

S.No.	Page No. of RFP	Clause No.	RFP Clause	Bidder's Query	Response By Bank
1	7	2.1. Document Control Sheet	Last date of submission of Bids 1600 Hrs. on 27/06/2023.	request the bank to take online bid submission if possible.	The clause will remain same as per RFP.
2	61	Section V – Bid Submission Format	Financial Details (as per audited Balance Sheets) (in Cr) 18 Turn Over (from data centre operations)	Please clarify on Turn Over from Data Centre Operations from Indian Operations.	Revenue generated from Data Centre Operations in India.
3	37	5.1. Broad Outlines of Scope of Work	To enhance online processing security, multi factor authentication and alerts (like SMS, e-mail, etc.) should be applied in respect of all payment transactions (including debits and credits), creation of new account linkages (addition/ modification/ deletion of beneficiaries), changing account details or revision to fund transfer limits.	multi factor authentication and alerts, whether the cost will be bourn by bank. As this is not included in Commercial format.	Multi factor authentication and alerts will be features of proposed solution.
4	General Query	Commercials.	General Query	We request the bank to think on Hosted Model. Instead of License Model.	The clause will remain same as per RFP.
5	Page No. 23 / Section No. 4.31	12 (Point No. 12 of Eligibility Criteria)	Bidder/OEM must have implemented the proposed solution for Design, Development, Integration & Implementation of Mobile Banking Application and its Operations and Maintenance in at least One Scheduled Commercial Banks/RRBs/ Public Sector Bank/ Private Bank/ Co-Operative Bank* in India. *The Co-Operative Bank must have the following criteria as on 31.03.2023. i) Branch Operations in at least three states in India. ii) Total Business of Rs. 25,000 crore or above in India. Copy of proof must be enclosed for both Point No i and ii)	Kindly also include those Co-operative banks in eligibility which have single state branch operations as mostly cooperative banks have single state branch operations. Our Mobile Banking Application is operational in Pune DCB which is having 300 branches, 50000 Crore business and 50000 mobile banking users.	The clause will remain same as per RFP.

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6	35	In view of the proliferation of cyber-attacks and their potential consequences, ensure that the proposed solution shall comply with the following security principles and practices for the authentication of mobile banking transactions:	1. All mobile banking transactions involving debit to the account shall be permitted only by validation through a two factor authentication. 2. One of the factors of authentication shall be mPIN or any higher standard. 3. Where mPIN is used, end to end encryption of the mPIN is desirable. 4. The mPIN shall be stored in a secure environment. 5. Login PIN, mPIN should not be in clear text anywhere in the network or the system.	a) What is the required length of the PIN ? B) If the mPIN is not in clear text format then how is this required ?	a) Length will be 4 to 6. b) Encryption of mPIN is required.
7	38	5.1. Broad Outlines of Scope of Work	The application should have high availability in both DC and DR. DC to DR replication to be configured by the Bidder.	Should DC & DR be provided by the bidder ?	Hardware sizing is to be provided.
8	38	5.1. Broad Outlines of Scope of Work	The proposed solution shall have comprehensive settlement and financial transaction data that needs reconciliation and complaint redressal mechanism.	a) How can the reconciliation happen quickly ? B) Failed transactions take time to show up ?	This point will be discussed with selected bidder.

