

The Punjab State Cooperative Bank Ltd, Chandigarh

RFP Notice No. PSCB/IT/MobileBanking/2018/02

For Implementation, Operation and Maintenance of Mobile Banking Solution for PSCB Chandigarh on OPEX Basis

In response to the queries raised by prospective Bidders through email, following decisions were taken by the Bank. All such queries are hereby replied to as under and accordingly the RFP stands modified:

1. Mindgate Solutions Pvt Ltd New Delhi Mob : +91-9810711439				
Page No.	Clause No.	Clause	Clarification requested by the bidder	Decision
16	4.1.5	The Bidder should have implemented Mobile Banking Solution, in at least 1 Bank. Please attach supporting documents as Annexure-5	We are one of the leading mobile payment & Switching Application provider to leading Banks in India. The payments such as utility bill, merchant & P2P transactions currently covered in Mobile Banking Solutions are tightly wrapped with our UPI platform and non-financial transactions can be built in to the mobile Banking model. Hence we request the Bank to consider our experience in Unified Payment switching capability as an experience of wrapping with mobile Banking solution implementation experience.	No Change.
2. FSS A Payment systems company 1 st Floor, Kalpataru Prime, Nehru Nagar, Wagle Industrial Estate, Thane (W) Mumbai – 400 607, India				
Page No.	Clause No.	Clause	Clarification requested by the bidder	Decision
16	4.1.4	4.1.4 The Bidder should have positive net worth in last 3 FY.	We assume that last 3 FY means FY 15, FY 16, FY 17, Request bank to confirm	Clarified. The FY means years (2014-15, 2015-16 and 2016-17) as mentioned in clause 4.1.3 of RFP No change.

16	4.1.4	Relevant audited financial certificates by an authorized CA must be provided as Annexure-4.	We assume that audited financial certificates means audited financial statements, request bank to clarify.	Audited financial statements are also okay. No change.
22	4.20	4.20 LIMITATION OF LIABILITY Notwithstanding anything to the contrary contained in the contract, the Bidder's aggregate liability arising out of or in connection with the contract, whether based on contract, tort, statutory warranty or otherwise, be limited to the amount actually paid by the Bank to the Bidder in respect of the services that are subject matter of a claim, subject to a maximum of 100% of the contract value. The Bidder shall not be liable for any special, indirect, incidental or consequential damages of any kind including but not limited to loss of use, data, profit, income, business, anticipated savings, reputation, and more generally, any loss of an economic or financial nature, whether these may be deemed as consequential or arising directly and naturally from the incident giving rise to the claim.	Bidder requests that the liability may be capped at 10% of the contract value. Bidder requests that the rates may be negotiated during contract award stage.	No Change.
19	4.7 Responsibilities Of The Bank	The Bank(s) shall provide appropriate environmental conditions, necessary power facilities for the system, access to the premises, a secure equipment storage area and suitable conditions for the Bidder's workers.	We understand that the solution to be provided on Hosted model at bidders premises, request bank to clarify about the relevance of this clause.	Bank will provide necessary facilities and conditions if required by the bidder at the bank. But the Bidder will host the services at their own premises. No Change.
19	4.8 Schedule of Payment	4.8.1 70% of the one-time charges payable as quoted will be paid on Successful completion of UAT. 4.8.2 20% of the one-time charges payable as quoted will be paid against a performance bank guarantee (as per the format prescribed by the Bank) for the value, valid for three years contract period. 4.8.3 10% of the order value will be paid on	Request bank to modify this clause as follows: 4.8.1 90% of the one-time charges payable as quoted will be paid on Successful completion of UAT. 4.8.2 10% of the order value will be paid on Go-Live.	No Change.

		Go-Live.		
19	4.8 Schedule of Payment	4.8.4 Recurring charges shall be payable on post-paid basis within 30 days of submission of the bills every Quarter and issuing of successful certification by the Bank(s) / Consultant for the same.	Request bank to pay recurring charges on monthly basis as the bidder will be incurring the cost on monthly basis	No Change.
20	4.12	4.12 PENALTIES	Since there are multiple dependencies be it FSS, Bank or NPCI in certification / testing we would request for relaxation on this clause and further can be discussed during agreement stage	The Force Majeure clause covers this eventuality. No Change.
20	4.13	4.13 TERMINATION OF CONTRACT The Bank reserves a right to cancel / terminate the contract, in whole or in part, at any time of its convenience during the contract period by serving prior written notice to the Bidder. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.	Bidder requests deletion of termination for convenience. Any and all termination shall be for cause and with a cure period of 90 days to the Bidder.	No Change.
20	4.13	4.13 TERMINATION OF CONTRACT	Bidder requests mutual termination right for cause.	No Change.
21	4.15 Performanc e Guarantee	The selected vendor shall furnish unconditional and irrevocable Bank Guarantee @ 20% of the onetime payment to be made to the vendor....	Request bank to consider 10% of onetime payment for guarantee as per the standard industry practice	No Change.
21	4.16	4.16 INDEMNITY 4.16.1 The Bidder(s) shall indemnify the Bank against all third party claims of infringement of Intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the Goods, or any part thereof in India.	Bidder requests that Bidder's obligation to indemnify shall not be applicable if the claim arises due to i. use not in line with the agreement ii. Use in combination with infringing materials and iii. Alterations or modification not authorized by the Bidder.	No Change.

21	4.17	<p>4.17 CONFIDENTIALITY 4.17.1 The Bidder shall not, and without the Bank's prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith to any person other than a person employed by the Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. 4.17.2 The Bidder shall not without the Bank's prior written consent, make use of any document or information.</p>	<p>Bidder requests for mutual confidentiality obligations. The proposal to be submitted by the Bidder would contain proprietary information of the Bidder and the ownership of the same shall be with the Bidder. The Bank may use the proposal for the sole purpose of evaluating the Bidder w.r.t. RFP.</p>	No Change.
22	4.19 Trainings	<p>This training can be arranged at the premises of the Bidder or at the Bank. At least ten employees need to be trained by the Bidder who shall be identified by the Bank and shall comprise of people having different levels of qualifications and responsibilities. The final training schedule shall be decided according to a mutually agreed time table before the work order is finally placed.</p>	<p>Request bank to provide details of duration, frequency and time period for training.</p>	No Change.
22	4.23	<p>4.23 ARBITRATION All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitrator to be appointed by The Managing Director, The Punjab State Cooperative Bank Ltd, Chandigarh. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and Conciliation Act, 1966 or by statutory modification/re-enactment thereof for the time being in force. Such arbitration shall be held at Chandigarh.</p>	<p>Bidder requests that arbitration shall be conducted by the sole arbitrator to be mutually appointed by the parties. Bidder also requests for, Chennai as the seat of arbitration.</p>	No Change.

23	4.24	4.24 APPLICABLE LAWS & JURISDICTION OF COURTS In all matters and disputes arising hereunder, shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts having jurisdiction in Chandigarh.	Bidder requests without prejudice to the arbitration proceedings for Chennai jurisdiction.	No Change.
	General		Bidder requests that the final binding agreement to be entered between the parties after contract award shall be negotiated mutually considering the interests of both parties and may include all legal clauses such as IP, Indemnity, Confidentiality, Limitation of Liability, Non-solicitation etc.	No Change.
24	5.2 Scope of Work	The bidder will supply, install, implement and maintain Mobile Banking Solution for Bank's customers.	We understand that the solution to be provided on Hosted model at bidders premises, request bank to clarify	Bank will provide necessary facilities and conditions if required by the bidder at the bank. But the Bidder will host the services at their own premises. No Change.
24	5.2 Scope of Work	g. Total number of financial transactions expected is 25,00,000 (only for PSCB) for the entire period of 3 years. This number shall be assumed as the notional quantity for evaluation of the commercial offers, however, payment shall be made as per actual only during each quarter. h. Total number of non-financial transactions expected is 10,00,000 (only for PSCB) for the entire period of 3 years. This number shall be assumed as the notional quantity for evaluation of the commercial offers, however, payment shall be made as per actual only during each quarter.	Request bank to provide break up of transaction (both Financial + non-financial) details for 3 years	Financial and Non-Financial Transactions are assumed to evaluate the bid. This is a notional quantity for evaluation of the commercial offers, however, payment shall be made as per actual only during each quarter. Clarified. No Change.
24	5.2 Scope of Work	Bidder shall be responsible for complete solution and no space will be provided by the bank for deploying the servers at their premises. As this RFP is solicited on OPEX basis therefore bidder should use their own infrastructure to provide the service	We understand that the solution to be provided on Hosted model at bidders premises, request bank to clarify	The Bidder is responsible for hosting the solution at its premises. Clarified. No Change.

