

Responses to Pre Bid Queries

RFP-08/2024-25 ( GEM/2024/B/4949371) for Proposal for Supply, Implementation & Maintenance of Co-Lending & Pool Buyout Solution  
(Pre Bid Meeting 27.05.2024 at 15:00 hrs)



Sr no	Page No	Point / Section	Main Section Name	Clarification point as stated in tender document	Comment / Suggestions	Bank Response
1	85	7.27. ANNEXURE B: TECHNICAL EVALUATION CRITERIA	7.27. ANNEXURE B: TECHNICAL EVALUATION CRITERIA	Bidders expertise and experience in implementing Middleware Solution for Co-lending & Pool Buyout in last 3 years from the date of RFP (The solution should be live as on date of RFP. Bidder to submit PO & Work completion Certificate/ recent Satisfactory performance certificate from the clients as a documentary evidences)  In Public sector undertaking / Govt. Organization/ PSBs/ Public Insurance companies / In private Banks / foreign banks/ any other BFSI Sector	We request Bank to amend the clause as below: Bidders expertise and experience in implementing Middleware Solution for Co-lending & Pool Buyout in <b>last 5 years from the date of RFP</b> (The solution should be live as on date of RFP. Bidder to submit PO & Work completion Certificate/ recent Satisfactory performance certificate from the clients as a documentary evidences)  In Public sector undertaking / Govt. Organization/ PSBs/ Public Insurance companies / In private Banks / foreign banks/ any other BFSI Sector/ <b>NBFCs</b>	Please refer Corrigendum
2	96	1.1. ANNEXURE D: ELIGIBILITY EVALUATION COMPLIANCE	1.1. ANNEXURE D: ELIGIBILITY EVALUATION COMPLIANCE	The bidder should have experience of implementing Middleware Solution for Co-lending & Pool Buyout to at least one Public Sector Bank / Private Bank in India in last 3 years from the date of RFP. The Solution should remain live as on date of RFP.	We request Bank to amend the clause as below: The bidder should have experience of implementing Middleware Solution for Co-lending & Pool Buyout to at least one Public Sector Bank / Private Bank/ <b>NBFCs</b> in India in <b>last 5 years</b> from the date of RFP. The Solution should remain live as on date of RFP.	Please refer Corrigendum
3		4.22. Earnest Money Deposit	4.22. Earnest Money Deposit	Bidders are required to give a Demand Draft drawn in favor of Bank of Maharashtra and payable at Pune, (valid for 90 days from the due date of the tender) for an amount mentioned in invitation section of this document as Earnest Money Deposit (EMD) along with their offer. Offers made without E.M.D. will be rejected. Bank will not pay any interest on the E.M.D. The Bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank other than Bank of Maharashtra or by any scheduled commercial bank acceptable to Bank. In case of Bank Guarantee being issued from other than Public sector banks, prior permission of Bank is required. The BG should be valid for 6 months from the date of submission of the bid. The format for submitting EMD in the form of BG is enclosed as Annexure 25. The EMD will not carry any interest.	We request Bank to provide below details to issue EMD in bank guarantee form 1. Account Number 2. Account Name 3. IFSC Code 4. Branch 5. PAN No.	<b>BANK OF MAHARASHTRA I.T. PAYMENTS</b> Account No. = 60088099606 IFSC Code = MAHB0000043 Bank Name = BANK OF MAHARASHTRA Branch address= Shivaji Nagar
4		7.31	7.31. ANNEXURE F: PROJECT TIMELINES	Bidder is expected to complete the project in all respects including installation, configuration, implementation, migration and rollout of UAT & production movement for Co-Lending and Pool Buyout solution within 12 Weeks after acceptance of the purchase order issued by the Bank.	Bidder is expected to complete the project in all respects including installation, configuration, implementation, migration and rollout of UAT & production movement for Co-Lending and Pool Buyout solution within <b>24 Weeks</b> after acceptance of the purchase order issued by the Bank.	No change in RFP Clause
5		4	Terms and Conditions	Kindly let us know the process to propose changes to contractual terms and conditions.	We would like to propose that an option be included allowing bidders to request modifications to the terms and conditions at the contracting stage. This flexibility would enable both parties to agree on mutually beneficial terms.	No change in RFP Clause
6		4.17	Contract Period		Regarding the termination terms specified, we propose that these terms be mutually agreed upon by both parties. Could the bank please share their termination terms, or alternatively, we can agree on the termination terms at the contracting stage?	No change in RFP Clause
7		4.18	Fixed Price	Please let us know how can we notify bank in case of increase in prices due to variation in taxes?	Regarding the commercial bid terms, we would like to propose that the price should be exclusive of any taxes.	Exclusive of taxes
8		4.22	EMD		Kindly let us know what does the bank mean by 'unconditional bank guarantee'	PBG to be provided by the company can't be cancelled & should be without any conditions
9		4.23	Commercial		Agreed commercials for extra service	Please refer Corrigendum
10		4.29	Acceptance of Terms		We would like to propose that an option be included allowing bidders to request modifications to the terms and conditions at the contracting stage. This flexibility would enable both parties to agree on mutually beneficial terms.  Kindly let us know the process to propose changes to contractual terms and condition	No change in RFP Clause
11		6.8	Performance Bank Guarantee		Can we agree to lower percentage such as 5% for the performance security.  We would also request that the format of performance security may be agreed mutually and duration to be linked with contract duration and not beyond the same. We would request the bank to finalize this clause at the contracting stage.	RFP Clause is self explanatory
12		6.9	Payment Terms		We would suggest to finalize this entire clause for payment terms at the contracting stage.	No change in RFP Clause
13		6.16	Change Management		We would suggest to finalize this entire clause for change management at the contracting stage.  We kindly request the bank to delete the clause concerning upgrade to software at no additional costs to the bank  The commercials for Change Control and Upgrades shall be mutually agreed between the Parties at the contracting stage	No change in RFP Clause
14		6.22	Support		We would suggest to finalize this entire clause for support and SLAs at the contracting stage.	No change in RFP Clause
15		6.31	Service Level Agreement		We would request to provide cure period for SLA breach, implementation timeline etc and if it is not cured in such period then the penalties may be applied in case there is a failure for the reasons solely attributable to bidder and total penalties can be capped at mutually agreed lower percentage such as 2% to 5%. Further, since the penalty provisions are already incorporated we would request to omit the damages provisions. We would request to mutually agree on this clause including the SLAs in detail at the time of contracting stage.	No change in RFP Clause

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16		6.32	Liquidated Damages		We would request the Bank to agree this clause mutually at the contracting stage wherein we may suggest that this shall be the exclusive remedy of the Bank.	No change in RFP Clause
