Annexure-8 Scope of Work	18. Information and Data Security Measures	18.17. The successful bidder should comply with Payment Card Industry (PCI) prescriptions for comprehensive payment card security as per applicability/ readiness of updated versions of the standards such as - a. PCI-HSM (securing cardholder-authentication applications and processes including key generation, key injection, PIN verification, secure encryption algorithm, etc.); and PCI-S3 for the solution.	Bidder being a processor is PCI-DSS which is overarching on top of PCI-S3. These are required for deploying the same in banks DC in license model. Hence PCI-S3 is not applicable as PCI-DSS prevails.	Bidder to comply with RFP terms and conditions
325	87	Annexure-8 Scope of Work	18. Information and Data Security Measures	18.39. Efficient and effective dispute resolution mechanism and handling of customer grievance; and Successful bidder should be able to implement all security objectives as per PCI DSS Standards, RBI guidelines, Card Network, Cyber Security Policy and Digital Payment Security Control Policy.	To be discussed during the contract, if selected.	Bidder to comply with RFP terms and conditions



326	88	Annexure-8 Scope of Work	18. Information and Data Security Measures	18.29. Successful bidder should submit VAPT Report at least on yearly basis from certified empaneled Auditor. VAPT testing should invariably cover compliance with various standards like OWASP.	Request the bank to change this clause to: 19.28. VAPT testing should invariably cover compliance with various standards like OWASP. Bidder does not share such reports externally. They may be reviewed during the annual audit by Bank	Bidder to comply with RFP terms and conditions
327	89	Annexure-8 Scope of Work	18. Information and Data Security Measures	18.39. Efficient and effective dispute resolution mechanism and handling of customer grievance; and Successful bidder should be able to implement all security objectives of the bank as per Banks Information Security Policy and Procedure and Digital Payment Security Control Policy	Request the bank to change this clause to: 19.38. Efficient and effective dispute resolution mechanism and handling of customer grievance; and Successful bidder should be able to implement all security objectives in accordance with Bidder policies and standards. Service will be provided over shared environment and hence bidder complies with its policies and standards and not that of the client.	Bidder to comply with RFP terms and conditions
328	89	Annexure-8 Scope of Work	9. CAS Portal	J) System should have provision for Customer Grievance Management.	Customer Grievance Management is typically part of consumer channels like mobile banking, Internet banking and not required on the branch portals as per the current requirement. Hence, requesting bank to remove this clause.	Bidder to comply with RFP terms and conditions
329	89	Annexure-8 Scope of Work	19. Data Retention	Retention Period of the data is 5 years and Data Archival Period is 10 years.	Data Retention and archival will be as per regulatory requirements. However, data will be provided on daily basis to the bank for their reporting purposes which can be stored on bank's data warehouse. Kindly confirm.	Bidder to comply with RFP terms and conditions
330	89	Annexure-8 Scope of Work	20. Resources	20. Resources	Our understanding is that the two on-site resources will co-ordinate between the operations team of the bank and the bidder in case of any issues or complaints. Kindly confirm.	Understanding is correct
331	90	Annexure-8 Scope of Work	23. Cloud Security Assessment Checklist	Cloud Security Assessment Checklist	Request the bank to remove this as this is not applicable, as none of the service offerings are hosted on cloud and bidder is not a CSP.	Bidder to comply with this RFP term, if the solution is hosted in Private Cloud the clause is applicable.
332	96	Annexure-9 Technical & Functional Requirements Criteria	Annexure-9 Technical & Functional Requirements Criteria	44. Successful bidder shall provide the statement through e-mail and Whatsapp in password protected PDF format.	The statement to be printed by the bank's printing or perso vendor. Bidder will provide the data.	Bidder to comply with RFP terms and conditions
333	96	Annexure-9 Technical & Functional Requirements Criteria	Annexure-9 Technical & Functional Requirements Criteria	45. The Successful bidder should provide an option to the customer to choose sending soft copy (e-mail) or hard copy or both (soft copy and hard copy) of statement at any point of time.	The options are available on the banks channels and branches. Requesting bank to store these on the banks DWH to be shared with client on need basis.	Bidder to comply with RFP terms and conditions
334	101	Annexure-10 Technical Evaluation Criteria	Annexure-10 Technical Evaluation Criteria	Solution should have maintained atleast 10 Lakh Active Credit Cards in one Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Private Sector Foreign Banks in India during last 1 year as on the date of submission of bid, (OR) Solution should have maintained atleast 20 Lakh Active Credit Cards in one Bank outside India during last 1 year as on the date of submission of bid.	Ideally this should be on processing model only. Kindly confirm.	Bidder to comply with RFP terms and conditions
335	101	Annexure-10 Technical Evaluation Criteria	1, 2, 3 & 4	Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation & Contact number and duly marking a copy to 'dittenders@canarabank.com'	Requesting banks to send reference emails to 'dittenders@canarabank.com' can be cumbersome and time-consuming. Therefore, we kindly request the bank to consider accepting reference emails directly from the bidders. The bank can then validate these references with the respective banks as needed.	Bidders providing satisfactory reference only by means of email to ensure that Client's Email should be from their official Email IDs only, containing their name, designation & Contact number and duly marking a copy to 'dittenders@canarabank.com'