24	5.3 -C: Functional Requireme nts	Mobile Banking application should be on the following platforms including, but not limited to: IMPS Switch, UPI/BHIM, BBPS	Please confirm whether the bank has already implemented IMPS, UPI & BBPS switches	Not yet. The solution needs to be compatible to these services as the Bank has immediate plans to do so. Clarified. No Change.
25	5.3 -D3- 1to6: Support/ Request Services	Request for ATM Debit card Request for Internet Banking (Registration / Password Re-generation) Request for TDS statement Stop cheque Revoke cheque Request for Cheque book	We understand that bank shall be providing APIs for processing mentioned requests. If so, please confirm whether APIs will be online or offline APIs	Yes, online APIs. Clarified. No Change.
24 & 25	5.3-C-4: SMS Gateway 5.3 -D3- 7&8: Support/ Request Services	Email alert configuration , SMS Alert configuration	Please confirm whether bank shall be providing the APIs for sending emails / SMS or the infrastructure needs to be managed by Bidder	The infrastructure needs to be owned and managed by the Bidder. Clarified. No Change.
27	5.3-F-9:	Application platform support for native, hybrid-web, hybrid combination (hybrid with additional native UI and code capability) and mobile web app	Requesting bank to provide more information / inputs on this requirement	Ambiguous query. No change.
36	6.7 PROFORMA COMMERCIAL AL BID	Note:- One-time payment cost to be paid for PSCB, the same shall be paid for each associated DCCB as and when mobile banking solution is implemented for them. The recurring charges per transaction shall also remain same for them.	Request bank to remove this clause. Commercials for DCCBs will be based on the mutually agreed between bank and the bidder	No Change.
25	General		We understand that this will be fresh implementation and no migration of users, data is required during implementation. - please confirm whether our understanding is correct	Yes. Clarified. No Change.
3. In-Solutions Global Limited 601/602/618, Palm Spring, Link Road, Malad (W), Mumbai – 400 064				

Page No.	Clause No.	Clause	Clarification requested by the bidder	Decision
16	4.1 / ELIGIBILITY CRITERIA / 4.1.5	The Bidder should have implemented Mobile Banking Solution, in at least 1 Bank.	Request the bank to consider the experience of providing Mobile App based solution for credit card operations provided at least to 1 Bank.	No Change.
16	4.1 / ELIGIBILITY CRITERIA / 4.1.6	The Bidder should have successfully implemented mobility solution in at least 3 Banks / NBFC / MFI in India.	Request the bank to consider the experience mobility solution for credit card operations provided at least to 3 Banks.	No Change.
25	5.3 FUNCTIONAL REQUIREMENTS / A	Mobile Banking application should be on the following platforms including, but not limited to: <ol style="list-style-type: none"> 1. Android 2. iPhone/iOS 	Request the Bank to specify the other Mobile platforms on which it should be done.	No Change.
25	5.3 FUNCTIONAL REQUIREMENTS / C	Application to integrate seamlessly with following Banking systems: <ol style="list-style-type: none"> 1. Core Banking solution 2. ATM switch 3. Internet Banking 4. SMS Gateway 5. IMPS Switch 6. UPI/BHIM 7. BBPS (Bharat Bill Payment System) 	Request the bank to provide the integration methods for each Application/Switch.	The API will be provided by the bank. Clarified. No Change. All the cost if any towards the API charged by the existing service providers will be borne by the prospective bidders. This cost should be included in the one time cost.
26	5.3 FUNCTIONAL REQUIREMENTS / D3	Support / Request Services	Request the bank to clarify whether the vendor needs to integrate this with the CRM? Also let us know whether the bank has a CRM?	No.

26	5.3 FUNCTIONAL REQUIREMENTS / D5	Personalization	Request the Bank to elaborate the scope of work required in Customer originated grouping of default transactions	Self-explanatory and standard practice.
26	5.3 FUNCTIONAL REQUIREMENTS / E1	Registration & Downloading mobile banking application	Request the Bank to elaborate the requirements in registration methods mentioned as Branch, ATM, Internet Banking, SMS request for registration, Multi- function kiosk, Web portal, Contact Centre / IVR Referral by active Mobile banking users	Self-explanatory and standard practice.
27	5.3 FUNCTIONAL REQUIREMENTS / F/9	Application platform support for native, hybrid-web, hybrid combination (hybrid with additional native UI and code capability) and mobile web app	Request the bank to specify the expectation on the platform - Hybrid or native? And also does the vendor need to build the web portal or just a mobile app.	Ambiguous query. No change.
		General	<ol style="list-style-type: none"> 1. Does the vendor need to create UPI switch or the bank has its own switch? 2. For BBPS - Does the vendor need to integrate with existing solution or it needs to be created as a part of this proposal? 3. Request the bank to provide the detailed requirements in Application capability to work on encrypted /non- encrypted mode 4. Request the bank to provide the name of the CBS. 	<ol style="list-style-type: none"> 1. No. 2. No. 3. Standard banking practice. 4. Finnacle hosted and maintained by M/s Wipro Ltd. Clarified.
4. C-Edge Technologies Ltd				
Page No.	Clause No.	Clause	Clarification requested by the bidder	Decision
17	4.2.9	It is implicit that the Bidder has guaranteed that all the equipment supplied is original & new including all its components and as per the technical specifications. All the hardware and software supplied is licensed and legally obtained in the name of the Bank.	Request bank to clarify whether solution to be implemented in Banks DC & DR or Bidders DC & DR	The solution has to be implemented at the Bidder's DC and DR. Clarified. No Change.