17		6.33	Indemnity	<p>Can the scope of indemnification be narrowed down to specific, clearly defined risks to avoid undue burden on the Bidder?</p> <p>What are the specific liability limits under clause 6.38 of the RFP, and can these be explicitly stated within the indemnification clause to ensure clarity?</p> <p>Is there flexibility in the notification requirement to account for practical scenarios where immediate notification might not be feasible?</p> <p>Can the indemnity for loss of data be capped or specified more clearly to limit the potential financial exposure for the Bidder?</p> <p>Can the distinction between direct and indirect damages be clearly defined to avoid potential disputes over what constitutes indirect damages? We request you to limit the indemnity only for the direct damages.</p> <p>Can the indemnification clauses be streamlined to remove redundancy and ensure clarity about the Bidder's obligations?</p> <p>Can the extent of the Bidder's liability for the actions of subcontractors be clearly defined to prevent disputes over responsibility and liability?</p>	<p>The scope of the indemnity provided here is wide and it covers even the contractual breaches. However, the bank can always seek the damages for contractual breaches and indemnity will not be required for the same. We would be happy to provide indemnity for third party IPR infringement claims by our product however, since alternate remedy is available for breaches etc, we would request to limit the indemnity to third party IPR infringement claims.</p> <p>We also propose to cap liability, we would propose to limit the liability to 10% of the contract value.</p>	No change in RFP Clause
18		6.34	Limitation of Liability		<p>It is a standard practice to exclude the consequential and indirect damages under the limitation of liability clause. However, this clause does not contain any such clause stating the parties will not be liable to other for any indirect damages such as loss of profit.</p> <p>Further, the clause also does not provide the capping.</p> <p>Therefore, we would request that total liability to be capped at 10% of contract value and indirect, incidental, consequential, loss of profit, etc. damages to be excluded.</p> <p>Can we have a consistent liability cap that applies to all types of claims to avoid potential discrepancies and ensure clarity?</p> <p>We would request bank to consider finalization of this clause mutually during contracting stage which will exclude indirect, consequential damages, any other issues, etc.</p>	No change in RFP Clause
19		6.39	Confidentiality		<p>Can the duration of the confidentiality obligation be limited to a reasonable period, such as one to five years, instead of "forever"?</p> <p>We also request you to make this clause mutual so that information of both the Parties are safeguarded.</p> <p>Can the consequences for unauthorized disclosure be clarified to include a more balanced approach, potentially incorporating a cure period or proportional penalties instead of immediate disqualification or termination?</p>	No change in RFP Clause
20		6.41	Delay in Design, Implementation and PG		Please note that the terms of the performance bank guarantee shall be mutually agreed up.	No change in RFP Clause
21		6.51	Escrow		<p>We request the Bank to make the following changes in the Escrow Clause:</p> <ol style="list-style-type: none"> <li>1. Cost of Escrow to be mutually borne by both the parties.</li> <li>2. The Third Party Escrow Agent shall be mutually agreed by both the Parties</li> <li>3. Release of Escrow materials due to termination of contract not acceptable to us.</li> </ol>	No change in RFP Clause
22		6.53	Source Code Audit		<p>Can the scope and frequency of the audits, including source code inspections, be clearly defined to protect the bidder's proprietary information and manage compliance costs?</p> <p>Can the Bank specify the exact documentation required and provide a standardized format to simplify compliance? Additionally, can there be a provision to cap the indemnification liability for any potential penalties?</p> <p>Can the Bank provide more flexibility regarding the evidence of agreements with third-party software vendors, particularly in terms of the level of detail required and acceptable forms of documentation?</p>	To be shared with successful bidder

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23		Annexure E: Payment Terms			We propose/ suggest the following changes: 1. Can the Bank provide flexibility for bidders to propose alternative payment terms that will be decided mutually? 2. Can the Bank offer monthly payments instead of quarterly to improve the bidder's cash flow management? 3. Can the Bank provide a clear and fair penalty structure with a grace period for unforeseen delays that are not attributable to the bidder? 4. Can there be a mutual liability clause to protect both parties from indirect and consequential damages?	No change in RFP Clause
24		Annexure G: Payment Terms			Is there room for negotiation on SLA changes beyond mutual consent, especially concerning penalties for unforeseen circumstances?  Can the bank provide examples or scenarios illustrating how penalties are calculated for better understanding?  Is there a detailed breakdown of the cap on penalties and how it's calculated based on different service line items?  Could you please clarify if there is a cap on penalties or liquidated damages specified in the contract for non-compliance with SLAs or other performance metrics? We suggest that there should be appropriate cap on LD and Penalties and the same to be mutually agreed at the contracting stage	No change in RFP Clause
25	87	7.28.1.2	ANNEXURE C: SCOPE OF WORK		What is the existing volume of Bank for Co-Lending and Pool Buyout? Please share the volume by each Product Category wise.  This is with respect to Migration.	To be shared with successful bidder
26	87	7.28.1.2	ANNEXURE C: SCOPE OF WORK		What is expected number of volume per Product line per month for Co-Lending and Pool Buyout?	To be shared with successful bidder
27	87	7.28.1.2	ANNEXURE C: SCOPE OF WORK		Deployment shall be in Bank's Private Cloud environment. Infrastructure Managed services shall be managed by Bank only?	Hardware infrastructure will be managed by Bank
28	87	7.28.1.2	ANNEXURE C: SCOPE OF WORK		Bidder is expected to share Infra requirement for Hardware, Software etc and expected to setup required environments. Post that everything related to Infrastructure shall be serviced and managed by Bank only?	RFP Clause is self explanatory
29	87	7.28.1.2	ANNEXURE C: SCOPE OF WORK		By Partner/Self on-boarding, do we mean NBFC here? Do it mean to provide a Portal from where NBFC can self on-board to be partner with BOM.	Partner means- NBFC Portal required for NBFC to upload the file/loans
30	87	7.28.1.2	ANNEXURE C: SCOPE OF WORK		BOM already has Loan Management system. Will there be centralized Loan Product maintenance or will Products for Co-Lending be different than maintained in BOM's Loan Management System?	Everything will be maintained at middleware platform Bidder need to do integration with Banks LMS.