336	103	Annexure-10 Technical Evaluation Criteria	Annexure-10 Technical Evaluation Criteria	Bidder should have valid accreditation as below: 1. Latest Information security ISO/IEC 27001:2022 or above as and when standards updated, 2. ISO/IEC 25010: Software Quality Model 3. ISO/IEC 12207: Software Lifecycle Processes 4. SOC 2 Type II Audit Report 5. ISO 9001 (Quality Management System - QSM) 6. ISO/IEC 20000 (IT Service Management - ITSM)	Requesting Bank to remove the following since these are not relevant 4. ISO/IEC 25010: Software Quality Model 5. ISO/IEC 12207: Software Lifecycle Processes	Bidder to comply with RFP terms and conditions
337	103	Annexure-10 Technical Evaluation Criteria	5. Average of Monthly Financial Transactions (Credit Card Financial transaction count) during the last one year as on the date of submission of bid.	Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation & Contact number and duly marking a copy to 'dittenders@canarabank.com'	Requesting banks to send reference emails to 'dittenders@canarabank.com' can be cumbersome and time-consuming. Therefore, we kindly request the bank to consider accepting reference emails directly from the bidders. The bank can then validate these references with the respective banks as needed.	Bidder to comply with RFP terms and conditions
338	106	Annexure-11 Non-Disclosure Agreement	Annexure-11 Non-Disclosure Agreement	Terms of NDA	Bidder confidential information will also be shared with Bank hence the NDA should provide protection for Bidder confidential information as well (meaning it should be a two way document)	Bidder to comply with RFP terms and conditions
339	107	Annexure-12 Undertaking of Authenticity	Annexure-12 Undertaking of Authenticity	Terms of undertaking	Given that we will be using a multi tenant platform to provide the services, the terms of this undertaking may not apply. Hence we request bank to allow the bidder to suitably modify the same.	Bidder to comply with RFP terms and conditions
340	107	Annexure-12 Undertaking of Authenticity	Annexure-12 Undertaking of Authenticity	In case of default and we are unable to comply with the above at the time of delivery or during installation, for the IT Hardware/Software/Solution/Services already billed, we agree to take back the Hardware/Software/Solution/Services without demur, if already supplied and return the money if any paid to us by you in this regard.	As the solution will be hosted in a multi tenant platform, this is not applicable to us. Request the bank to remove this clause.	Bidder to comply with RFP terms and conditions
341	108	Annexure-13 Compliance Statement	Annexure-13 Compliance Statement	Terms of draft	Terms of the RFP will need to be mutually discussed and agreed. To that extent we must qualify the said draft. We request bank to allow deviations here.	Bidder to comply with RFP terms and conditions
342	109	Annexure-14	C	C. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.	Request the bank to change the Payment Terms to	Bidder to comply with RFP terms and conditions
343	111	Annexure-16 Manufacturer Authorization Form	Annexure-16 Manufacturer Authorization Form	Terms of form	Given that we will be only providing processing services using a multi tenant platform to provide the services, certain terms of this form may not apply. Hence we request to be able to suitably modify the same.	Kindly be noted that Annexure-16 is applicable to System Integrator
344	112	Annexure-17 Bill of Material	Annexure-17 Bill of Material	Annexure-17 Bill of Material	Kindly confirm where should the mention the commercials for yearly guaranteed minimums or as per the volumes whichever is higher in the Bill of Materials. Every hosted platform there is capital investment done and for any specific reason bank intends / has to exit the contract the same need to be protected.	Bidder to comply with RFP terms & conditions



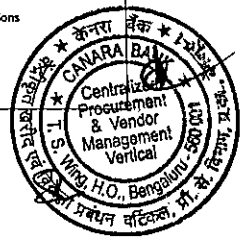
345	117	Annexure -19 (DUE DILIGENCE REPORT)	Generic	Generic	The references in the Annexure 19 are to "Vendor", "Potential Vendor", "Service Provider" - need clarification as to whether these references are to the Bidder or else to any parties engaged/to be engaged by the bidder?	Vendor/ Potential Vendor/ Service provider in terms of the Due diligence report refers to the Bidder
346	120	Annexure-21 Format for submission of Software Bill of Material (SBOM)	Generic	Generic	We are open to share these details post the selection of the vendor. This information is required for audits and can be provided with the relevant data under an NDA given this is a shared platform and applicable to all other issuers on this platform.	Understanding is correct
347	123	Annexure-22 Format for submission of Cryptography Bill of Material (CBOM)	Annexure-21 Format for submission of Software Bill of Material (SBOM)	Annexure-21 Format for submission of Software Bill of Material (SBOM)	We are open to share these details post the selection of the vendor. This information is required for audits and can be provided with the relevant data under an NDA given this is a shared platform and applicable to all other issuers on this platform	Understanding is correct
348	130	Appendix-G DRAFT CONTRACT AGREEMENT	Appendix-G DRAFT CONTRACT AGREEMENT	Contract terms	The terms of the contract will need to be mutually discussed and agreed. Further given the specialised nature of services, we would prefer that our standard draft which is better suited for such services is kindly considered for use.	Bidder to comply with RFP terms and conditions
349	136	Appendix-F Pre Contract Integrity Pact	7. Sanctions for Violations	Refer clause in draft	Bidder should get an opportunity to clarify/cure period before any of the actions as proposed under the said clause are enforced.	Bidder to comply with RFP terms and conditions
