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	**Bank of Maharashtra - RFP# 092021 RFP for SERVICE PROVIDER FOR AUTHENTICATION CONTROL SERVER (ACS) SERVICES**
1	9	1. Invitation to the Tender	**1.5.** Objective and purpose of the bank through this RFP is to invite technical and commercial bids for selection of service provider for providing ACS Solution for Online Card Transaction and Other Products such as Internet Banking, CBS, Mobile Banking (as per the Bank's requirement) etc. and integrating it with all the necessary switches.	Require more clarity on integrating ACS services with Internet Banking, CBS, Mobile Banking and switches.	Debit card transactions that required for validating Mobile banking , Internet banking , UPI registration process.
2	10	Important information regarding Bid submission	Last Date and Time for receipt of tender offers: 20.10.2021 up to 14:00 hours	Request the Bank to extend Bid submission by 10 days from the date of publishing clarification to queries on Banks website.	Refer Corrigendum
3	13	2.3.1 Project Schedule	Bidder is expected to complete the project in all respected including installation, configuration, and Integration, UAT & production movement of solution within 10 weeks after issuing the purchase order by Bank.	Request the Bank to permit 15 weeks' time to the successful bidder.	No Change in RFP Clause
4	16	3.8 Integrity Pact	Annexure 12: Pre Contract Integrity Pact	Request the Bank whether Integrity pact is to be uploaded online or to be submitted hard copy?	It is to be uploaded online as a part of Bid, and physical documents is also required to submit.
5	18	4.2 Project Scope ACS Features & Functional	The selected service provider will have to provide networking equipment for point to point connectivity with	Request the Bank to bear the charges in this regards.	No Change in RFP Clause
6	18	4.2 Project Scope	Migrate, if required the existing card data to the proposed solution without any service impact to the existing	Request the Bank to allow bidders to quote separately for the migration activities. Hence we request a line item in the	No Change in RFP Clause
7	21	4.4.10. One Time Security Assessment	Conduct a gap analysis to identify gaps left after solution implementation.	We suggest the Gap study may be carried out by the successful bidder before deployment of the solution.	No Change in RFP Clause
8	22	4.5 Source Code	b) The Bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Bidder shall also provide licensed software for all software products whether developed by it or acquired from others. The Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard.	The solutions being offered is In-house developed which are complied with all statutory requirements.	No Change in RFP Clause
9	24	5.1.2 Price bid	**5.1.2.2.** The prices quoted for the proposed solution in the commercial bid shall be valid for the period of contract. In case there is decrease in the prices of the proposed solution during the tenure of the contract; the cost benefit shall be passed to the bank. In case the price increases, the quoted price will be valid for the entire period of contract.	Request the Bank to consider when there is increase in price also of proposed solution.	No Change in RFP Clause

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10	24	5.1.3 Commercials:	**5.1.3.2.** Bank shall have no obligation to buy the product & services mentioned as optional in commercial. However, such cost will be added in the TCO calculation.	We need more clarity on this point.	Clause is Self Explanatory
11	25	5.1.4 Performance Guarantee	**5.1.4.1.** If the contract is awarded, the Bidder shall furnish a Performance Guarantee to the extent of 3% of the value of the contract within 10 days of signing of the contract.	Request the Bank to give 45 days' time from date of signing of the contract.	No Change in RFP Clause
12	25	5.1.4 Performance Guarantee	**5.1.4.6.** The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event of failure to meet delivery dates, Bank will levy a penalty of 1% of the Contract Value for every week delay, capped to Max of 10% of PO Value.	This may be discussed with the successful bidder.	No Change in RFP Clause
13	30	5.1.10 Aadhar ACT	The successful bidder must comply with Aadhar Act 2016. 2016 and the subsequent amendments as applicable to the products/services.	We need more clarity on this.	Clause is Self Explanatory
14	30	5.1.14 Change Management	Changes to business applications, IT components and facilities should be managed by change management processes to ensure integrity of any changes.	In case of major changes required that will change the application logic or the reporting formats, the successful bidder will follow the Change Management Process and place before the Bank the efforts estimates with applicable commercials that will be discussed with the Bank depending on the complexity of the change.	Okey, However any change in functionality which is statutory/regulatory in nature shall be provided at no cost to the Bank.