31	87	7.28.1.4	ANNEXURE C: SCOPE OF WORK		d. Loan application creation by Self: Does it mean Loan Applicant himself would be able to start his Loan Journey? Is there requirement for Loan Applicant portal or requirement of integration with other channels like Internet Banking, Mobile Banking etc.	NBFC can start the application through portal & No integration with Internet Banking and Mobile Banking
32	87	7.28.1.5	ANNEXURE C: SCOPE OF WORK		i. Loan management & tracking: We believe Loan Servicing shall be managed by NBFC only? If yes then what all Loan Management activities envisaged in scope for Co-Lending system?	Loan management activity means loan processing account opening till closer and reporting
33	87	7.28.1.7	ANNEXURE C: SCOPE OF WORK		i. Escrow management: Loan Proceed Disbursal and Loan Collection shall be done through Escrow Account in BOM. Amount collected in Escrow Account shall be split in 80-20 ration (for example) and BOM shall pass on NBFC share?	Bidders understanding is correct
34	90	7.28.1.36	ANNEXURE C: SCOPE OF WORK		o. Covering the entire journey on Loan Life Cycle: If NBFC is servicing partner then any changes related to Loan shall be done in NBFC system (for example: Rescheduling, Early Closure etc.) and that information is passed on to Co-Lending system through API integration?	If required in future successful bidder should integrate with API without additional cost to the Bank.
35	90	7.28.1.37	ANNEXURE C: SCOPE OF WORK		Will Co-Lending system pass on Loan booked information to BOM's Loan Lifecycle Management Solution (LLMS)?	If required in future successful bidder should integrate with API without additional cost to the Bank.
36	90	7.28.1.38	ANNEXURE C: SCOPE OF WORK		iii. Dedicated screens for data entry for maintaining and managing the application in the platform itself.  Will some NBFCs manage complete Loan Life Cycle in Co-Lending system? Will they be doing complete LMS activities as well in Co-Lending system?	RFP Clause is self explanatory
37	90	7.28.1.38	ANNEXURE C: SCOPE OF WORK		Will Co-lending system be using centralized Customer Management system from Core Banking for customer dedupe check and data management?	Need to be integrated with Customer Management System
38	90	7.28.1.38	ANNEXURE C: SCOPE OF WORK		Will there be need to have integration with NBFC Customer Complaint System? Will there be requirement automatic notification to designated authorities in Bank if Ticket not resolved in defined period?	Bidders understanding is correct
39	91	7.28.ii.1	ANNEXURE C: SCOPE OF WORK		37. The solution should have mechanism for getting the consent of the other lender for any assignment of a loan by a co-lender to a third party .  Please explain this point?	RFP Clause is self explanatory
40	91	7.28.ii.2	ANNEXURE C: SCOPE OF WORK		vii. Support for online and offline collection processing.  Collection Processing in Co-Lending shall be only for Loans which are managed in Co-Lending system? Loans where NBFC is servicing; collection shall be done in NBFC system only?	RFP Clause is self explanatory
41	91	7.28.ii.2	ANNEXURE C: SCOPE OF WORK	xi. Acts as DMS (Document Management System) along with the predetermined check box of requirement	Does Bank has DMS solution or they want DMS solution as part of this RFP?	Bidder Database server should work as Document Management System

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42	91	7.28.II.2	ANNEXURE C: SCOPE OF WORK	xviii. Option of choosing Model 1 or 2 of co-lending.	Model 1 or Model 2 shall be selected for NBFC and Product level?	RFP Clause is self explanatory
43	91	7.28.II.3	ANNEXURE C: SCOPE OF WORK		What all checks and verifications conducted to bring Co-Lender or Originator on-board?	RFP Clause is self explanatory
44	91	7.28.II.3	ANNEXURE C: SCOPE OF WORK		Due Diligence and Pre-sanction scrutiny Module: Will Pool Buyout portfolio come through API Integration with Originator system or through File Upload?	It can be through API or File based
45	91	7.28.II.3	ANNEXURE C: SCOPE OF WORK		Due Diligence and Pre-sanction scrutiny Module: Is it required for Platform to run mentioned checks (KYC, Credit Bureau, Vahan, Cersai etc) for each loan coming in Pool?	RFP Clause is self explanatory
46	91	7.28.II.3	ANNEXURE C: SCOPE OF WORK		Due Diligence and Pre-sanction scrutiny Module: Will Bank user be validating details for Pool and approving in bulk or is it required by Platform to approve Pool automatically based on defined rules?	Bank can opt any of them, Platform should be capable for both.