350	137	Appendix-F Pre Contract Integrity Pact	Appendix-F Pre Contract Integrity Pact	8. FALL CLAUSE The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.	We cannot take this undertaking as this is breach of confidentiality against other banks/ issuer. The offering is different for every bank in terms of their volumes, scope and service offerings. Hence this is subjective. Bidder will be able to provide services at competitive rates in the market. We cannot however provide any undertaking as sought under this clause. Requesting bank to relook at "The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it will not (excluding any of Bidder's existing customers) supply same product/systems or subsystems/services (provided it's the exact same scope of services, volume, geography, technology, other contractual terms), at a price lower than that offered in the present bid, to any other PSU Bank in India, and if it does, then the Bidder shall make reasonable efforts to offer the same price to the Bank for the remaining term of the Agreement."	Bidder to comply with RFP terms and conditions



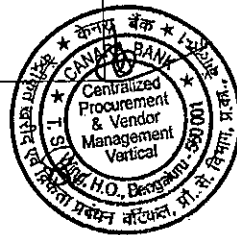
351	138	Appendix-F Pre Contract Integrity Pact	9. INDEPENDENT EXTERNAL MONITORS	9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.	This should be subject to the bidder's confidentiality policy	Bidder to comply with RFP terms and conditions
352	138	Appendix-F Pre Contract Integrity Pact	9. INDEPENDENT EXTERNAL MONITORS	9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the Information and documents of the BIDDER/Subcontractors () with confidentiality.	This should be subject to the bidder's confidentiality policy	Bidder to comply with RFP terms and conditions
353	140	Appendix-G DRAFT CONTRACT AGREEMENT	Appendix-G DRAFT CONTRACT AGREEMENT.	DRAFT CONTRACT AGREEMENT	All the points mentioned above which will form part of the agreement will need to be mutually discussed as per the corresponding comments provided.	Bidder to comply with RFP terms and conditions
354	140	Appendix-G DRAFT CONTRACT AGREEMENT	Appendix-G DRAFT CONTRACT AGREEMENT	DRAFT CONTRACT AGREEMENT	Kindly confirm the actual signed contract will supersede the RFP.	RFP clauses are self explanatory.
355	142	Appendix-G DRAFT CONTRACT AGREEMENT	22. SUB-CONTRACTING	22.1. VENDOR/ SERVICE 22.2. 22.1. PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the BANK. 22.2. Notwithstanding the above or any written consent granted by the Bank for subcontracting the services, the Vendor/Service Provider alone shall be responsible for performance of the services under the contract.	As a multi tenant platform, bidder uses multiple vendors to provide the services hence we should have the leeway to select and onboard vendors. Obviously we will remain fully responsible for the services end to end.	All vendors/service providers may be onboarded as part of SLA. Any change in the vendors/Service Providers at a future date, prior permission is to be obtained from the Bank.
356	148	Appendix-G DRAFT CONTRACT AGREEMENT	30. BUSINESS CONTINUITY PLAN	30.2. The service provider/vendor shall periodically test the Business Continuity and Management of Disaster Recovery Plan. The Bank may consider joint testing and recovery exercise with the Service provider/vendor.	Need clarity on what Bank meant by joint testing though Bank would be invited to participate in bidder's DR Exercise as applicable based on scope of services	Bidder to align with the bank's DR drill schedule
357	62	Annexure 2	Pre-Qualification Criteria	The bidder should have an average annual turnover of Rs.200 Crores during last 3 financial years (i.e., 2022-23, 2023-24 and 2024-25). This must be the individual company turnover and not of any group of companies.	We are a registered MSME under Udyam, hence we seek a complete waiver on turnover. PFA Udyam MSME certificate	RFP Terms are self explanatory, Bidder to comply with RFP terms and conditions
358	62	Annexure 2	Pre-Qualification Criteria	The proposed solution should have maintained atleast 10 Lakh Active credit Cards in one Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Private Sector Foreign Banks in India during last 1 years as on the date of submission of bid.	We have 1 Lakh active credit card/ CLDU with Small Finance banks. As per RBI/ NPCI, CLDU is just a form factor hence the same should be included for this count. The CLMS/CCMS product is the same for CLDU and CCMS. We seek waiver for this criteria	Bidder to comply with RFP terms and conditions



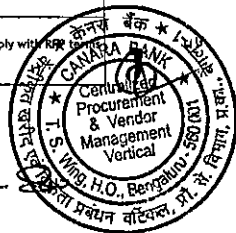
359	62	Annexure 2	Pre-Qualification Criteria	The proposed Solution (hosted In Private Data Centre/ Private Cloud) should have been implemented and being maintained in any Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Private Sector Foreign Banks in India for a period of atleast 3 years as on the date of submission of bid.	We are a new age fintech company Incorporated 3 years ago. Our solutions have been implemented and maintained since the past 1 year. We seek a waiver for this criteria	Bidder to comply with RFP terms and conditions
360	62	Annexure 2	Pre-Qualification Criteria	The proposed Solution should have handled atleast 50 lakhs Monthly Transactions (Credit Card Financial transaction count) in last one year as on the date of bid submission.	We have gone live in the past few months and have already achieved 5 Lakh monthly transactions. We are also including CLOU in the criteria as the CLMS/CMAS product for both requirements are the same	Bidder to comply with RFP terms and conditions
361	1	Bid document	Item category	Comprehensive Credit and Debit Card Management Platform Services for Banks	Clear identification of requirements for both Credit and Debit Card Management Systems will help bidders align their solutions precisely with the Bank's expectations. This transparency ensures that proposals are relevant and comprehensive, reducing the risk of misinterpretation and facilitating a fair evaluation process	Item category: Clearly mentioned in row no: 9 of GeM bid document as Comprehensive Credit and Debit Card Management Platform Services for Banks - Credit Card. Bidder to refer ATC document.
