

Clarification/amendments for the bidder's queries for the RFP "Implementation & Maintenance of switch and related software required for Central Bank Digital Currency (CBDC)" (Ref: CO/ITD/1892/R1/2023-24 dated 09/10/2023)

Sn	RFP Clause	Suggestion/Concern	Reply
1	Customer references regarding satisfactory performance by the Banks where CBDC has been successfully implemented in production: Reference from PSU/PSB-2 Reference from any other institution-1	Please confirm all 13 Bank's listed in RFP will be considered and not just the PSB	As mentioned in the RFP, all banks will be considered with corresponding marks as per page 48 of 66 of the RFP.
2	Please take care to scan documents so that total size of documents to be uploaded remains minimum. All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document. Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.	request bank to give approval to upload documents in pdf format.	As mentioned in the RFP clause, PDF format is acceptable with OCR enabled wherever possible. Additionally, please submit the form added as per Annexure II also in PDF format
3	Includes regulatory compliance and product upgrades with no cost to bank.	Product enhancement :- we are considering the product enhancement where in any new changes in suggested by the NPCI in the running product, however any new features based on the effort estimation cost.	Understanding is correct, any change in existing feature wrt compliance, as well as product upgrades of components provided by the bidder as part of this tender has to be done at no additional cost to bank. This does not cover any new features to be introduced as part of product upgrade.
4	The bidder must have installed CBDC solution (RTSP, DTSP(R) & CBDC(W)) in any bank's on-premises containerised environment	Contention including RTSP:- As per our understanding no one has implemented RTSP on container platform, we would like to get a confirmation on eligibility to get full marks considering DTSP and W CBDC on container platform.	As per NPCI specifications, DTSP layer should be necessarily on on-premises containerised environment.

5	The Bidder should submit at the time of online submission of Bid, as part of its bid, a bid security / EMD in the form of DD/ Fund transfer/ Bank Guarantee issued by a Scheduled Commercial Bank located in India (other than Indian Bank),	Annexure-VIII does not have any details for the DD or NEFT. So is this need to be submitted in terms of BG only. Considering the short timeline request you to allow submitting EMD as NEFT/RTGS or DD format. Also, are registered MSME are exempted from EMD submission	Bank's details are furnished below: Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour Account Type: Current Account Number: 743848138 Companies registered as Micro/Small Units under MSE/NSIC and startups are eligible for EMD exemption, however they should submit documentary proof for claiming exemption for Bid Security, as per form provided as per Annexure I
6	(To be submitted on Non - Judicial Stamp Paper)	What should be valid of stamp paper , will Rs. 100 stamp paper from Hyderabad will be acceptable.	The Pre-Contract Integrity Pact to be submitted on Non-Judicial Stamp paper of requisite value as applicable to the respective state of purchase.
7	The solution must be implemented in any Bank's on-premises containerised environment viz. Tanzu Kubernetes Grid	Is it mandatory to use Bank containerization environment viz. Tanzu or it can be deployed on any open-source platform	It is mandated to use Bank's containerised environment viz. Tanzu Kubernetes Grid