47	91	7.28.II.3	ANNEXURE C: SCOPE OF WORK		3. Pool Execution & Integration Module: Please explain "iii. Computation of capital requirement as per the risk weights basis transaction structure.?"	RFP Clause is self explanatory
48	92	7.28.II.6	ANNEXURE C: SCOPE OF WORK		3. Pool Execution & Integration Module: Please explain "iv. Ability to handle restructuring of the transaction.?"	RFP Clause is self explanatory
49	92	7.28.II.6	ANNEXURE C: SCOPE OF WORK		3. Pool Execution & Integration Module: Please explain "v. Stress testing reports on (Direct Assignment) DA to book loss.?"	RFP Clause is self explanatory
50	93	7.28.II.6	ANNEXURE C: SCOPE OF WORK		3. Pool Execution & Integration Module: Please explain "vi. Automated waterfall generation for all DA structures.?"	RFP Clause is self explanatory
51	93	7.28.II.6	ANNEXURE C: SCOPE OF WORK		vii. Document management system and repository for transactional documents and individual loan documents throughout the life of the transaction.:	RFP Clause is self explanatory
52	93	7.28.III	ANNEXURE C: SCOPE OF WORK		iv. Verification of payment instruction submitted by the security trustee	RFP Clause is self explanatory
53					v. Re-checking interest ratio Please explain above point?	RFP Clause is self explanatory
54					v. CICs reporting status of the account under Co-Lending Model (CLM) for option I as well as for option II should be captured every month and should be available in the MIS Report. Please explain above point? Does it mean that System should initiate Credit Bureau Score check for each Loan booked under Co-Lending every month and store?	RFP Clause is self explanatory
55					vi. There should be option of CIC reporting for all accounts under CLM with a flag name of co-lending	RFP Clause is self explanatory
56					x. The proposed solution should provide access of the UAT environment along with primary and DR (Disaster Recovery) setup. Infrastructure setup shall be done in Bank's Private Cloud by Bank's IT Team for all environments? Or is it expected from Bidder to provide Managed Services?	Hardware Infrastructure will be managed by Bank
57	97	7.29.2	ANNEXURE D: ELIGIBILITY EVALUATION COMPLIANCE	The bidder should have experience of implementing Middleware Solution for Co-lending & Pool Buyout to at least one Public Sector Bank / Private Bank in India in last 3 years from the date of RFP. The Solution should remain live as on date of RFP.	We request to consider experience of implementation for the NBFC to be included instead of a bank.	Please refer Corrigendum
58	53	7.7	Annexure 7	DETAILS OF PAST EXPERIENCES OF HANDLING SIMILAR PROJECT RECORD	We request experience of OEM to be considered. So it should be Bidder/OEM/SI should have experience of handling similar project record	No change in RFP Clause
59	74	7.19	Annexure 18		It is assumed that Bank will provide required server for hosting/deployment at their own cost. This will be an onprem deployment.	Hardware/ Infra will be provide by the bank
60	83		Annexure A	COMMERCIAL BID FORMAT	It is mentioned GST to be excluded, so wanted to reconfirm on this.	Price quoted on commercial bill of material will be excluding GST.
61	84		Terms & Conditions	9.All prices to be valid for a period of 2 years from the date of contract execution / signing.	TCO in commercial bid is for 5 years, contract period mentioned is 5 years but here it is mentioned as price valid for 2 years	If Bank wants to purchase additional licenses or FM resource then rate quote by the bidder on Commercial will be valid for 2 years.
62	84		Terms & Conditions	14.The cost quoted also includes the cost of deliverables for all the phases of the Project.	Please define the phases	Please refer clause no 7.30 of Annexure-E.
63	85	7.27	Annexure B - Technical Evaluation criteria Sr.No. 1	Bidders expertise and experience in implementing Middleware Solution for Co-lending & Pool Buyout in last 3 years from the date of RFP (The solution should be live as on date of RFP, Bidder to submit PO & Work completion Certificate/ recent Satisfactory performance certificate from the clients as a documentary evidences)	Just to clarify BFSI includes NBFC's	BFSI doesn't include NBFC
64	87	7.28	Annexure C - Scope of work	ii.Integration with NBFCs LOS & LMS system for exchange of data through APIs.	Need clarification: We assume that bidder will provide only API and NBFC will consume on its own. Bidder will not be responsible for integration with NBFC LOS, LMS	Bidder will coordinate with NBFC for Intergration
65	89	7.28	Annexure C - Scope of work	24.Any requirement pertaining to regulatory & statutory requirement, 'cyber security, data security, cloud security and cloud hosting' highlighted, advised, or published by bank, regulatory & statutory body and GOI must be provisioned & implemented by bidder during the contract period at no additional cost to the bank.	It is assumed that solution will be deployed in Bank premise, hence all security will be responsibility of the bank except for application security.	Designing application, API Integration and Security
66	90	7.28	Annexure C - Scope of work	33.The Bidder shall migrate the data, keys and other relevant information of existing products under Co-lending platform to ensure seamless movement of those products to proposed solution.	Please share estimated volumes, in terms of no. of NBFC's, AUM, No. of loans for us to estimate migration effort.	For Co-lending - 4 and for Pool - 40

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67	90	7.28	Annexure C - Scope of work	36.The Solution should have mechanism to track & resolve complaint registered by a borrower with the NBFC within 30 days, failing which the borrower would have the option to escalate the same with the concerned Banking Ombudsman/Ombudsman for NBFCs or the Customer Education and Protection Cell (CEPC) in RBI	Is middleware solution expected to be accessible by the borrower, if yes how, what will be the scope and workflow. Ideally middleware solution is used by Bank and NBFC only hence this point is not applicable so we suggest this should be deleted	No middleware doent have access to borrower however it connected with NBFC for status
68	92	7.28	Annexure C - Scope of work 2. Due Diligence and Pre-sanction scrutiny Module	iv.Loss estimation on the pool based on the data available with the platform.	Please elaborate the exact requirement for this point	RFP Clause is self explanatory
69	92	7.28	Annexure C - Scope of work 2. Due Diligence and Pre-sanction scrutiny Module		There are many 3rd party services listed like ekyc, ckyc, vahaan, GST, MCA.  Question is will bank provide API's for this? if yes we suggests bank to provide complete list of API's and there should be separate cost in the commercial bid for this	Bank will provide the list of API for Intigration PAN AADHAAR VOTER DRIVING LICENSE PASSPORT UDHYAM Registration No GST Registration ITR Gold rate electricity bill CKYC CIC
70	92	7.28	*Annexure C - Scope of work 3. Pool execution and integration	ii.For new Pool of Assets, Auto generation of all draft documents with restricted access to all counter parties for collaborative edit. iii.Computation of capital requirement as per the risk weights basis transaction structure.	These are not the standard features of the product, we can provide this at extra cost as a customization.	No change in RFP Clause
71	92	7.28	*Annexure C - Scope of work 3. Pool execution and integration	Viii. Engagement with Trustee, Rating Agency, Legal counsel, Assignee representative and other counter parties to be handled on behalf of the Bank.	Please clarify what is expected here by the Bidder	Middleware to be communicate with Trustee, Rating Agency, Legal counsel, Assignee representative assigned by the Bank for processing of loans.