362	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	6. Uptime	6.3 The selected bidder should consider high-availability (active-active) at DC & DR with maximum RPO of 15 minutes and maximum RTO of 120 minutes.	Our understanding is that RTO and RPO metrics are generally associated with Active-Passive disaster recovery configurations, where the secondary site is activated in the event of a failure. In a true Active-Active setup, both sites operate simultaneously, and that already part of requirement on Page 69 point 1.1 General Functional Requirements for Production Environment (DC) Request Bank to clarify whether the expectation is for an Active-Active or Active-Passive DC-DR configuration?	The selected bidder should consider high-availability (active-passive) at DC & DR with maximum RPO of 15 minutes and maximum RTO of 120 minutes.
363	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1.4 Project Timeliness	The selected bidder shall be responsible for PA-DSS certification within 3 months from the date of acceptance of the Purchase Order and PCI-DSS Successful certification/compliance of solution within 6 months from the date of Go-Live at bidder's cost.	We request the Bank to reconsider the requirement for PA-DSS certification for the proposed solution. As platform is offered as a service (SaaS), the applicable security standard is PCI DSS, which comprehensively addresses the security of cardholder data and payment processing environments. PA-DSS was designed for payment applications sold and installed on customer premises and is not mandatory for service-based platforms. We therefore request relaxation of the PA-DSS certification requirement, and confirmation that compliance with PCI DSS alone will be sufficient for this engagement. This approach aligns with current industry practices and regulatory guidance, ensuring robust security while avoiding redundant certification processes.	Bidder to refer the Corrigendum-2 and Comply with RFP terms and conditions.
364	25	SECTION D - BID PROCESS	6. Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD	6.1.The bidder shall furnish Non Interest earning Earnest Money Deposit (EMD) amount as mentioned in the Bid Schedule by way of Demand Draft drawn on any Scheduled Commercial Bank in India in favour of Canara Bank, payable at Bengaluru.	We request Bank to relax this clause and allow vendor to participate without EMD. Waiving the EMD, encourage broader participation, especially from new-age technology providers who may have different financial structures but offer significant value and expertise.	Bidder to comply with RFP terms and conditions. Bidder shall to refer General Terms & Conditions of GeM for EMD submission, return & exemption.
365	59	Annexure - 2	Pre-Qualification Criteria	7. The proposed Solution (hosted In Private Data Centre/ Private Cloud) should have been implemented and being maintained in any Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Private Sector Foreign Banks in India for a period of atleast 3 years as on the date of submission of bid. OR The proposed Solution (hosted In Private Data Centre/ Private Cloud) should have been implemented and being maintained in any Foreign Banks outside India for a period of atleast 3 years as on the date of submission of bid.	We request the Bank to consider flexibility in the Infrastructure deployment model specified in this clause. In line with evolving industry practices and regulatory frameworks, several vendors now offer robust solutions leveraging Public Cloud Infrastructure, often complemented by hybrid models where PI data can be retained within the client's own datacentre. Allowing such models would enable bidders to propose innovative, scalable, and compliant solutions that meet both current and future business needs, while ensuring data residency and regulatory adherence. Hybrid cloud models are widely adopted by leading financial institutions for their scalability, compliance, and future-readiness. Our platform's global deployments demonstrate our capability to deliver secure, compliant, and innovative solutions. Allowing references from advanced hybrid models ensures the Bank benefits from the latest technological advancements. We request Bank to allow platform offered by Public Cloud Infrastructure	Bidder to comply with RFP terms and conditions
366	59	Annexure-2: Pre-Qualification Criteria	point 6	The proposed solution should have maintained atleast 10 Lakh Active credit Cards in one Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Private Sector Foreign Banks in India during last 1 years as on the date of submission of bid. OR The proposed solution should have maintained atleast 20 Lakh Active credit Cards in one Bank outside India during last 1 years as on the date of submission of bid.	In the global market, the implementations for the client are completed by the local or global entity of the OEAL. Hence, request Bank to allow and consider the Global entity (or Parent entity). Global entities often complete implementations through local subsidiaries, but the expertise and resources are consolidated at the group level. Considering global experience ensures the Bank benefits from proven solutions and best practices. Request Bank to revise the clause to allow credentials from Parent Entity	Bidder to comply with RFP terms and conditions
367	59	Annexure-2: Pre-Qualification Criteria	point 7	The proposed Solution (hosted In Private Data Centre/ Private Cloud) should have been implemented and being maintained in any Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Private Sector Foreign Banks in India for a period of atleast 3 years as on the date of submission of bid. OR The proposed Solution (hosted In Private Data Centre/ Private Cloud) should have been implemented and being maintained in any Foreign Banks outside India for a period of atleast 5 years as on the date of submission of bid.	In the global market, the implementations for the client are completed by the local or global entity of the OEAL. Hence, request Bank to allow and consider the Global entity (or Parent entity). Global entities often complete implementations through local subsidiaries, but the expertise and resources are consolidated at the group level. Considering global experience ensures the Bank benefits from proven solutions and best practices. Request Bank to revise the clause to allow credentials from Parent Entity.	Bidder to comply with RFP terms and conditions
368	60	Annexure-2: Pre-Qualification Criteria	point 8	The proposed Solution should have handled atleast 50 lakhs Monthly Transactions (Credit Card Financial transaction count) in last one year as on the date of bid submission.	Checking on the Email format / draft for reference from the client - Client name and address followed by mention of specifying number of credit card financial transactions in the last month this year or specifying number of credit card financial transactions monthly average last quarter this year. - A standardised reference format ensures consistency and facilitates accurate evaluation of bidders' capabilities.	Bidder to refer Corrigendum-2