9	40	5.6. Training	<p>Comprehensive training covering all aspects of proposed solution including all Functional and Technical aspects to be provided to all the identified Bank's staff. The Bidder will have to provide mandatory training for administrative users as per the scope of work, at no extra cost, during the entire contract period. This will include technical training, super user training, Log analysis & Monitoring and training materials (both soft copy and hard copy). The bidder shall provide the Bank with all necessary documentations, self-learning materials etc. containing Sr. No. Account Information Customers 1 Number of Cash Credit Account 4500 2 Number of Current Account 10875 3 Number of Over Draft Account 13500 4 Number of Saving Bank Account 300000 The Nainital Bank Ltd RFP Ref. No. NTB/IT/MB/2023/06/014 Page 41 of 75 entire information regarding the solution. It is the duty of bidder to keep the Bank updated of changes in solution and its process, if any, and the same should also be incorporated in the training manual/document. The training for the first batch of Bank staff/employees should be completed before go-live date and for the remaining batches, the Bank will decide the schedule after confirming with the Bidder. The</p>	<p>a) How many resources are to be trained ? B) What are the levels of training required ? C) Will there be retraining involved or will training be an ongoing process ?</p>	<p>15-20 resources are to be trained. One batch Functional and one batch Technical training to be provided.</p>
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			Bidder should provide the entire training to Bank employees without any extra cost.		
10	62	7.2 Manufacturer Authorization Format	What are the training forms1,	MAF from OEM will be different format .	The clause will remain same as per RFP.
11	Page No. 6	Section I - Invitation to Bid	EMD (Earnest Money Deposit) to be submitted - Rs.5,00,000/-	Our organisation is registered as a "Medium" entity under MSME Act of Govt, of India, Request Bank to waive off the tender fee & EMD as per GFR 2017 Guidelines - Rule No. 161 wherein it is mentioned that MSME's should be exempted from payment of tender fees and EMD.	Please refer to point 4.6 of the RFP document for MSE clause.
12	Page No. 28	4.32 Evaluation of Technical Bids, C. Technical Evaluation	Group/ Parent organization/ company experience shall not be considered	<p>We are of the opinion that this clause is unwarranted and can be omitted.</p> <p>The competency and efficacy of the proposed solution deployed does not differ for group/ parent organisation and other organisations.</p> <p>This clause restricts and does not offer a fair chance to bidders who are group/ parent organisation/ company, thereby limiting the number of bidders who participate in the tender process.</p> <p>Request Bank to kindly omit this particular clause.</p>	The clause will remain same as per RFP.
13	Page No. 30	4.35 Bank's Right to vary scope of contract at the time of Award	If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, as decided by the bank and the Contract shall accordingly be amended.	<p>We propose that the bidder should be allowed to quote man day charges separately.</p> <p>Accordingly changes in scope of work can be computed and billed for.</p>	The clause will remain same as per RFP.

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14	Page No. 31	4.38 Award of Contract	THE NAINITAL BANK LTD. may at any time terminate the contract by giving written notice of -30- days to the vendor without any compensation, if the vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to THE NAINITAL BANK LTD.	In such a scenario, we propose that the Bank should pay to the bidder the proportionate amount of TCO for the number of months/ days, the bidder has put in effort	The clause will remain same as per RFP.
15	Page No. 31	4.39 Placing of Purchase Order	Purchase order will be placed on the vendor in hardcopy format for procurement of proposed solution / Hardware / Software / System / Service.	Page No. 4.39 states PO will be placed for procurement of solution/ HARDWARE/..... Whereas Page 39, 5.3 Sizing of Hardware and Software states that - "The Bidder has to submit the hardware specification document covering exhaustive list of all hardware items including security devices, software items (like OS, DB etc.) with their configurations to the Bank for implementing the proposed solution in accordance with the requirements of the proposed solution" Request Bank to confirm whether bidder needs to provide Hardware or only Hardware sizing is to be provided	Hardware sizing is to be provided.
16	Page No. 40	5.6 Training	The Bidder will have to provide mandatory training for administrative users as per the scope of work, at no extra cost, during the entire contract period.	We propose that the training can be provided at no extra cost for the entire warranty period. Thereafter, we recommend that the training cost be added to the commercials	The clause will remain same as per RFP.
17	Page Number 8		Application Money is 20000	We assume that the application Money is referred to as the tender fee, we request bank for more information.	Yes
18	Page Number 18	4.18	The successful Bidder will be required to submit Security deposit in the form of Bank Guarantee, favouring The Nainital Bank Ltd equal to the 10% of purchase order value.	we request the Bank to Consider a Performance Guarantee of 3 % of Total Contract Value as Per the circular No. F.1/2/2023-DDP by GOI Ministry of Finance Dated on 3.4.2023. In recent RFP even Public sector Bank is requesting for 3% of BG only.	The clause will remain same as per RFP.