17	4.2.9	It is implicit that the Bidder has guaranteed that all the equipment supplied is original & new including all its components and as per the technical specifications. All the hardware and software supplied is licensed and legally obtained in the name of the Bank.	Request bank to clarify if solution to be deployed in Bidders DC & DR network connectivity between Banks DC & DR will be responsibility of bank or bidder?	The solution has to be implemented at the Bidder's DC and DR and connectivity between DC and DR will be the responsibility of the bidder. Clarified. No Change.
17	4.2.9	It is implicit that the Bidder has guaranteed that all the equipment supplied is original & new including all its components and as per the technical specifications. All the hardware and software supplied is licensed and legally obtained in the name of the Bank.	Request bank to clarify whether solution to be implemented on Dedicated infrastructure Setup of on a shared basis (ASP Model). As we are already providing mobile banking service to the multiple banks on the shared infrastructure which is secured as well as very cost effective model.	Yes. The clause is dropped.
17	4.2.9	It is implicit that the Bidder has guaranteed that all the equipment supplied is original & new including all its components and as per the technical specifications. All the hardware and software supplied is licensed and legally obtained in the name of the Bank.	Request bank to clarify whether Hardware, OS, DB, Cabling, network connectivity, switches, & other network peripherals will be provided by bidder or bank. If yes kindly make needed changes in the commercials.	Hardware, OS, DB, Cabling, network connectivity, switches, & other network peripherals will be provided by bidder. Clarified. No Change.
36	6.7	PROFORMA COMMERCIAL BID	Request Bank to provide a row for quoting a monthly commitment charges for the mobile banking solution as the solution needs to be maintained in the secured environment with a post implementation support & reports.	No Change.
		General	Request bank to provide whether any kind of onsite support needed for the project in banks HO, DC & DR. If yes kindly provide the number of resources required & shifts for the same & also necessary changes in the commercial Format.	Not needed.
		General	Bidder scope will only be up to mobile banking solution bank needs to provide services like IMPS BBPS etc. with all the statutory compliances & charges to be paid by the bank.	Yes. No change.
5. Finacus Solutions Pvt. Ltd. 7 C, Senior Estate, Near Sona Udyog,				

**Parsi Panchayat Road,
Andheri (East),
Mumbai - 400069, Maharashtra, India**

Page No.	Clause No.	Clause	Clarification requested by the bidder	Decision
14	3.4.4 (ii)	The details of Rate Schedule for all the goods and services under all the components of this Request for Proposal for which the Bidder is intending to quote, as given in Sections 6.8. The rates in these schedules shall be applicable in case the quantities of a particular order vary from those mentioned in relevant Technical Specifications. In case the consolidated rates quoted in the Prescribed Quotation Proforma as given in Section 6.7 differ from the rate schedule, as given in Sections 6.8; later shall prevail.	Section 6.8 not provided by the bank in the RFP Document.	This is a typographical error. The document stands amended to that extent.
17	4.2.9	General Condition: It is implicit that the Bidder has guaranteed that all the equipment supplied is original & new including all its components and as per the technical specifications. All the hardware and software supplied is licensed and legally obtained in the name of the Bank.	As Bank wants to Implement Mobile Banking Solution on OPEX Model, this clause stands irrelevant.	Yes. The clause is dropped.
18	4.4.13	Bid Rejection Criteria: In case the hardware/software proposed by the Bidder is found not compatible with the existing setup in the Bank	As Banks wants to Implement Mobile Banking Solution on OPEX Model, this clause stands irrelevant.	No change.
24	5.2 (b)	The scope of Work: The Bidder / Solution provider will execute the end-to-end scope, including Integration with CBS, Hosting, Connectivity between DC and DR	The bank should share API from CBS Vendor for Integration.	The API will be provided by the bank. Clarified. No Change. All the cost if any towards the API charged by the existing service providers will be borne by the