15	37	5.2.14 Penalty		This may be discussed with the successful bidder.	No Change in RFP Clause
16	58	8. Payment Terms	Recurring Charges: Bidder shall raise invoices on quarterly intervals basis.	Suggest the Bank to reimburse the recurring charges on monthly basis as we have to comply with the statutory requirements.	No Change in RFP Clause
17	58	8. Payment Terms	Bank will make payment on a quarterly basis after deducting penalty if any as per this RFP within 30 days of submission of the undisputed invoices (with all required supporting documents) or receipt of written clarifications on the invoice sought by the Bank whichever is later, after duly complying all the guidelines of this RFP and subsequent agreement.	Request the Bank to release the payment within 15 days from the date of Invoice.	No Change in RFP Clause
18	72	Annexure 5: Eligibility Criteria Compliance Sl.No.2	Documents to be submitted: Audited Financial statements to be submitted. Additional Support Letter from CA to be submitted.	Our accounts are still being audited. Ministry of Corporate Affairs has extended deadline to 31st Dec 21. However we may submit provisional Balance sheet duly certified by CFO.	In such case , bidder sould submit provisional Balance sheet duly certified by company CFO.

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19	72	Annexure 5: Eligibility Criteria Compliance Sl.No.3	Documents to be submitted: Audited Financial statements to be submitted. Additional Support Letter from CA to be submitted.	Our accounts are still being audited. Ministry of Corporate Affairs has extended deadline to 31st Dec 21. However we may submit provisional Balance sheet duly certified by CFO.	In such case , bidder sould submit provisional Balance sheet duly certified by company CFO.
20	72	Annexure 5: Eligibility Criteria Compliance Sl.No.5	The Bidder should have at least one direct support office at Pune and Hyderabad location. The Bidder should be able to provide support and maintenance for the offered solution. Documentary proof (Office registration details etc.) to be submitted along with the bid.	As per page number 18 "ACS Features & Functional Requirements: Deployment of required hardware, firmware, software, application, connectivity with the card schemes at selected service provider's location." Since the RFP calls for hosted model and the Bank has stipulated one of the resources to be stationed at banks premises. Kindly let us know the specific reasons for office in Pune. We suggest we can very well service if any difficulty faced by the Bank from Mumbai. We have office at Hyderabad. As the solutions being offered is from bidder premises. We don't see the necessity to deployment resources at the Banks premises.	Clause modified as: The Bidder should be able to provide support and maintenance for the offered solution and maintain the required uptime.
21	80	Annexure 10:	Compliance Statement for Reverse Auction	Do we need to submit this annexure along with the bid documents or to be submitted later by the technically qualified bidders?	Bidder has to submit the compliance statement during bid submission.
22	88	Annexure 14:	Guidelines, Terms & Conditions and Process Flow for E-Procurement Auction	Do we need to submit this annexure along with the bid documents or to be submitted later by the technically qualified bidders?	Bidder has to submit the compliance statement during bid submission.
23		General	General	Certification charges may be borne by the Bank. The successful vendor will assist the Bank on certification process.	Certification charges will be charge by Selected Bidder
24		General	General	What is the present transaction volume, SMS count transactions per month and present Vendor?	Refer the RFP Point 4.6 Projection Page no 22 Present vendor shall be informed to the successful bidder.
25	20	4.3.8.	Provide on-site support during quarterly DR drills or whenever required by the Bank	Will there be a cap on the number of Drills/Audits that Bank will do?	Bank conducts DR Drills on quarterly Basis.
26	20	4.3.8.	Provide on-site support during quarterly DR drills or whenever required by the Bank	Will the "System and Organization Control" (SOC 2) Report, which is done by independent Auditors suffice the need for Audits by Bank?	Clause is Self Explanatory
27	65	Annexure 1, S.No. 6	Should be able to generate MPIN as required by issuers	We would be interested to understand the relevance of MPIN in 3DS Transactions. Please elaborate the use cases required.	Functionality not required

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28	65	Annexure 1, S.No. 12	Facility to enable 3D at both program level and device level	Request you to elaborate what is meant by Device level? Kindly elaborate the use cases required.	3D v2 support Device level as well as program level .The proposed solution should be capable for assessing whether the device is 3DS registered. Previously by which the user is initiating the transaction
29	67	Annexure 1, S.No. 35	Solution should provide an alert message for each successful/ unsuccessful, registration/ transaction change in Mobile No., Enabling/ disabling of channels, Enhancement of limit for E-commerce, POS for domestic and internationals transactions. (Optional)	We would be interested to understand the relevance of 3DS protocol for POS? Is there a use case which may be required as part of the implementation?	Clause is Self Explanatory. This point mentions that Bank may go For bidder's SMS solution for sending various alerts.
30	67	Annexure 1, S.No. 39	Should be capable of approving transactions for onward/inward routing and authorization through Bank 's debit card/ Pre-Paid card switches.	We would be interested to understand the relevance of the query in context of 3DS. Kindly elaborate the use cases required.	Currently bank is using the cards from 2 Card network ie VISA and RuPay . The proposed solution should be capable of routing transaction, based on card network which may be on boarded by the bank in future .
31	87	Annexure 13	Resources Type (On site/ remote)	Please elaborate on "On-Site". Does On-Site means location of Bank branches?	In Bank Premises Data Center (Primary or Recovery).
32	87	Annexure 13	Resources Type (On site/ remote)	What is the functional and technical area to be covered by the resources required for "OnSite"	Refer the 4.4.4. The expected skill & indicative scope for each level
33	87	Annexure 13	Resources Type (On site/ remote)	Resources to be deployed at bank's premises or can it be at provider's location under shared service?	In Bank Premises Data Center (Primary or Recovery).
34	101	Annexure -23, Footnote -1	Deploy any count of resource/s	Please provide a list of locations, where the resources may be required to be deployed?	Same will be shared with successful bidder
35	66	Annexure 1, S.No. 28	Should be able to retain data as per Bank's Data Retention policy	Please share the details of retention policy.	Same will be shared with successful bidder
36	65	Annexure 1, S.No. 20	Should support role and groups for Back Office applications	Are these user groups to access frontend of ACS solution?	Only need based access should be provided to all the users who are using ACS solution.
37	67	Annexure 1, S.No. 42	Should be able to provide helpdesk support to Bank and its customers for enquire about the transaction details etc.	Does helpdesk support mean support for Bank staff or customers will directly contact the solution provider for transaction details?	Clause is Self Explanatory
38	67	Annexure 1, S.No. 42	Should be able to provide helpdesk support to Bank and its customers for enquire about the transaction details etc.	How many queries are expected per day?	Depending on the card base of the Bank and services provided by the bidder once live
39	68	Annexure 1, S.No. 50	The product should have lost, stolen and expired card support.	What support is expected? Who shall provide the data about lost, stolen and expired cards?	Clause is Self Explanatory
40	68	Annexure 1, S.No. 50	The product should have lost, stolen and expired card support. The system should provide website enrolment for cardholder to register for the program	Please elaborate the requirement/use case, where vendor must provide website to cardholders to register for the program?	The solution should be capable of displaying necessary response messages to the customers in case any stolen, Lost or expired card is used. Also the user should be able able to report card if lost or stolen online though the bidder website

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42	30	5.1.9.2	Responses received become the property of the Bank and cannot be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.	Request Bank to modify the clause as follows 5.1.9.2. Responses received become the property of the Bank (excluding the intellectual property rights and the confidential infrmation pertaining to the Bidder) and cannot be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.	No change in RFP
43	31	5.1.17	Jurisdiction	Bidder requests that the jurisdiction of the Contract to be executed by the succesful bidder be agreed on mutual terms.	No Change in RFP Clause