72	92	7.28	*Annexure C - Scope of work 3. Pool execution and integration	ix.Direct integration with LMS (Loan Management System) or other systems of originators.	All integrations are generally customizations and charged per manday basis. This will be charged to bank if the Bidder is expected to do NBFC integration. We need count of NBFC's and information about the NBFC LMS.	For Co-lending - 4 and for Pool - 40
73	96	7.28	Annexure C - Scope of work iii. Technical Specifications	xxiv.Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.	This point should be excluded or scope should be clearly defined	No change in RFP Clause
74	100	7.3	3.Payment Milestones:	*40% of the license cost after Go-live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & vendor representative.	We assume here that if the production instance is handed over that will be considered as go live. Please clarify. We suggest to include go live definition in the RFP.	Please refer corrigendum
75	103	7.31	7.31.ANNEXURE F: PROJECT TIMELINES		12 weeks project timeline looks unreasonable, we request to consider 24 months timeline for implementation.	No change in RFP Clause
76	105	2	Uptime	a)The bidder shall guarantee a 24x7x365 availability with quarterly uptime of 99.90%	As DC & DR will be provided by the Bank, this should be responsibility of the Bank and not Bidder. Please clarify.	The quarterly uptime of the solution should be 99.90% excluding Bank's dependency cases
77	105	2	Uptime	g)The Bank shall maintain a register at its site in which, the Bank's operator / supervisor shall record each event of failure and / or malfunction of the equipment. The VENDOR's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the VENDOR'S engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.	This may not be feasible always, instead we can maintain online report or report in excel can be shared instead of maintaining physical register, as at times we may need remote access to server.	No change in RFP Clause
78	106	3	Penalty Due to Downtime:		Penalty should be only on AMC charges and not total billing. For Uptime it should be Bank's responsibility to provide and maintain DC and DR.	No change in RFP Clause
79	106	4	4.Performance Measurement:		In general all penalties are on Subscription cost, where this is enterprise + AMC deal. So it should be on AMC value	No change in RFP Clause
80	111		Functional Specification	4. The Solution should have dedicated screens for data entry for maintaining and managing the application in the platform itself.	Please explain this specific requirement and use case for this feature	RFP Clause is self explanatory
81	111		Functional Specification	11. The solution should be configured to handle an option of Bank exercising its discretion to take it or reject its share of loans originated and sanctioned by NBFC subject to bank's due diligence.  The Solution should have capability of AI/ML, so that Bank can take data-driven and informed decisions in exercising its discretion in accepting loans from NBFC.	Please explain the use case of AI/ML in this point.	RFP Clause is self explanatory
82	83	Annexure A: Commercial bid format	7.26	-	Post live, Will bank be working directly with the NBFCs for integration? (Or) If the expectation is that the bidder will handhold all other subsequent NBFC integrations, then request bank to add a line item in the commercial bid for the efforts spent (such as alignment, integration, UAT, pre prod and go-live support) by the bidder on each NBFC onboarding. This may be a AUM based fee thus incentivising the bidder to onboard more number of NBFCs and also drive business volumes.	Bidder will do handhold

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83	83	Annexure A: Commercial bid format - Point 4	7.26	Customization Cost per man day (assuming 100 man days during contract period) (D)	Can we assume 20 days of effort may be utilised per year and arrive at the man day cost for the respective Year? Request bank to clarify.	Bidders understanding is correct
84	83	Annexure A: Commercial bid format - Point 6	7.26	-	Point 6 comprising cost component F is missing in the document. Please clarify if it is a typo.	It's a typo error, please ignore it.
85	87	Point 5.3.	7.28	Dedicated screens for data entry for maintaining and managing the application in the platform itself.	Loan application data will be shared by NBFC via APIs and manual data of the application will not be required. Request bank to clarify what data (fields) are expected for manual entry.	RFP Clause is self explanatory
86	90	Point 37	7.28	The solution should have mechanism for getting the consent of the other lender for any assignment of a loan by a co-lender to a third party.	Statement is not very evident. Request bank to clarify the use case.	RFP Clause is self explanatory
87	90	Point 38.6	7.28	Interest calculation for the bank as well as for the partners on the rate of interest agreed upon between the parties	Is this referring to the computation of the interest of Bank and NBFC for collections split?	Bidders understanding is correct
88	91	Point # x.		NPA management and monitoring solution for individual accounts.	If the data is pushed into CBS, the existing NPA monitoring based on CBS system can work. Request bank to clarify scope of NPA management module.	RFP Clause is self explanatory
89	92	2(i)	7.28 (ii - 2)	Integrated eKYC / cKYC/ vKYC tools for digitally verifying KYCs of underlying borrowers	Is vKYC for digital verification of KYC mandatory? Does cKYC verification suffice?	Integrated eKYC / cKYC/ vKYC tools for digitally verifying KYCs is required
90	97	Eligibility Criteria - Point 1	7.29	The Bidder should be a 5 years old company registered under Companies Act, 1956 / The Companies Act, 2013 /partnership Bidder registered under LLP Act, 2008 / Professional Consulting Firm.	Request for relaxation of condition and revision of years in operation to 3 years in line with general process followed by other public sector banks and encourage startup/Fintech participation in the bid process.	Please refer Corrigendum
91	97	Eligibility Criteria - Point 4	7.29	Bidder should have positive net worth and Net profit in any two of the preceding three financial years that is 2020-21, 2021-22 & 2022-23 as per audited financial statements.	Startups and Fintechs focusing on R&D, product build, customer experience employs significant amount of investment/Spent on development and maintenance of application/platform. Hence the entity may not have registered a net profit (after tax) atleast for the first few years of inception. Besides, growth in Annual turnover and/or Net worth would be a true reflection/indicator of the value created by the entity.	Please refer Corrigendum