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19	Page Number 23	4.31.12	Bidder/OEM must have implemented the proposed solution for Design, Development, Integration & Implementation of Mobile Banking Application and its Operations and Maintenance in at least One Scheduled Commercial Banks/RRBs/ Public Sector Bank/ Private Bank/ NBFC / Co-Operative Bank* in India. *The Co-Operative Bank must have the following criteria as on 31.03.2023. i) Branch Operations in at least three states in India. ii) Total Business of Rs. 25,000 crore or above in India. (Copy of proof must be enclosed for both Point No i and ii)	Bidder/OEM must have implemented the proposed solution for Design, Development, Integration & Implementation of Mobile Banking Application and its Operations and Maintenance in at least One Scheduled Commercial Banks/RRBs/ Public Sector Bank/ Private Bank/ NBFC / Co-Operative Bank* in India. *The Co-Operative Bank must have the following criteria as on 31.03.2023. i) At least 10+ Mobile Banking implementation has to be done as on 31.03.2023	The clause will remain same as per RFP.
20	Page Number 25	B.1	Scheduled Commercial Banks/ RRBs /Public Sector Bank/Private Bank each organization implementation will carry 2 marks	Scheduled Commercial Banks/ RRBs /Public Sector Bank/Private Bank / NBFC each organization implementation will carry 2 marks	The clause will remain same as per RFP.
21	Page number 26	B.3	Experience:- Category-1: Scheduled Commercial Bank / RRBs /Public Sector Bank /Private Bank in India	Experience:- Category-1: Scheduled Commercial Bank / RRBs /Public Sector Bank / Private Bank in India / NBFC in India	The clause will remain same as per RFP.
22	Page Number 40	5.6	The Bidder will have to provide mandatory training for administrative users as per the scope of work, at no extra cost, during the entire contract period	1) we request bank to limit the training session to 1 training sessions/year from the date of go live. 2) Whether training can be remote or onsite	The clause will remain same as per RFP.
23	Page Number 42	5.9.J	Time, being an essential feature of the contract, the selected Bidder is expected to successfully implement the proposed solution within 4 weeks from the date of acceptance of Purchase Order.	Looking after the scope of work, integrations, we request bank to Consider at least 10-12 Weeks from the date of Sign off on the requirement Specification	The clause will remain same as per RFP.

S.No.	Page No. of RFP	Clause No.	RFP Clause	Bidder's Query	Response By Bank
24	Page Number 49	2	Functional Specification	Whether Bank will use the same mobile app for Both Customer (retail and Corporate) or Bank expecting different app for both Customer	Yes, same Mobile App for Both.
25	Page Number 49	2	Functional Specification	we request that the Bank provide Clarity on Corporate Customer what are the Functionality / feature list required in Mobile App and Web portal	Please refer point no 5.Section III Detailed Scope of Work & Para-4 of Page No-34 of RFP document for details.
26	Page Number 49	2	Functional Specification	we request Bank to provide Clarity on Retails Customer what are the Functionality / feature list required in Mobile App and Web portal	Please refer point no 5.Section III Detailed Scope of Work & Para-4 of Page No-34 of RFP document for details.
27	Page Number 22	4.31.6	Bidder should have minimum annual turnover (from Indian operation) of Rs 2 crores each during the last three financial years that is 2020-2021, 2021-22 and 2022-23 as per audited financial statements.	Credibility and importance of the project. We request the Bank to consider minimum annual turnover (from Indian operation) of Rs 25 crores each during the last three financial years that is 2020-2021, 2021-22 and 2022-23 as per audited financial statements and Company should be Profitable in	The clause will remain same as per RFP.
28			Bidder should have any one of the below mentioned certificate which is valid as on the date of RFP submission <input type="checkbox"/> ISO 9001:2015 <input type="checkbox"/> ISO 27001	By considering the importance of the project. Bidder should have capability of implementing this project. We request the Bank to consider Bidder should have CMMI Level 3 & above certificate along with below mentioned certificate which is valid as on the date of RFP Submission <input type="checkbox"/> ISO 9001:2015 <input type="checkbox"/> ISO 27001	The clause will remain same as per RFP.
29	36		The proposed solution shall support configuring various limits (configurable) such as, per day transaction limit, monthly transaction limit and transaction velocity limit per customer, fraud checks, AML Checks.	Fraud and AML checks are not available in standard Mobile Banking product. We can integrate with Bank-provided Fraud and AML systems if desired.	Bank has an AML application and already integrated with Finacle 10.x
30	36		The proposed solution shall support to file Suspicious Transaction Report (STR) to Financial Intelligence Unit-India (FID-IND) as in the case of normal banking transactions.	The business logic for identifying STR and FID-IND to be provided by Bank, and we can implement the same provided it falls within normal scope of our mobile banking product.	Yes

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31	37		Ensure that proposed solution should support the device binding feature.	We would require the services of a SMS aggregator who would route the SMS messages from devices to our middleware as web service calls.	SMS aggregator will be provided for SMS message.
32	38		The proposed solution shall have comprehensive settlement / reconciliation and complaint redressal mechanism.	Please elaborate on the kind of reconciliation required. Normally switch based solutions (such as UPI/IMPS/ATM) have reconciliation requirements. Scope of this RFP is a digital interface to bank's customers, as such scope of reconciliation is not clear. (Query is only about settlement / reconciliation; Complaint redressal is clear)	Please refer to point 5.1 (page-no. 38 of the RFP document.
33			Sizing of Hardware and Software	You have provided only the number accounts and YOY growth. To size the hardware and software, we require the current and projected volume of Financial and Nonfinancial transactions through the Mobile Banking system. Kindly provide the same.	Projected volume of financial and nonfinancial transaction will be same as per number of accounts and YOY growth.
34			Data integration from multiple operational source systems.	Kindly elaborate on the source systems and the nature of data integration required.	Example : CBS (Finacle 10.x) Switch, IMPS, SMS, Utility Payment Gateway, CTS, AML etc. and any other system which is required for proposed solution features as per RFP.
35	General	General	N/A	Is any data required to be migrated from Bank's current/ legacy systems to Bidder's new Mobile Banking system? If yes - kindly specify the details of the data (nature of data and volumes)	No
36	General	General	N/A	Kindly provide detailed list of features (menus and screens) required on the Mobile Banking app.	Please refer point no 5.Section III Detailed Scope of Work & page no-34 of RFP document.