369	60	Annexure-2: Pre-Qualification Criteria	point 9	The bidder should have an average annual turnover of Rs.200 Crores during last 3 financial years (i.e., 2022-23, 2023-24 and 2024-25). This must be the individual company turnover and not of any group of companies.	We are a rapidly growing Global platform vendor having strong presence and experience of driving some very large deployments relevant to the Bank's requirement. We are keen to submit our proposal and confident that our platform will meet Bank's current & future needs on Credit card issuance. Group-level financials provide a more accurate representation of the bidder's overall stability and capacity to deliver large-scale projects. Many global entities operate through subsidiaries for local compliance, but the financial strength and resources are consolidated at the group level. Request Bank to consider our Group holding entity to financials to comply this requirement	Bidder to comply with RFP terms and conditions



370	69	Card Management System	1.1 General Functional Requirements	o)The system must support VISA/MasterCard/Rupay 3D Secure guidelines and should have at least two Instances in production which is certified for VISA, MasterCard and Rupay. The same should be available for other networks when onboarded.	Is the Bank expecting two Instances in Active - Active mode in DC (Production Environment) of Credit Card Management System?	All card schemes with processing switch having two Instances each in DC & DR site
371	83	Annexure-8 Scope of Work	17, Infrastructure Platform	The bidders have to ensure that the required Infrastructure should be met through private datacenter/private cloud and maintained by vendor duly complying all regulatory norms associated with the type of Implementation. The bidders have to ensure that the Solution provided have appropriate storage and backup meeting the growth requirements. The sizing should be done according to Card business growth. The same should be reviewed periodically.	We request the Bank to consider flexibility in the Infrastructure deployment model specified in this clause. In line with evolving industry practices and regulatory frameworks, several vendors now offer robust solutions leveraging Public Cloud Infrastructure, often complemented by hybrid models where PI data can be retained within the client's own datacentre. Allowing such models would enable bidders to propose innovative, scalable, and compliant solutions that meet both current and future business needs, while ensuring data residency and regulatory adherence. We request Bank to allow platform offered by Public Cloud Infrastructure	Bidder to comply with RFP terms and conditions
372	88	Scope of work	section 20	Successful Bidder has to provide the managed resources which shall be deployed 24*7 at Bank's premises handling day to day operations and issues.	Request bank to share the list of tasks that the managed resource will be expected to perform in the bank's premises. A detailed task list will enable bidders to allocate appropriately skilled resources, ensure compliance with service level agreements, and deliver optimal operational support. This transparency will also facilitate accurate cost estimation and resource planning.	Please be guided by clause no. 20 under Scope of Work in the RFP.
373	95	18, Information and Data Security Measures	18.17 (a)	The successful bidder should comply with Payment Card Industry (PCI) prescriptions for comprehensive payment card security as per applicability/ readiness of updated versions of the standards such as - PCI-HSM (securing cardholder-authentication applications and processes including key generation, key injection, PIN verification, secure encryption algorithm, etc.); and PCI-S3 for the solution.	Request Bank to consider waiving off individual and specific certifications because for many OEMs - It is adhering to the PCI-DSS & PCI-PinSec framework to meet the bank's security expectations but may not have appeared for the specific subsets of the certifications like PCI-S3, PCI-HSM.	Bidder to comply with RFP terms and conditions
374	100	Annexure-10	point 1	The Bidder/OEM should have provided complete implementation experience in at least one Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Private Sector Foreign Banks in India/ Banks outside India as on the date of submission of bid.	In the global market, the implementations for the client are completed by the local or global entity of the OEM. Hence, request Bank to allow and consider the Global entity (or Parent entity) while evaluating all the points under the Annexure 2 : Pre-Qualification Criteria and Annexure-10 (Technical Evaluation Criteria). Global entities often complete implementations through local subsidiaries, but the expertise and resources are consolidated at the group level. Considering global experience ensures the Bank benefits from proven solutions and best practices. Request Bank to revise the clause to allow credentials from Parent Entity.	Bidder to comply with RFP terms and conditions
375	114	Annexure -10 (Technical Evaluation Criteria)	Point 6	Bidder should have valid accreditation as below: Latest Information security ISO/IEC 27001:2022 or above as and when standards updated. ISO/IEC 25010: Software Quality Model ISO/IEC 12207: Software Lifecycle Processes SOC 2 Type II Audit Report ISO 9001(Quality Management System - QSM) ISO/IEC 20000 (IT Service Management - ITSM)	We kindly request a relaxation or acceptance of equivalent globally recognised certifications or processes followed to be considered. We follow robust international standards for information security and payment data protection, which align with industry best practices and regulatory requirements. Such frameworks typically include: •Comprehensive Information Security Management Systems •Secure software development lifecycle controls •Independent audits These measures collectively provide the same level of assurance and operational maturity as the listed certifications. We can also furnish detailed documentation, third-party audit reports, and mappings to demonstrate equivalence and ensure the Bank's security and quality objectives are fully met.	Bidder to refer to Corrigendum-2, Bidder to comply with RFP terms and conditions
376	60	Annexure - 2	Pre-Qualification Criteria	The bidder should have an average annual turnover of Rs.200 Crores during last 3 financial years (i.e., 2022-23, 2023-24 and 2024-25). This must be the individual company turnover and not of any group of companies.	We request to bank to relax the turnover criteria from average 200Cr in the last 3 financial years to 50 Cr in order to ensure fair and maximum participation.	Bidder to comply with RFP terms and conditions.