92	98	Eligibility Criteria - Point 8	7.29	The Primary Bidder should be OEM/ SI and should have CMMi level 4 and above, ISO, Relevant Certifications or any other valid industry certifications.	<del>We request for waiver of Net profit condition under the Indian Contract Act.</del> Given the highly dynamic nature of co-lending/pool buyout, vendors should adapt to frequent system and regulatory changes. In such a landscape, it is proved that agile processes work best to ensure we are able to go live quicker and adapt faster to the changing requirements. We are a product company with great emphasis on Agile methodologies for software development and have successfully implemented projects in multiple public sector banks. We are also ISO 27001, ISO 22301 and SOC 2 compliant cementing our commitment to security and data integrity.	Please refer Corrigendum
93	103		7.31	Bidder is expected to complete the project in all respects including installation, configuration, implementation, migration and rollout of UAT & production movement for Co-Lending and Pool Buyout solution within 12 Weeks after acceptance of the purchase order issued by the Bank.	Go live timelines are also dependant on the environment (hardware) and API readiness of the bank. Hence timelines (12 weeks) should start post the handover of the necessary prerequisites by the bank to the successful bidder.	No change in RFP Clause
94	109		7.33.9	The Solution should support Bank's requirements of up-to 80 minutes Recovery Time Objective (RTO) and Zero Recovery Point Objective (RPO).	Can you clarify the Zero RPO - is it in case of primary DC going down or the Database node going down? Where are the data centers (Primary and DR) located?	1. Bidder understanding is correct for Zero RPO 2. Data Center details to be share with successful bidder
95	110		7.33.19	Dual authorization should be available wherever required by the Bank	What does Dual Authorisation refer to ? Is this maker checker for loan movement? or MFA during login?	Maker checker and MFA both required
96	111	Functional Specifications (11)	7.33	The Solution should have capability of AI/ML, so that Bank can take data- driven and informed decisions in exercising its discretion in accepting loans from NBFC.	Request the bank to clarify on what kind of data-driven decisions does the bank would like to have that are already not covered as a part of the BRE / assessment methodology agreed with the NBFC?	RFP Clause is self explanatory
97	111	Functional Specifications (12)	7.33	The Proposed Solution should have the capability to have credit assessment, NPA prediction, recovery modules, predictive analytics models based on AI/ML.	Can you share more details on the recovery module that the bank wants the vendor to provide?  As the data is pushed into bank's CBS, the existing credit assessment, NPA prediction, recovery modules etc of the banks can be leveraged without rebuilding this.	Middleware should be capable of adjusting amount form escrow amount to maintaining the laser

Sr no	Page No	Point / Section	Main Section Name	Clarification point as stated in tender document	Comment / Suggestions	Bank Response
98	111	Point 5	7.33	MIS reports on a daily basis with reconciliation at individual document level and limit information.	Request bank to clarify the requirement in detail	Please refer corrigendum MIS reports on a daily basis with reconciliation at individual account level and limit information.
99	112	Functional Specifications (15)	7.33	The solution should have the capability of Rule engine-based scrutiny of the applications for onward processing. 2-way BRE for BoM & NBFC separately.	Can you explain the exact requirement wrt 2-way BRE? What kind of BRE checks does the bank want the vendor to do at the NBFC end?	BRE specific to Bank /NBFC to access whether finance as per rule or not
100	112	Point 14	7.33	The solution should be able to allow for increase / decrease in financing amount /partial settlement	Request bank to clarify with scenarios applicable	RFP Clause is self explanatory
101	112		7.33	The Solution should support Credit rating information and notification for any change in credit rating	Is this pertaining to the Credit Rating of the Partner NBFC? Need more details on this	RFP Clause is self explanatory
102	112		7.33	The Solution should have capability for Computation of capital requirement as per the risk weights basis transaction structure.	Request bank to share details on the computation methodologies.	To be shared with successful bidder
103	97	7.29.ANNEXURE D: ELIGIBILITY EVALUATION COMPLIANCE	Sr No 2	The bidder should have experience of implementing Middleware Solution for Co-lending & Pool Buyout to at least one Public Sector Bank / Private Bank in India in last 3 years from the date of RFP. The Solution should remain live as on date of RFP.	The bidder <u>(SI/OEM)</u> should have experience of implementing Middleware Solution for Co-lending & Pool Buyout to at least one Public Sector Bank / Private Bank / <u>NBFC</u> in India in last 3 years from the date of RFP. The Solution should remain live as on date of RFP.	No change in RFP Clause. Only SI experience accepted.
104	97	7.29.ANNEXURE D: ELIGIBILITY EVALUATION COMPLIANCE	Sr No 3	Bidder should have minimum average annual turnover of <b>Rs.10 Crores</b> each during the last three financial years that is FY 2020-21 and FY 2021-22 & FY 2022-23 as	Bidder should have minimum average annual turnover of <b>Rs.50 Crores</b> each during the last three financial years that is FY 2020-21 and FY 2021-22 & FY 2022-23 as	No change in RFP Clause
105	98	7.29.ANNEXURE D: ELIGIBILITY EVALUATION COMPLIANCE	Sr No 8	The Primary Bidder should be OEM/ SI and should have CMMi level 4 and above, ISO, Relevant Certifications or any other valid industry certifications.	The Primary Bidder should be OEM/ SI and should have CMMi <u>level 3</u> and above, ISO, Relevant Certifications or any other valid industry certifications.	Please refer Corrigendum
106	100	7.30.ANNEXURE E: PAYMENT TERMS	3.Payment Milestones:	I.License Cost: • 40% of the license cost on UAT sign off of Solution. The required documents to be provided along with original invoice: a) Original delivery Challans & UAT sign off duly stamped and signed by the Bank Official. • 40% of the license cost after Go-live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & vendor representative. •15% of the license cost after 2 months of satisfactory performance. •5% of the software cost on completion of Disaster Recovery Drill	I.License Cost: • <b>80%</b> of the license cost on UAT sign off of Solution. The required documents to be provided along with original invoice: a) Original delivery Challans & UAT sign off duly stamped and signed by the Bank Official. • <b>10%</b> of the license cost after Go-live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & vendor representative. • <b>5%</b> of the license cost after 2 months of satisfactory performance. •5% of the software cost on completion of Disaster Recovery Drill	No change in RFP Clause