37			<p>PROPRIETARY RIGHTS</p> <p>IPR protection for Vendor is missing Kindly add below mentioned sub clause: Intellectual Property Rights</p> <p>a. the Licensor hereby confirms that:</p> <p>i. to the best of Licensor's knowledge, the Software Solution does not infringe upon any intellectual property of any third party.</p> <p>ii. All Intellectual Proprietary Rights in Software Solution, Updates, Confidential Information and Trademarks belong to Licensor and have been duly procured by Licensor from authorised sources.</p> <p>b. the Licensee hereby states that;</p> <p>i. The Licensee hereby expressly disclaims any and all Intellectual Proprietary Rights in the Software Solution.</p> <p>ii. The Licensee shall promptly notify the Licensor of any unauthorized third-party duplication, distribution or use of Software Solution which comes to attention of Licensee and shall provide the Licensor with whatever reasonable assistance as necessary to (i) stop such activities and (ii) recover and / or destroy such unauthorized copies.</p> <p>iii. The Licensee shall not attempt to register any of Trademarks, company names or trade names or any logo used or associated with Software Solution nor shall the Licensee attempt to develop or in any way develop any products, which is similar to any portion of Software Solution.</p> <p>iv. All Intellectual Property Rights in respect of Software Solution delivered to Licensee under this Contract and subsequent support and services including but not limited to product fixes, modifications or enhancements that are either release generally (such as commercial product service packs) or that are provided to Licensee when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) shall belong exclusively to Licensor.</p>	<p>This will be discussed with selected bidder.</p>
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38				<p>Following clause is missing. Please include:</p> <p>Limitation of Liability</p> <p>Licensor's liability under this contract is limited to the amount of fees considerations received by it reduced by the associated costs, till such time as the Software Solution is under warranty from Licensor. After expiry of warranty and provided the Client has entered into an Annual Maintenance Contract (AMC) for maintenance and support of the Software Solution, such liability will be limited to the amount of AMC fees paid to Licensor during the calendar year of such claim. Under no circumstances shall the liability of Licensor regardless of the nature of claim whether in contract, tort, strict liability or any other theory of liability, exceed the amount mentioned above.</p> <p>The aforesaid limitation does not apply to any liability of the Licensor towards violation of third party Copyrights / Intellectual Property Rights as well as any acts of gross negligence, misconduct or fraud on the part of the Licensor or its representatives causing direct loss to the Bank where such claims are subjected to and decided by the court of law.</p> <p>The Licensor 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, which may be deemed as consequential incident of the claim.</p> <p>The foregoing states and constitutes the entire obligations and liabilities of Licensor to Licensee.</p>	This will be discussed with selected bidder.
39	22	Eligibility Criteria Point 7	<p>Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23.</p> <p>Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification</p>	<p>Requesting Bank to consider audited financial statements for financial years 2019-20,2020-21 &2021-22. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification</p> <p>As, audited statements for the financial year 2022-23 are under process and will take some time to get audited.</p>	<p>Un-audited statements can be submitted for the financial year 2022-2023. However, audited statements will be submitted later for the same.</p>