377	59	Annexure - 2	Pre-Qualification Criteria	The proposed solution should have maintained atleast 10 Lakh Active credit Cards in one Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Private Sector Foreign Banks in India during last 1 years as on the date of submission of bid. (OR) The proposed solution should have maintained atleast 20 Lakh Active credit Cards in one Bank outside India during last 1 years as on the date of submission of bid.	We request the bank to reduce the active credit card base to 50,000 cards for banks in India and 1L for banks outside India	Bidder to comply with RFP terms and conditions
378	116-117	Annexure -19	Due Diligence Report	Due Diligence Report	Kindly clarify whether the Bank requires the bidder to furnish detailed supporting documents/evidence for every declaration point, or whether a Yes/No confirmation in the prescribed format is sufficient at the bid-submission stage. If supporting documents are required, please specify the exact list and whether they must be submitted upfront or only during verification after technical shortlisting.	Bidder to comply with RFP terms and conditions
379	58	Annexure-2	Point 2-Pre-Qualification Criteria	The bidder (Including OEM and OSD/OSO, if any) should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 19/07/2024.	We humbly request the Bank to kindly review and revise the eligibility clause stated as: "The bidder (including OEM and OSD/OSO, if any) should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order dated 19/07/2024." We propose the following modification for better clarity and inclusiveness: "The bidder (including OEM/Authorized Partner/OSD/OSO, if any) should be a Class-I or Class-II Local Supplier as per the Public Procurement (Preference to Make in India) Revised Order dated 19/07/2024." Sarvatra Technologies Pvt. Ltd. is a certified Class-I Local Supplier and one of India's leading payment technology service providers, enabling large-scale UPI, AEPS, IMPS, Debit Card Issuance, and CBDC (Digital Rupee) integration and processing. We are an original manufacturer and issuer of more than 2 million debit cards annually, backed by a fully indigenous and robust technology infrastructure. In line with the Government's Make-in-India vision and to ensure fair participation for competent domestic technology providers, we request the Bank's kind consideration to amend the clause as proposed.	Bidder to comply with RFP terms and conditions



380	60	Annexure-2	Point 9-Pre-qualification Criteria	The bidder should have an average annual turnover of Rs.200 Crores during last 3 financial years (i.e., 2022-23, 2023-24 and 2024-25). This must be the individual company turnover and not of any group of companies.	We request the Bank to kindly review and revise the eligibility clause stated as: "The bidder should have an average annual turnover of Rs.200 Crores during last 3 financial years (i.e., 2022-23, 2023-24 and 2024-25). This must be the individual company turnover and not of any group of companies." We propose the following modification for better clarity and Inclusiveness: "The bidder should have an average annual turnover of Rs.100 Crores during last 3 financial years (i.e., 2022-23, 2023-24 and 2024-25). This must be the individual company turnover and not of any group of companies."	Bidder to comply with RFP terms and conditions.
381	25	Section D- Bid Process	Point 6-Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD	Earnest Money Deposit	We request the bank team to kindly decrease the EMD amount to 75 lakhs.	Bidder to refer Corrigendum-2
382	59	Annexure-2	Point 6-Pre-qualification Criteria	The proposed solution should have maintained atleast 10 Lakh Active credit Cards in one Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Private Sector Foreign Banks in India during last 1 years as on the date of submission of bid. OR The proposed solution should have maintained atleast 20 Lakh Active credit Cards in one Bank outside India during last 1 years as on the date of submission of bid	We request the Bank to kindly review and revise the eligibility clause stated as: "The proposed solution should have maintained atleast 10 Lakh Active credit Cards in one Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Private Sector Foreign Banks in India during last 1 years as on the date of submission of bid." We propose the following modification for better clarity and Inclusiveness: Solution should have maintained atleast 5 Lakh Active Credit Cards in one Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Private Sector Foreign Banks in India during last 1 year as on the date of submission of bid.	Bidder to comply with RFP terms and conditions
383	59	Annexure-2	Point 7-Pre-qualification Criteria	The proposed Solution (hosted in Private Data Centre/ Private Cloud) should have been implemented and being maintained in any Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Private Sector Foreign Banks in India for a period of atleast 3 years as on the date of submission of bid. OR The proposed Solution (hosted in Private Data Centre/ Private Cloud) should have been implemented and being maintained in any Foreign Banks outside India for a period of atleast 5 years as on the date of submission of bid.	We request the Bank to kindly review and revise the eligibility clause stated as: "The proposed Solution (hosted in Private Data Centre/ Private Cloud) should have been implemented and being maintained in any Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Private Sector Foreign Banks in India for a period of atleast 3 years as on the date of submission of bid." We propose the following modification for better clarity and Inclusiveness: The proposed Solution (hosted in Private Data Centre/ Private Cloud) should have been implemented and being maintained in any Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Private Sector Foreign Banks in India for a period of atleast 1 years as on the date of submission of bid.	Bidder to comply with RFP terms and conditions
384	60	Annexure-2	Point 8-Pre-qualification Criteria	The proposed Solution should have handled atleast 50 lakhs Monthly Transactions (Credit Card Financial transaction count) in last one year as on the date of bid submission.	We request the Bank to kindly review and revise the eligibility clause stated as: "The proposed Solution should have handled atleast 50 lakhs Monthly Transactions (Credit Card Financial transaction count) in last one year as on the date of bid submission." We propose the following modification for better clarity and Inclusiveness: The proposed Solution should have handled atleast 20 lakhs Monthly Transactions (Credit Card Financial transaction count) in last one year as on the date of bid submission.	Bidder to comply with RFP terms and conditions
385	13	SECTION B - INTRODUCTION	Scope of Work, Point No.- 8.2	Bank reserves the right to modify the scope due to change in regulatory instructions, market scenario and Internal requirement within the overall objective of RFP. Any guidelines on changes/modifications/enhancements given by RBI/regulatory body's with regard to CCMS solution will be added to the scope of work	As per our understanding, the scope specified in the RFP shall be treated as final and binding for bid evaluation and delivery. We request the Bank to confirm that any new requirements, deviations, or enhancements introduced beyond the published scope will be considered under the Change Request	Bidder to comply with this RFP terms. Any changes beyond the scope will have the Change Request process.