107	100	7.30.ANNEXURE E: PAYMENT TERMS	3.Payment Milestones:	III.AMC/ATS Cost: Payable quarterly / yearly in arrears against receipt of satisfactory service performance report of previous quarter from the Bank's Project / Operation Manager.	III.AMC/ATS Cost: Payable quarterly / yearly in <b>advance</b> against receipt of satisfactory service performance report of previous quarter from the Bank's Project / Operation Manager.	No change in RFP Clause
108	9	3. Invitation for Tender Offers	Bid Collection and Submission Calendar	Last Date and Time for receipts of tender offers : 07/06/2024 up to 16:00 hours Time and Date of Opening of technical bids : 07/06/2024 at 16:30 hours	Last Date and Time for receipts of tender offers : 17/06/2024 up to 16:00 hours Time and Date of Opening of technical bids : 17/06/2024 at 16:30 hours	Please refer Corrigendum
109	96	1	Eligibility Criteria	The Bidder should be a 5 years old company registered under Companies Act, 1956 / The Companies Act, 2013 /partnership Bidder registered under LLP Act, 2008 / Professional Consulting Firm. The Bidder should be registered for GST. It should not be individual/ proprietorship firm/ HUF etc. Companies registered as MSME Entrepreneur & still categorized as MSME as on RFP issuance date. Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt. of India. The bidder should not be a subsidiary of a foreign company.	We are DPIIT registered startup & Bank of Maharashtra empanelled FinTech vendor. Request you to allow subsidiary of foreign company.	Please refer Corrigendum
110	96	1	Eligibility Criteria	<b>The Bidder should be a 5 years old company</b> registered under Companies Act, 1956 / The Companies Act, 2013 /partnership Bidder registered under LLP Act, 2008 / Professional Consulting Firm. The Bidder should be registered for GST. It should not be individual/ proprietorship firm/ HUF etc. Companies registered as MSME Entrepreneur & still categorized as MSME as on RFP issuance date. Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt. of India. The bidder should not be a subsidiary of a foreign company.	Our Incorporation is on 14th June 2019. We will be 5 years by 14th June 2024. Since incorporation we have grown consistently and provided tech solutions to various clients including 6 PSU Banks. Therefore we request you to allow companies older than 4 years.	Please refer Corrigendum
111	96	2	Documents to be submitted	Copy of the Purchase Order indicating <b>no of licenses deployed</b> & Successful <b>completion certificate</b> from the customer which should mention that the solution is active as on date of RFP.	1) There is no mention of no of licenses deployed in the purchase orders given by the banks. Request you to exempt mention of "no of licenses deployed" in the PO and these are single license for enterprise.  2) It is really difficult to get completion certificate from Banks RFP. can we submit the existing emails or Go-live certificates from Bank as proofs? We are also sharing the customer references, that can help you cross verify.	Please refer Corrigendum
112	96	3	Eligibility Criteria	Bidder should have minimum average annual turnover of Rs.10 Crores <b>each</b> during the last three financial years that is FY 2020-21 and FY 2021-22 & FY 2022-23 as per audited financial statements.	As it is mentioned that 3 year average should be above Rs. 10 Crore, request the bank to remove the word "each" to remove the ambiguity.	Please refer Corrigendum
113	97	8	Eligibility Criteria	The Primary Bidder should be OEM/ SI and should have CMMi level 4 and above, ISO, Relevant Certifications or any other valid industry certifications.	We have CMMI Level 5 certificate, a level above Level 4. Request you to change the phrase to CMMI level 4 or above.	Please refer Corrigendum

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114	109	12	Technical Specifications	The Bidder should provide tools, utilities, technologies, applications, and platforms to be used for successful implementation, maintenance, and management of solution & infrastructure..	Does this mean the successful bidder should provide hardware, software (OS, Database etc) along with the application for Co-lending & pool buyout?	Hardware will be provided by the bank
115	84	1	TECHNICAL EVALUATION CRITERIA Parameter	(The solution should be live as on date of RFP, Bidder to submit PO & Work completion Certificate/ recent Satisfactory performance certificate from the clients as a documentary evidences)	It is really difficult to get completion certificate from Banks RFP, can we submit the existing emails or Go-live certificates from Bank as proofs? We are also sharing the customer references, that can help you cross verify.	No change in RFP Clause
116	84	1	TECHNICAL EVALUATION CRITERIA Parameter	In Public sector undertaking / Govt. Organization/ PSBs/ Public Insurance companies / In private Banks / foreign banks/ any other BFSI Sector	As per the scoring criteria mentioned "5 Marks for each implementation". Does this mean implementation of Co-lending platform with an NBFC (Size<500 Cr) and PSU Bank (Size>1 Lakh Core) will fetch same marks?	For NBFC = 2 Marks For PSB & Private Bank = 5 Marks Migration with all existing NBFC
117	99	3	Payment Milestones:	40% of the license cost on UAT sign off of Solution. The required documents to be provided along with original invoice: a) Original delivery Challans & UAT sign off duly stamped and signed by the Bank Official. <input type="checkbox"/> 40% of the license cost after Go-live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & vendor representative	Will UAT & Go-Live with one loan journey with one NBFC be enough to meet the criteria?	Please refer Corrigendum
118	82		FM Support	No of Resources mentioned for L1 is 2 and L2 is 1.	Depending on work if the vendor requests for more L1 & L2 users, will bank consider?	Bank will be decide requirement of Resources.
119			GEM Document	Estimated Bid Value is mentioned as 15 Crore in the GEM document	Is 15cr Hard cap? Requesting the bank to please share your existing book & projections so that we can understand the efforts.	Please refer GeM.