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40	22	Eligibility Criteria Point 6	Bidder should have minimum annual turnover (from Indian operation) of Rs 2 crores each during the last three financial years that is 2020-2021, 2021-22 and 2022-23 as per audited financial statements.	Requesting bank to modify this clause as mentioned below to get the good competition for bidding: Bidder should have minimum annual turnover (from Indian operation) of Rs 50 crores each during the last three financial years that is 2019-2020, 2020-21 and 201-22 as per audited financial statements.	The clause will remain same as per RFP.
41	Page 23 / Section 4.31 Eligibility Criteria	12	Implementation experience	Will purchase orders from SCB for implementation of LOS software or insurance distribution for bancassurance suffice for this criteria ?	No
42	Page 23 / Section 4.31 Eligibility Criteria	12	Implementation experience	Can this criteria be changed as below: Bidder/OEM must have implemented the proposed solution for Design, Development, Integration & Implementation of Mobile Banking Application and its Operations and Maintenance "or similar software" in at least One Scheduled Commercial Banks/RRBs/ Public Sector Bank/ Private Bank/ Co-Operative Bank* in India. *The Co-Operative Bank must have the following criteria as on 31.03.2023. i) Branch Operations in at least three states in India. ii) Total Business of Rs. 25,000 crore or above in India. (Copy of proof must be enclosed for both Point No i) and ii)	The clause will remain same as per RFP.
43	Page 34 / Section 5.1	2	Variations in screen sizes	There are hundreds of devices available in the market. Can you please specify the devices to be considered or any list available in public domain that we can refer to?	Please refer to point 4.1 of the RFP document for devices.
44	Page 35 / Section 5.1	6	mPIN storage requirement	Does mPIN storage has to be done separately from infra provided by the bank ?	mPIN storage has to be done on the Bank's own infra.
45	Page 36 / Section 5.1	8	Limits to be set	Does this include calling CBS APIs from the solution only OR do these limits have to be set and maintained in the proposed solution?	Limits have to be set and maintained in the admin portal of the proposed solution which will be editable.
46	Page 35 / Section 5.1	9	API integrations for KYC etc.	Does bank already have empanelled vendors for KYC, AML etc. and we need to integrate with APIs of these vendors only OR do these vendor APIs have to be provided as part of the solution?	Available
47	Page 35 / Section 5.1	9	API integrations for KYC etc.	Can you please list the number and names of APIs to be integrated here?	This will be discussed with selected bidder.

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48	Page 38 / Section 5.2	1	BI tool for reporting	Does the bank has or plans to acquire license for any BI tool that can utilized for this implementation? If yes, which BI tool? OR Is the vendor expected to provide a BI tool license with the implementation?	This will be discussed with selected bidder.
49	Page 39 / Section 5.2	5	MIS reports	Can you please provide the number or approximation of number of reports to be created ?	Approx. 25 reports excluding reports required by regulator.
50	Page 39 / Section 5.1	NA	Infra Deployment	This is assumed as an on-prem deployment. Please confirm	Yes
51	Page 40 / Section 5.5	NA	Resource deployment in Haldwani	"till six months from the date of Go-Live" - Till Before or after , six months from Go-live ?	After
52	Page 40 / Section 5.6	NA	Training facility	Can you please specify the number of training sessions to be provided? Also, will the training premises and equipment required for the training (such as Projectors, computer systems etc.) be provided by the bank or by the vendor?	One batch Functional and one batch Technical training to be provided. Training premises will be the Bank's preferred location, projectors and computer systems will be provided by the Bank.
53	Page 41 / Section 5.8	NA	BI tool for reporting	Does the bank has or plans to acquire license for any BI tool that can utilized for this implementation? If yes, which BI tool? OR Is the vendor expected to provide a BI tool license with the implementation?	This point will be discussed with selected bidder.
54	Page 41 / Section 5.9	d	Security related issues	Is the vendor responsible for hiring 3rd party vendors for VAPT and conducting the test? OR Only fixing the identified vulnerabilities (as identified by bank's vendor) is to be done by the vendor.	The bidder is required to fix any reported/observed vulnerability in the proposed solution at no cost during the entire tenure of the contract.

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55	Page No. 42 / Section 5.9	j	Implementation timeline	<p>Committing to a 4-week timeline is very difficult for such a comprehensive solution. There are multiple discussions, approvals and UAT required from the bank during the implementation phase, for which the vendor cannot commit any timelines.</p> <p>Hence, request you to change this clause as below:</p> <p>Time, being an essential feature of the contract, the selected Bidder is expected to discuss and mutually agree the implementation timelines with the bank. The priority of reports will be decided by Bank and will be conveyed to the successful Bidder.</p>	The clause will remain same as per RFP.
56	Page 42 / Section 5.9	n	Audit/VAPT/CISO	<p>Is the vendor responsible for hiring 3rd party vendors for Audit/VAPT/CISO and conducting the audit/tests?</p> <p>OR Just fixing the identified vulnerabilities is to be done by the vendor.</p>	The bidder is required to fix any reported/observed vulnerability in the proposed solution at no cost during the entire tenure of the contract.
57	Page 42 / Section 5.9	P	DR site	Will the infra for DR site be provided by the bank OR is the vendor responsible for providing the same?	Hardware sizing is to be provided.
58	Page 43 / Section 5.9	x	Audit Certificate	<p>Is this same or different as audit mentioned in Page 42 / Section 5.9 / Clause 'n'?</p> <p>If different, is the vendor responsible for hiring 3rd party vendors for Audit and conducting the audit for providing the certificate?</p>	Source code audit certificate will be provided by the bidder.
59	Page 43 / Section 5.9	y	SIEM tool	Can the bank please specify the Security Information and Event Management (SIEM) tool being used ?	This point will be discussed with selected bidder.
60	Page 43 / Section 5.10	1	Source systems	Can you please provide the list of source systems (and their vendors), the solution needs to integrate with ?	This point will be discussed with selected bidder.
61	Page 44/ Section 5.11	5	Data archival	<p>Is the bank already using some data warehouse or data lake solution that can be leveraged for this implementation? If yes, please mention the name of the solution.</p> <p>OR</p> <p>Is the vendor supposed to bring a DW solution for archival purposes?</p>	This point will be discussed with selected bidder.