8	The bidder must provide end-to-end support for all software used in the RTSP, DTSP (R) & CBDC (W) solution such as LB (NGINX Plus or others), Queuing (RabbitMQ or others), Non-persistent DB (KeyDB or others), Persistent DB (Maria DB or others), Kafka etc. This end-to-end support can be provided either by the OEM or by the bidder, in case OEM does not offer a licensed / supported version of the software.	Does bidder will provide license for supporting software (other than bank supported list) e.g. NGINX, Kafka etc., in case it is required. Or it is meant to provide technical support for software used and bank will procure the required licenses.	The bidder must provide licences along with end-to-end support for all software used in the RTSP, DTSP (R) & CBDC (W) solution such as LB (NGINX Plus or others), Queuing (RabbitMQ or others), Non-persistent DB (KeyDB or others), Persistent DB (Maria DB or others), Kafka etc. This end-to-end support can be provided either by the OEM or by the bidder, in case OEM does not offer a licensed / supported version of the software.
9	15- Payment-	Commercial Finance (Rajesh) to confirm	Incomplete Query - Please adhere to terms of RFP
10	16- Liquidated damages-	Delivery team to review and confirm the penal provisions as it seems to be on higher side. The capping for penalty/LD should be in the range of 0.5% to maximum 5%. Delivery to also review and approve the penalty table mentioned under point 3.	Please adhere to terms of RFP
11	19- Limitation of Liability-	This clause shall be mutual The maximum liability of Supplier under this agreement shall be limited to 10% of the monthly billing (<i>i.e. 10% of the the aggregate value of the purchase orders placed by bank</i>)	Please adhere to terms of RFP
12	20- Indemnity -	Supplier should also obtain indemnities from the Bank, at par with the indemnities provided by it under the said corresponding clause of the RFP. Also the total indemnity under this agreement should be capped to 10% of monthly billing.	Please adhere to terms of RFP

13	23- IPR-	<p>This clause is not acceptable in its original form and needs to be modified. Supplier shall own all rights and title in its pre-existing IPs. Also we need to understand and seek clarity who will be the owner of the final developed software/solution in this engagement. Based on this clarification we will be in the position to suggest appropriate language to modify this clause.</p> <p>Also the License provided will be for the term of Contract and not perpetual. Mindgate will not take any responsibility or provide any undertaking for depositing OEM software(s) source codes in escrow. This needs to be checked.</p>	<p>Please adhere to terms of RFP</p> <p>The successful bidder/ OEM shall retain the intellectual property rights for the application software. The successful bidder shall grant user-based annual subscription License to the bank for the bank's exclusive use without limitation on the use of those licenses.</p>
14	25- Jurisdiction -	Courts of Mumbai shall be the jurisdiction	Please adhere to terms of RFP
15	28 & 29- Termination -	Supplier should have the right to terminate. The termination rights should be at par as provided to Bank.	Please adhere to terms of RFP
16	31- Confidentiality & Non Disclosure Agreement (Annexure VI)-	This clause and NDA shall be mutual and obligations under this clause / NDA shall survive for 2 years post expiry/ termination of this agreement	Please adhere to terms of RFP
17	45- Arbitration-	Sub clause (c) Arbitration shall be held in Mumbai	Please adhere to terms of RFP
18	52- Acceptance-	Deemed acceptance not acceptable. As Supplier should be provided sufficient time to review and accept the PO.	Please adhere to terms of RFP
19	- Non - Solicitation -	<p>New clause to be added -</p> <p>During the Term of this Agreement and for a period of one (1) year thereafter, each Party agrees not to, either directly or indirectly, hire or solicit or employ any of the employees of the other Party</p>	Please adhere to terms of RFP

20	- Bid Submission date - 16-10-2023-	As the Bidder need to procure 3rd party license and necessary support for 1 year, we request bank to provide additonal 3 days for responding to the bid which will help us to get the best commercials from various 3rd party softwares.	Please adhere to terms of RFP
21	16.1- Liquidated damages- The Bank will impose liquidated damages of 0.5 % per week or part thereof of the total cost of the project payable to the bidder, for delay in not adhering to the time schedules for project implementation as per Clause 9 (b)	Request Bank to consider imposing penalty only on undelivered portion in Table B rather than the TCO of the project	Please adhere to terms of RFP
22	15- Payment Terms- Onsite Resource charges as mentioned - Quarterly in arrears	Request Bank to consider revising the payment terms of resources to monthly inarrears	Please adhere to terms of RFP
23	15- Payment Terms- Table A Payment Terms	Revise Bank to consider the below payment terms for the Table A items: Code drop for service components under Table – A - 40% of the payments associated towards the mentioned service component Completion of UAT for service components under Table – A - 30% of the payments associated towards the mentioned service component Go-Live for components mentioned under Table A - 30% of the payments associated towards the mentioned service component	Please adhere to terms of RFP
24	15- Payment Terms- Table B Payment Terms	Revise Bank to consider the below payment terms for the Table B items: Code drop for service components under Table – B - 40% of the cost associated towards the mentioned service component Completion of UAT for service components under Table – B - 30% of the cost associated towards the mentioned service component Go-Live for components mentioned under Table B - 30% of the cost associated towards the mentioned service component	Please adhere to terms of RFP