386	13	SECTION B - INTRODUCTION	Scope of Work, Point No.- 8.3	Generic	During the course of the project, there might be related areas which Bank would like the selected bidder to undertake which may not have envisaged earlier	Bidder to comply with this RFP terms. Any changes beyond the scope will have the Change Request process.
387	15	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	Project Timelines, Point No. 1.4	The selected bidder shall be responsible for PA-DSS certification within 3 months from the date of acceptance of the Purchase Order and PCI-DSS Successful certification/compliance of solution within 6 months from the date of Go-Live at bidder's cost.	We request the Bank to kindly note that PA-DSS has been retired effective October 2022 and has been replaced by the PCI Software Security Framework (PCI SSF). Accordingly, we request the Bank to consider PCI SSF compliance in place of PA-DSS	Bidder to refer Corrigendum-2
388	1	Bid Document	EMD Amount	EMD Amount of INR 12.5 Cr	We request the Bank to kindly consider reducing the EMD amount, as the current requirement of ₹12.5 crore is significantly high	Bidder to refer Corrigendum-2
389	60	Annexure-2 Pre-qualification Criteria	Eligibility Criteria No.- 9	The bidder should have an average annual turnover of Rs.200 Crores during last 3 financial years (i.e., 2022-23, 2023-24 and 2024-25). This must be the individual company turnover and not of any group of companies.	We request the Bank to kindly review the average annual turnover eligibility criterion. The current requirement of ₹200 crore for the last three financial years (2022-23, 2023-24, 2024-25) may limit wider participation. We therefore request the Bank to revise this requirement to an average annual turnover of ₹150 crore	Bidder to comply with RFP terms and conditions
390	102	Annexure-10 Technical Evaluation Criteria	Technical Evaluation Criteria No.-6	Bidder should have valid accreditation as below: 1. Latest Information security ISO/IEC 27001:2022 or above as and when standards updated. 2. ISO/IEC 25010: Software Quality Model 3. ISO/IEC 12207: Software Lifecycle Processes 4. SOC 2 Type II Audit Report 5. ISO 9001 (Quality Management System - QSM) 6. ISO/IEC 20000 (IT Service Management - ITSM) Under point no. 6, marks will be allotted based on the number of certifications submitted. However, Successful bidder has to complete all the certifications before Go-Live.	As per the RFP, the successful bidder is required to complete all relevant certifications prior to go-live. This ensures that the Bank's objectives related to software quality, Information security, audit controls, and software lifecycle processes are fully achieved before the system becomes operational. In this scenario, since all required certifications will be mandatorily obtained by the bidder before go-live, we request the Bank to kindly remove this particular technical evaluation criterion, as the Bank's objectives are already assured through the RFP terms	Bidder to refer to Corrigendum-2. Bidder to comply with RFP terms and conditions
391	142	Appendix-G Draft Contract Agreement	Order cancellation/termination of contract Point No. 24.2.1	Delay in delivery beyond the specified period for delivery.	We request the Bank to kindly consider excluding delays arising from third-party dependencies such as network partners, card schemes, or any external agencies from this clause. Such delays are beyond the control of the bidder, and therefore should not be attributed to the bidder in the context of service timelines or penalties	Bidder to comply with RFP terms and conditions
392	18	Section C - Deliverables and Service Levels Agreements	Penalties/Liquidated Damages Point No. 7	Penalties/Liquidated damages for not maintaining uptime	We request the Bank to kindly consider that any delivery delays or downtime arising from third-party dependencies such as network partners, card schemes, or any other external agencies should not be attributed to the bidder. Accordingly, such delays should not be considered while applying penalties, as these factors are beyond the control of the bidder.	Bidder to comply with RFP terms and conditions
393	144	11	SUB-CONTRACTING	11.1. VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the BANK	Can the bidder bring partners for services such as scheme endpoint, and IDS etc.; or is this clause applicable for only manpower services	RFP clauses are self explanatory. Bidder to comply with RFP terms and conditions



394	104	Annexure-10	Point 3	The proposed Solution (hosted in RBI approved Private Data Centre/ Private Cloud) should have been implemented and being maintained in any Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Foreign Banks in India during last three years as on the date of submission of bid.	The scoring methodology mentions "No. of Cloud Implementations:", whereas RFP clause mentions data-center/private-cloud. Please clarify if the implementation can be on hosted solution, or only cloud implementations. We request the clause to be relaxed to consider any kind of hosting.	Bidder to refer Corrigendum-2