44	32	5.2.1	The Bank intends that the contract, which is contemplated herein with the Bidder, shall be for a period of Three years from the date of acceptance sign off. However, the extension of the contract post initial contract period will be at the sole discretion of the Bank. The Bidder will continue to provide AMC services to the Bank for the extended period of contract, if any on the sole discretion of the Approval granted by the Bank. The Bank in this regard shall continue with the Bidder services based on their satisfaction of the Bidder's performance.	Bidder requests that this Clause be amended as follows: The Bank intends that the contract, which is contemplated herein with the Bidder, shall be for a period of Three years from the date of acceptance sign off. However, the extension of the contract post initial contract period will be at the sole discretion of the Bank, subject to mutually agreed terms between the Parties. The Bidder will continue to provide AMC services to the Bank for the extended period of contract, if any on the sole discretion of the Approval granted by the Bank. The Bank in this regard shall continue with the Bidder services based on their satisfaction of the Bidder's performance.	No Change in RFP Clause
45	36	5.2.10	Indemnity	Bidder requests that the Bidder is indmenified by the Bank atleast for the following: 1. any act or omission of the Bank in contravenation of this RFP or the Contracts; 2. violation of applicable laws, breach of confidentilaity, gross negligence, willful misconduct, infringement of IPR, fraud.	No Change in RFP Clause

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46	39	5.2.18	Confidentiality	Bidder requests the folowing amendments: … Responses received become the property of the Bank (excluding the intellectual property rights and the confidential infrmation pertaining to the Bidder) and cannot be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder … "Confidential Information" means any and all information that is or has been received by either party ("Receiving Party") from the other Party ("Disclosing Party") and that:	No Change in RFP Clause
47	46	5.2.33.1.	The Bank shall be entitled to terminate the agreement without assigning any reason with the Bidder at any time by giving forty five (45) days prior written notice to the Bidder.	Bidder request that this right be removed or is made applicable to either Party after the initial term of 3 (three) years.	No Change in RFP Clause
48	46	5.2.33.2.	The Bank shall be entitled to terminate the agreement at any time by giving notice if: 1) The Bidder breaches its obligations under the RFP or the subsequent agreement and if the breach is not cured within 15 days from the date of notice. 2) The Bidder a) has a winding up order made against it; or b) has a receiver appointed over all or substantial assets; or c) is or becomes unable to pay its debts as they become due; or d) enters into any arrangement or composition with or for the benefit of its creditors; or e) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.	Bidder request that this Clause be made mutual and taht the cure period in sub-clause 1 is extended for 30 days.	No Change in RFP Clause
49	47	5.2.37	Non-Disclosure	Bidder request that this obligation is made mutual for both Parties on identical terms, as applicable.	No Change in RFP Clause

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50	48	5.2.41 Make in India	The local supplier at the time of submission of bid shall be required to provide a Corrigendum to RFP as per Format given in Annexure 27 from the statutory auditor or cost auditor of the company (in the case of companies). Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letterhead with Registration Number with seal to be submitted (As per format specified in Annexure-27)	Bidder requests the Bank to modify this clause and allow the Bidder/ company to submit Annexure-27 on their company Letterhead itself instead of getting a Certificate from the Statutory auditor or cost auditor of the company.	
51	74	Annexure 5 - 19	The bidder should have an experience of at least two (2) years in Authentication Control Server transaction processing for card online transactions of Visa/MasterCard/ RuPay network and should have processed at least 5,00,00,000 transactions of Visa/ MasterCard/ RuPay network as per the NPCI and RBI guidelines till date of submission of bid to any public sector banks/ Private sector Banks/ Co-operative Banks in India.	Request the Bank to revise the clause as below becuse the experience of the OEM should be relevant and since the procurement is for a Scheduled Commercial Bank - request the Bank to not include experience in Cooperative Bank as a qualification criteria. The OEM should have an experience of at least 5 years in Authentication Control Server transaction processing for card online transactions of Visa/MasterCard/ RuPay network and should have processed at least 5,00,00,000 transactions of Visa/ MasterCard/ RuPay network as per the NPCI and RBI guidelines till date of submission of bid to any public sector banks/ Private sector Banks/ in India.	No Change in RFP Clause