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62	Page 46/ Section 5.14	1	PCI/DSS	Will the bank be responsible for seeking PCI/DSS certification for the solution and the vendor only needs to provide support for the same? OR Will the vendor need to arrange for the certification as part of the solution offering?	Vendor needs to arrange for the certification.
63	Page 50 / Section 5.7	2.9	Single view of customer's accounts	Can you please clarify, if the proposed solution is supposed to create a unique id for the customer OR integrate with some other system (such as CRM or CBS) to fetch the unique id ?	Integrate with Bank's CRM or CBS.
64	Page 42 / Section 5.9	g	Infra Deployment	Can you please confirm the below assumption: Solution is to be deployed on-premises of the bank and any kind of infrastructure acquisition for the same, will be the responsibility of the bank. Vendor is supposed to provide only services for maintenance (as mentioned in the referred clause) of the same.	This point will be discussed with selected bidder.
65	Page 26/ Section 4.32	B.4	CMMI Level	While we acknowledge the importance of these standards in ensuring consistent quality and process improvement, we believe that as a fintech start-up we face unique challenges that warrant consideration for a relaxation on this clause.	The clause will remain same as per RFP.
66	Page 39/ Section 5.3	NA	Sizing of Hardware & Software	If required can the bidder utilize resources from a System Integrator (SI) to provide part of the scope of work. In such a case, bidder will be the only SPOC for Nainital Bank and SI will be managed by the bidder directly. Please clarify.	No
67	Page 58/ Section 6.8	NA	Resolution time	Certain Problems or issues in the software may take more than 24 hours to be resolved. There are Instances where the complexity of the problem or other unforeseen circumstances necessitate additional time. Hence request you to change the penalty clause as below: SLAs and respective penalty to be agreed with the vendor basis severity and criticality of the reported issue.	The clause will remain same as per RFP.
68	Page 12/ Section 4.3	NA	Bid submission date	Effectively the bidder will get only 7 working days, to create a proposal to this RFP which is very stringent and will make it difficult to create a comprehensive and well-researched proposal. Hence, we request the bank to provide relaxation in the bid submission date.	The clause will remain same as per RFP.

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69	Page 13/ Section 4.6	NA	MSE relaxations	Are the relaxations mentioned under the referred clause also applicable to bidders that have Type of Enterprise as 'Medium' in the Udyam Registration Certificate ? If not, bank is requested to extend the same to 'Medium' enterprises as well.	Only MSEs are exempted and the clause remains same as per RFP.
70	Page 11, Section 2	4.1	Scope of RFP in brief is mentioned below: The Bidder has to undertake to incorporate, at no cost to the Bank, suitable changes in the proposed solution including the software, procedure, security as well as operations as required and which come into force from time to time to comply with any new guidelines from RBI/NPCI/Bank/Other regulator and statutory bodies as per their defined time-lines for providing the Mobile Banking services to the Bank.	Could you please clarify whether this also applies to customisations that may arise at a future date and which is out of scope of this RFP?	No, The Bidder has to undertake to incorporate, at no cost to the Bank, suitable changes in the proposed solution including the software, procedure, security as well as operations as required and which come into force from time to time to comply with any new guidelines from RBI/NPCI/Bank/Other regulator and statutory bodies as per their defined time-lines for providing the Mobile Banking services to the Bank.
71	Page 22, section 2	4.31 (7)	Must be net profit making entity (from Indian operations only) for each year in the last three financial years that is financial years - 2020-21, 2021-22 and 2022-23.	Is there any deviation in relation to this criteria for an MSME?	No
72	Page 23, Section 2	4.32 (B)	BIDDER/OEM should have at least 5 years of experience in providing proposed solution for Design, Development, Integration & Implementation of Mobile Banking Application and its Operations and Maintenance in Scheduled Commercial Bank/RRBs/Public Sector Bank/ Private Bank/ Co-Operative Bank* in India.	Could this criteria be waived off for an MSME?	The clause will remain same as per RFP.
73	Page 61, Section 7	7.1 (18)	Turnover (from data Centre Operations)	Could you please clarify what is meant by Turnover (from data Centre Operations)?	Revenue generated form Data Centre Operations in India.

S.No.	Page No. of RFP	Clause No.	RFP Clause	Bidder's Query	Response By Bank
74	26/. BIDDER's/ OEM's Capability & Experience	4	CMMI Level certificate.	We request authority to kindly remove the criteria. As it is not a part of eligibility criteria.	The clause will remain same as per RFP.
75	58/ Service Level Agreement	Parameter	“Resolution Time”, means time taken by the vendor staff to troubleshoot and fix the problem from the time the issue has been raised by the Bank till the time the problem has been fixed Duration for resolution: > 24 hours Rs.1000 for every 24 hours of delay on an incremental basis for every unresolved issue.	We request authority to kindly reduce the penalty cost of RS.1000 to Rs.500 as the resolution of the issue is depend upon the criticality of the problem.	The clause will remain same as per RFP.
76	58/ Service Level Agreement	Penalty for deployed resource's absentism	Penalty for Non-Availability of deployed onsite support: The Bidder has to deploy onsite support during SIT, UAT, till 6 months from the date of Go-Live. In case resource needs to take off/leave from the duty, he has to take due approval from department authorities. During such permitted period of leave, the Bidder will ensure that work is not hampered i.e. the issues raised by Bank are resolved within the time period as mentioned in pt. above. However, if the issue remains unresolved then Bank reserves the right to levy a penalty of Rs. 1500/- per day of absence of deployed resource in addition to the penalty if applicable as above.	We will ensure sufficient number of resource deployment, But in case of some unavoidable instances finding alternative to the deployed resource will take time but will not hamper the resolution of any issue if any. Hence we request authority to kindly reduce the penalty to Rs.500/- per day.	The clause will remain same as per RFP.

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77	58/ Service Level Agreement	Penalty during AMC	The changes made in the solution during AMC Period against Change Requests should be completed within the quoted timeframe with quality. Penalty will be deducted @ 1% for each day of non-completion beyond the quoted timeframe of cost quoted for the same Change Request, with a maximum up of 30% of total cost quoted for the same Change Request.	We request authority to kindly reduce the penalty of 1% for each day to 0.5% .	The clause will remain same as per RFP.
78	6		Last date of submission	Request bank to provide minimum 3 weeks for submission from the date of publishing the clarifications.	The clause will remain same as per RFP.
79	8		Fees for proposed solution features	How different is proposed features list from technical and functional compliance sheet given in the RFP? What is the correlation? Does the bank want th bidders to consider the proposed feature list for scoping and solutioning?	The features/functionalities which will be provided in the proposed solution for the end user.
80	9		Validity of contract	RFP says that contract persiod is for 5 years from go-live. What is the deployment timeline bank is looking at? Assuming that time to go live is 9 -12 months; acutual contratc period becomes 6 Years from date of PO / contract. Please clarify? License starts from the day it is delivered to bank for initiating the implementation / customization.	Please refer to point 5.9 (j) General Aspects in Scope & page no-42 of the RFP document.
81	22	10	Eligibility	We request the bank to provide current and YoY volume of Mobile banking users? We request bank to limit growth of users only to organic growth and keep inorganic growth out of scope. Given that Nainital bank is small as compared to other Commercial banks in India, we request the bank to change the license model to subscription based. This will help bank to have lower cash outflow at the start of the project. Subscription based License can be structured to cover bank's volume projection.	Projected volume of financial and nonfinancial transaction will be same as per number of accounts and YOY growth.

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82	23	12		We request bank to modify this as " Bidder/OEM must have implemented the proposed solution for Design, Development, Integration & Implementation of Mobile Banking Application and its Operations and Maintenance in at least One Scheduled Commercial Banks/RRBs/ Public Sector Bank/ Private Bank/ Co-Operative Bank* in India or similar sized bank globally.	The clause will remain same as per RFP.
83	25	1	Scoring parameter	<p>Request bank to change this to " BIDDER/OEM experience in implementation of proposed solution offered with respect to Design, Development, Integration & Implementation of Mobile Banking Application and its Operations and Maintenance in Scheduled Commercial Banks/RRBs/Public Sector Bank/Private Bank/ Co-Operative Bank* in India or abroad to be calculated as below:</p> <p>The Co-Operative Bank must have the following criteria as on 31.03.2023.</p> <p>i) Branch Operations in at least three states in India / abroad.</p> <p>ii) Total Business of Rs. 25,000 crore or above in India / abroad.</p> <p>(Copy of proof must be enclosed for both Point No i and ii)</p>	The clause will remain same as per RFP.

S.No.	Page No. of RFP	Clause No.	RFP Clause	Bidder's Query	Response By Bank												
84	26	3	Scoring parameter	<p>Request the bank to change this to " BIDDER/OEM should have at least 5 years of experience in providing proposed solution for Design, Development, Integration & Implementation of Mobile Banking Application and its Operations and Maintenance in Scheduled Commercial Bank/RRBs/Public Sector Bank/ Private Bank/ Co-Operative Bank* in India / abroad.</p> <p>Experience-:</p> <p>Category-1: Scheduled Commercial Bank/RRBs/Public Sector Bank / Private Bank in India /globally:</p> <table><tr><td>More than 5 years</td><td>-10 Marks</td></tr><tr><td>Between 4 to 5 years</td><td>-7 Marks</td></tr><tr><td>Less than 4 years</td><td>-5 Marks</td></tr></table> <p>Category-2: Co-Operative Bank</p> <table><tr><td>More than 8 years</td><td>-10 Marks</td></tr><tr><td>Between 6 to 8 years</td><td>-6 Marks</td></tr><tr><td>Less than 6 years</td><td>-4 Marks</td></tr></table> <p>Higher marks will be considered if Bidder has experience in both category i.e. Category-1 and Category-2</p> <p>*The Co-Operative Bank must have the following criteria as on 31.03.2023.</p> <p>i) Branch Operations in at least three states in India / abroad</p> <p>ii) Total Business of Rs. 25,000 crore or above in India /abroad</p> <p>(Copy of proof must be enclosed for both Point No i and ii)</p>	More than 5 years	-10 Marks	Between 4 to 5 years	-7 Marks	Less than 4 years	-5 Marks	More than 8 years	-10 Marks	Between 6 to 8 years	-6 Marks	Less than 6 years	-4 Marks	The clause will remain same as per RFP.
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85	53	6.1	Term & Extension of contract	<p>Request bank to change this to " During extended period of two years if deemed appropriate (THE NAINITAL BANK LTD. reserve right to extend the agreement with Bidder), the term and conditions for SLA, penalty and Prices for On-premise services, AMC & Manpower shall be mutually discussed and agreed."</p>	The clause will remain same as per RFP.												

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86	53	6.1 (b)	Warranty	b) Bidder / Vendor should provide software patches / upgrades towards complying with all the statutory and any other requirements from the Bank as specified from time to time during the Contract period, free of cost. The warranty period would start after live implementation* - " Statuary and any other requirements from the bank during the contract period will be delivered on mutually agreed terms."	The clause will remain same as per RFP.
87	56	6.7 (i)	Payment schedule - License	We request the bank to either change the license model to subscription where payments needs to be made at the start of each year or incase of existing model - Payment for License can be as below : 1. 50% upfront for License with PO / contract 2. Balance 50 % upon License delivery.	The clause will remain same as per RFP.
88	57	6.7 (iii)	Payment Schedule -AMC	AMC payment has to be 100 % in advance at the start of each year. Quaterly payment is not acceptable.	The clause will remain same as per RFP.
89	42	5.9 (g)	General Aspects in scope	We are a global leader in digital banking space. We will provide enterprise grade license to ensure that the volume projections shared by bank is covered. However we request the bank to change the license model from Perpetual to Subscription to allow us to participate.	The clause will remain same as per RFP.
90	69	7.8. 1 (a)	Commercial bid format	We request bank to change the license model from perpetual to Subscription. This will also lower down bank's initial cash flow for acquiring this solution.	The clause will remain same as per RFP.

S.No.	Page No. of RFP	Clause No.	RFP Clause	Bidder's Query	Response By Bank
91	13	4.6 (i)	MSEs are exempted from paying the application money and Bid security amount for which the concerned enterprise needs to provide necessary documentary evidence issued by NSIC. For MSEs Government of India provisions shall be considered while evaluating the tender. Bids received without EMD, tender cost (application money), and Fees for proposed solution features from Bidders not having valid NSIC registered documents for exemption will not be considered	Kindly consider MSME Certificate as proof of MSEs Registration for the EMD, Tender Fee / Cost (application fee), and Fees for proposed solution features exemption.	The clause will remain same as per RFP.
92	22	4.31 (7)	Must be net profit making entity (from Indian operations only) for each year in the last three financial years that is financial years - 2020-21, 2021-22 and 2022-23.	Please consider net profit relaxation for MSEs for this Eligibility Criteria.	The clause will remain same as per RFP.

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