395	105	Annexure-10	Point 6	Bidder should have valid accreditation as below: 1. Latest Information security ISO/IEC 27001:2022 or above as and when standards updated, 2. ISO/IEC 25010: Software Quality Model 3. ISO/IEC 12207: Software Lifecycle Processes 4. SOC 2 Type II Audit Report 5. ISO 9001(Quality Management System - QSM) 6. ISO/IEC 20000 (IT Service Management - ITSM)	We request for relaxation of this criteria; as a product company not all of these certificates are applicable. As per the previous RFP, this criteria was amended as following, and request bank to consider the same: Bidder should have valid accreditation as below: Latest Information security ISO/IEC 27001:2022 or above as and when standards updated. ISO 9001(Quality Management System - QSM) ISO/IEC 20000 (IT Service Management - ITSM) SOC 1 Type II Audit Report	Bidder to refer to Corrigendum-2. Bidder to comply with RFP terms and conditions
396	92	23. Cloud Security Assessment Checklist:	Point 1	The CSP for the deployments should be a MeltY (Ministry of Electronics and Information Technology) empanelled Cloud Service Provider	Please provide clarification regarding MeltY empanelment requirement as stipulated in the RFP. Is it a mandatory prerequisite or will an undertaking to obtain MeltY empanelment prior to go-live be considered sufficient.	Bidder to comply with RFP terms and conditions
397	103	Annexure-10	Point 1	The Bidder/OEM should have provided complete implementation experience in atleast one Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Private Sector Foreign Banks in India/ Banks outside India as on the date of submission of bid.	We request the clause to consider payment entities outside India	Bidder to comply with RFP terms and conditions
398	103	Annexure-10	Point 2	Solution should have maintained atleast 10 Lakh Active Credit Cards in one Public Sector Banks (PSBs)/ Private Sector Indian Banks/ NBFC/ Private Sector Foreign Banks in India during last 1 year as on the date of submission of bid.	We request the clause to consider payment entities outside India	Bidder to comply with RFP terms and conditions
399	59,60	Annexure-2	PQ Clause (Active Cards)	"Proposed solution should have maintained at least 20 lakh active credit cards in one Bank outside India in last 1 year."	Our OEM is an established international solution provider with large-scale global implementations. Since the OEM is overseas and meets all scale and regulatory requirements, we request confirmation that international implementations will be accepted in full to meet this criteria.	International implementation in Foreign Banks will be considered as per the RFP terms and conditions.
400	59,60	Annexure-2	PQ Clause (Hosting Experience)	"Solution hosted in Private DC/Private Cloud should have been implemented in India for 3 years OR in Foreign Bank for 5 years."	Our OEM's solution has been hosted outside India for more than 5 years in certified and regulated environments. We request confirmation that overseas hosting experience of the OEM will be accepted as fully compliant, even when hosting is not located in India.	International implementation in Foreign Banks will be considered as per the RFP terms and conditions.
401	59,60	Annexure-2	PQ Clause (Transaction Count)(No relaxation requested)	"Solution should have handled at least 50 lakh monthly transactions in the last 1 year."	We confirm that we will comply with the volume requirement as specified. No relaxation requested. This query is only to reconfirm that international transaction references are acceptable, since the clause already permits overseas references.	International implementation in Foreign Banks will be considered as per the RFP terms and conditions.
402	59,60	Annexure-2	Local Supplier (Make in India - PPP-MI)	"Bidder (including OEM) should be Class-I or Class-II Local Supplier under PPP-MI Order 2024."	The bidder is an Indian entity delivering and supporting the solution domestically, while the OEM is overseas. Request clarification that the bidder's local value addition will determine local supplier classification, and OEM's foreign status will not impact overall eligibility.	Both Bidder as well as OEM should be Class-I or Class-II Local Supplier under PPP-MI Order 2024."
403	59,60	Section B	Bidder-OEM Structure	Relationship of Bidder & OEM for PQ criteria	As the OEM is overseas but the bidder is the India-registered contracting entity, we request confirmation that OEM's international implementation credentials will be considered for all solution related PQ requirements, while bidder-related eligibility (legal, financial, turnover, etc.) will apply only to the bidder.	Bidder to ensure that the proposed solutions should have been internationally implemented in Foreign Bank only.
404	59,60	Annexure-2	Hosting & Implementation Category	Bank/NBFC/Foreign Bank requirement	We request clarification whether implementations in globally regulated financial institutions (Non-Bank Financial Entities) can be considered, provided they meet or exceed the same security, compliance, and operational scale as banks.	Bidder to ensure that the proposed solutions should have been internationally implemented in Foreign Bank only.

Date: 22-12-2025

Place: Bangalore

DEPUTY GENERAL MANAGER