				prospective bidders. This cost should be included in the one time cost.
25	5.3 (C)	Application to integrate seamlessly with following Banking systems: <ol style="list-style-type: none"> 1. Core Banking solution 2. ATM switch 3. Internet Banking 4. SMS Gateway 5. IMPS Switch 6. UPI/BHIM 7. BBPS (Bharat Bill Payment System) 	Bidder request to Bank kindly share vendor details and The Bank should share API from the respective Vendor for Integration.	The selected vendor/bidder will be provided the details. The APIs will be shared by the bank. No change. All the cost if any towards the API charged by the existing service providers will be borne by the prospective bidders. This cost should be included in the one time cost.
19	4.8	Schedule of Payment No payment will be made in advance for any supplies under this invitation for bid	The bidder will request Bank to release 50% of the One-time charges along with work order or purchase order	No Change.
21	4.15	Performance Guarantee The selected vendor shall furnish unconditional and irrevocable Bank Guarantee @ 20% of the one-time payment to be made to the vendor (excluding the recurring charges).	The bidder will request Bank to change the clause as "The selected vendor shall furnish unconditional and irrevocable Bank Guarantee @ 10% of the one-time payment to be made to the vendor (excluding the recurring charges)."	No Change.
		Bill of Material Following is the exhaustive bill of material with makes and part numbers.	As Banks wants to Implement Mobile Banking Solution on OPEX Model, this statement stands irrelevant.	This is bill of material cum compliance sheet. The description of it specifies that "Please copy all the functional requirements specified in this RFP." Clarified. No Change.
6. Network People Services Technologies Private Limited				

16	4.1.1 ELIGIBILITY CRITERIA	The Bidder should be a registered IT company in India under Companies Act 1956 and should have been in operation for at least Five years as on date of RFP	We request you to change the clause as follows- "The Bidder should be a registered IT company in India under Companies Act 1956 and should have been in operation for at least Five years as on submission date of RFP"	Self-explanatory. No Change.
Page 8, Para 1	Preamble	The objective of this Request for Proposal (RFP) is to short list vendors for Implementation, Operation and Maintenance of Mobile Banking Solution for PSCB Chandigarh on OPEX Basis	We understand that Bank would select L1 Bidder as Successful Bidder. Tender is floated for selection for Final Bidder not for Shortlisting of Mobile Banking Vendor. Please confirm.	Bank would select the L1 Bidder as Successful Bidder. The tender is for selection of final bidder. Clarified. No Change.
Page 8, Para 1	Preamble	The Bank and its affiliated DCCBs are fully automated with CBS (Finacle) running in all its branches as a service provided by M/s Wipro Ltd.	From this clause we understand that PSCB & all DCCB are using Finacle CBS and DCCB & PSCB have individual database. Please confirm.	Yes PCCB is using Finacle CBS for it's DCCBs with separate database instances. Clarified. No Change.
Page 19, Para 4.7	RESPONSIBILITIES OF THE BANK	On day to day basis the officials of the Bank shall help the engineers deputed by the Bidder for the job in their capacity	Bank has asked for the Solution Implementation on OPEX Model. Successful bidder can manage the complete activity from any location. Then what would be the use of Engineer's deployment at Bank's Premises? Is Onsite support part of Scope of Work? Please confirm.	Yes, as and when required.
20	4.9 Time Schedule	The detailed schedule will be specified by the Bank at the time of placing supply / work orders after due consultation with the successful Bidder(s).	We request to share the Time Schedule for Complete product delivery as it would be helpful for Commercial estimation. Is bank ready to accept the time schedule shared by Successful Bidder?	It will be decided in mutual agreement. No Change.
24	5.2.f	Approximately 25,000 users / customers of PSCB are expected to use the Mobile Banking solution	Expected number of users is for 3 years or only for one year, please confirm.	It is the Total approximate number of customers expected to use the solution today. The number might increase in three years.
28	I.1	Mandatory compliance of the mobile banking application with the PA-DSS guidelines/standards	Our solution is live in one of the largest public sector bank having 7000+ branches and since last three years. We are providing activation service through Debit card to customers. The same is implemented in generic model of UPI across industry. None of these products require PA-DSS certification. Instead, it relies/depends on ATM	Relaxed. The document stands amended to that extent.

			<p>switch which needs PCI-DSS compliance. We are not storing the Card Details anywhere in our solution. It is confirmed by security auditors that we don't need PA-DSS certificate in order to deliver this product.</p> <p>Request you to relax this criteria as the certification need is for ATM switch and not the MBS/IMPS product</p>	
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