120					There is no mention of the 3rd party FinTech API integrations (PAN, DL, Bank Statement analysis etc) Request the bank to clarify on the expectations.  Also let us know who will pay the cost associated for the API usage.	Bank will pay the cost associated with API Bank will provide the list of API for Intigration PAN AADHAAR VOTER DRIVING LICENSE PASSPORT UDHYAM Registration No GST Registration ITR Gold rate electricity bill CKYC CIC
121					Request the bank to share the existing Co-lending & Pool Buyout size and any projections for the next 5 years. And Also max concurrent users. This helps us suggest the right hardware or software specifications in the Bill of Material.	To be shared with successful bidder
122	83 & 24	ANNEXURE A: COMMERCIAL BID FORMAT & 1.1.Costs & Currency		Implementation Cost (Including migration cost of existing Co-lending & Pool) & Cost for implementation and maintenance of solutions as per Scope	We could see the implementation guidelines clearly stated to 12 weeks however there is no reference to no of interfaces to be developed & Migrated. We request Bank to share detailed breakup on number of services/interfaces to be developed or migrated in total and complexity wise as simple, medium & Complex in order to arrive at resource estimates.	To be shared with successful bidder
123	83	ANNEXURE A: COMMERCIAL BID FORMAT		Customization Cost per man day (assuming 100 man days during contract period) (D)	Customization cost is requested per man day without any reference to any specific customization data / resource count. We assume the cost per man day / per resource.	Customization cost will be based on per customization. I.e. 1 customization require 100 man day or another customization require 50 man day
124	83 & 27	ANNEXURE A: COMMERCIAL BID FORMAT & 6.Terms and Conditions		Facility Management Support (E) & (b)The bidder should provide the support Facility Management Services as per the facility management clause in scope of work.	There is no section in Scope of work referring to FM Services as stated in the Clause. We request Bank to share detailed scope of work for FM in order to estimate the cost.	For System Management and Portfolio Management
125	83	ANNEXURE A: COMMERCIAL BID FORMAT		A.FM Support	We assume the Facility Management Support (E) mentioned in Commercials table is different than FM Support requested next to commercials table. Since for FM Support bank has stated in Annexure E Payment Terms - FM Cost Section that "The deployment of FM resources is optional and the deployment shall be done only after Go-live on explicit intimation from the Bank in writing. Bank reserves the right to exclude FM resource component form Commercial bill of Material at its own discretion." kindly confirm if the costs being requested in FM Support Table differ from Facility management Support(E) are different/independent and 24*7 Support which is mandatory must be considered in Facility management Support(E). if not then we request bank to change No of resources for L1 support in FM Support table from 2 to 3(Minimum) for 24*7 support and confirm that the total of FM support Table needs to be same as Facility management Support(E) which is inclusive of total Bid Value for TCO calculations.	Please refer corrigendum (L-1 = 3, L-2 = 1)
126	110	7.33.ANNEXURE H TECHNICAL AND FUNCTIONAL SPECIFICATIONS	TECHNICAL SPECIFICATIONS, SN Number 6	The solution should clear the system audit, Vulnerability Assessment and Penetration Testing (VAPT), source code audit by In-house team/third party auditor	We assume the VAPT assesment will be done by Bank and cost for same will not be attributable to Bidder.	RFP Clause is self explanatory
127		6.51.Escrow Arrangement		The Bank and the successful bidder shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the Solution supplied/ procured by the successful bidder to the Bank in order to protect its interests in an eventual situation.	We as bidder bring enterprise COTS products for implementation of solution. Being so, We request Bank to amend this clause only for to the customizations done explicitly for Bank on top of COTS product and the source code implemented using COTS product and not the base enterprise product for which OEM or bidder cannot do Escrow.	No change in RFP Clause



Sr no	Page No	Point / Section	Main Section Name	Clarification point as stated in tender document	Comment / Suggestions	Bank Response
128	111	7.33.ANNEXURE H TECHNICAL AND FUNCTIONAL SPECIFICATIONS	FUNCTIONAL SPECIFICATIONS, SN Number 4	The Solution should have dedicated screens for data entry for maintaining and managing the application in the platform itself.	We understood this RFP is being requested for procurement of Middleware solution which can integrate with various systems helping bank exposing endpoints for Banks internal system and NBFCs for easy integration, Processing & consolidation of data and reporting purposes. While doing so a middleware solution cannot possess a data entry frontend solution for end consumer, it can expose endpoint to capture and showcase data for frontend. We request bank to confirm if Bank is expecting an endpoint for end digital frontend platform of willing bidder to develop a frontend also for end user in this RFP. If the Frontend development needs to be scope of this RFP, we request Bank to share detailed scope of work/ number of screens etc for the scope of RFP.	Frontend for Branch user and admin users
129	112	7.33.ANNEXURE H TECHNICAL AND FUNCTIONAL SPECIFICATIONS	FUNCTIONAL SPECIFICATIONS, SN Number 13	The Solution should have capability for Capturing individual application, documents, KYC details etc. and providing suitable interface to the Bank officials for verification.	The Requested Functionalities refer to an implementation of custom frontend for Bank. We request bank to confirm if Bank is expecting an endpoint for end digital frontend platform of willing bidder to develop a frontend also for end user in this RFP. If the Frontend development needs to be scope of this RFP, we request Bank to share detailed scope of work/ number of screens etc for the scope of RFP.	Frontend for Branch user and admin users
130	112	7.33.ANNEXURE H TECHNICAL AND FUNCTIONAL SPECIFICATIONS	FUNCTIONAL SPECIFICATIONS, SN Number 19	The solution should act as DMS (Document Management System) along with the predetermined check box of required documents for loan processing in the platform.	We request Bank to confirm if Bank is looking for separate DMS solution to be procured or Bank is willing to have a middleware solution to have capability to integrate with DMS solution bank is already having in Banks landscape. If its integration with Banks existing DMS then we request to amend the clause as <u>"The solution should act as be able to integrate with Banks DMS (Document Management System) along with the endpoint response as predetermined check box of required documents for loan processing in the platform."</u>	No change in RFP Clause
131	112	7.33.ANNEXURE H TECHNICAL AND FUNCTIONAL SPECIFICATIONS	FUNCTIONAL SPECIFICATIONS, SN Number 23	The solution should have Pop up dialog box/early signal for anomalies (like account in SMA, Account pre-closure, RoI is not according to the scheme, partial recovery, reconciliation mismatch etc.) and compliance check box	The Requested Functionalities refer to an implementation of custom frontend for Bank. We request bank to confirm if Bank is expecting an endpoint for end digital frontend platform of willing bidder to develop a frontend also for end user in this RFP. If the Frontend development needs to be scope of this RFP, we request Bank to share detailed scope of work/ number of screens etc for the scope of RFP.	Frontend for Branch user and admin users
132	85	7.27.ANNEXURE B	TECHNICAL EVALUATION CRITERIA SN Number 1	Bidders expertise and experience in implementing Middleware Solution for Co-lending & Pool Buyout in last 3 years from the date of RFP	We request Bank to allow bidder to present experience in middleware solutions for Banks, NBFCs etc instead of specific solution as Co-lending & Pool Buyout since bidders may have implemented middle ware solutions for Banking services in more depth even for end to solutions where co-lending & pool could also be small part of overall solution which may or may not get explicitly called out.	No change in RFP Clause

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