25	ANNEXURE VI B- ANNEXURE VI B - COMMERCIAL BID - Table C – Post Production support (onsite)	Please confirm the below understanding: Bidder is supposed to quote the rate for 1 L1 resource & 1 L2 resource. Basis the requirement, the number of resources required will be decided later as per the unit rate quoted.	Please adhere to terms of RFP
26	ANNEXURE VII - ANNEXURE VII – SCOPE OF WORK - In addition to the above, the bidder has to perform any change / development as suggested by NPCI, RBI and other regulatory bodies. These changes which might arise in the future shall include (but not limited to) offline CBDC, Programmable CBDC and cross-border payments.	Since there is no clarity on the requirements at this point in time request Bank to keep the future use cases out side of commercial scope. The same can be taken up as a change request as and when it arises based on the Man day rate quoted	Please adhere to terms of RFP. Future developments such as offline CBDC, Programmable CBDC and cross-border payments are under scope as per Annexure VII and shall be under commercial scope also.
27	ANNEXURE VI B- ANNEXURE VI B - COMMERCIAL BID - Table B – Implementation Services Components	Request Bank to remove Programmable CBDC, Offline CBDC & Cross border payments from Table B which is considered for TCO calculation since there is no clarity on the requirements at this point in time	Please adhere to terms of RFP. Future developments such as offline CBDC, Programmable CBDC and cross-border payments are under scope and shall be under commercial scope as per Annexure VI B
28	Clause 17. The Bidder should submit at the time of online submission of Bid, as part of its bid, a bid security / EMD in the form of DD/ Fund transfer/ Bank Guarantee issued by a Scheduled Commercial Bank located in India (other than Indian Bank),	Request Bank to provide us a clarification on "Bid Security or Earnest Money Deposit waive off for startups" is applicable or not.	Companies registered as Micro/Small Units under MSE/NSIC and startups are eligible for EMD exemption, however they should submit documentary proof for claiming exemption for Bid Security.

ANNEXURE I - Declaration for MSE Benefits

(To be submitted on the letter head of the bidder signed by Director/Company Secretary)

To

Date.....

The Asst. General Manager
Indian Bank, Head Office,
Information Technology Department
66, Rajaji Salai,
Chennai-600001

Dear Sir,

Sub: Request for Proposal for Implementation & Maintenance of switch and related software required for Central Bank Digital Currency (CBDC)

Ref: Your RFP No. CO/ITD/1892/R1/2023-24 dated 09/10/2023

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. RFP No. **CO/ITD/1892/R1/2023-24 dated 09/10/2023** floated for Implementation & Maintenance of switch and related software required for Central Bank Digital Currency (CBDC).

We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSME benefits in response to your RFP floated, as referred above.

- a) Issue of Tender Documents to MSEs free of Cost
- b) Exemption on submission of bid security

In case, at any later stage, it is found or established that, the above undertaking is not true then Bank may take any suitable actions against us viz. Legal action, Cancellation of Notification of Award/contract (if issued any), Blacklisting & debarment from future tender/s etc.

Yours Sincerely

For M/s _____

Signature

Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp

ANNEXURE-II- Self-Declaration – Blacklisting

To

The Asst. General Manager
Indian Bank, Head Office,
Information Technology Department
66, Rajaji Salai,
Chennai-600001

Dear Sir,

Sub: Request for Proposal for Implementation & Maintenance of switch and related software required for Central Bank Digital Currency (CBDC)

Ref: Your RFP No. CO/ITD/1892/R1/2023-24 dated 09/10/2023

We hereby certify that we have not been blacklisted by any Government Dept. / PSUs / Banks/ PSBs / Financial Institutions currently.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date: