

**NOTICE - I**

**TENDER : REQUEST FOR PROPOSAL FOR OUTSOURCING PRE-PAID CARD MANAGEMENT & PROGRAM MANAGEMENT ON REVENUE SHARING MODEL FOR 3 YEARS. -- HO: TMD: PG :338: 2011- 12 DATED 10.02.2012**

**REF : QUERIES RAISED IN PRE-BID MEETING HELD ON 17.02.2012**

Our clarifications in response to the queries raised are given in this NOTICE. It may please be noted that this corrigendum NOTICE-1 forms part of the RFP document and scanned copies of the RFP document, corrigendum AND notice 1 are to be used as Tender Document and submitted as such duly signed by the vendors' authorized official on each page. All the vendors are requested to please note accordingly.

Further, it may also please be noted that **NO MORE QUERIES WILL BE ENTERTAINED BY THE BANK.**

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| 1. Last date and time for submission of Bids   | - <b>09.03.2012 at 04.00 pm. (REVISED SCHEDULE)</b> |
| 2. Date and time for opening of Technical bids | - <b>09.03.2012 at 04.30 pm. (REVISED SCHEDULE)</b> |

**ASST GENERAL MANAGER (TMD)  
INDIAN BANK.**

**Annexure - A**
**CLARIFICATIONS TO RFP HO/TMD/PG/338/2011-2012 DATED 10.02.2012**

Page Number	Clause Number	RFP clause	Queries / Remarks	Clarification by BANK
3	6, 3 and 4.6	6 - Compliance with labor and tax laws, etc will be the responsibility of the Service provider at their cost.	Kindly clarify whether the prices are tax inclusive or exclusive as clause 3 (page 52) and 4.6 (page 56) are contradictory.	The revenue share percentage to be quoted by the vendor is exclusive of service tax.
13	3	Entire Indemnity agreement	This clause can be invoked only for the reasons solely attributable to service provider. Also the liability should be limited to the value of the contract.	Please adhere to RFP terms
13	3. INDEMNITY CLAUSE AND PATENT RIGHTS	Wherever the Bank is required to indemnify MasterCard/VISA for any action/omission/commission on the part of the Service Provider and/or his agent and the Bank is required to indemnify the loss to MasterCard/VISA, the Service Provider, in turn, will indemnify the Bank against such eventualities and makes good the loss to the Bank. The Service Provider will also be liable for any Civil or Criminal proceedings against the Bank by any third party aggrieved for deficiencies in service that are attributable to the Service Provider.	The service provider is bound by the SLA executed between the Bank and the service provider and liability will be limited to penalty as applicable for breach of SLA. Please confirm	Please adhere to RFP terms

Page Number	Clause Number	RFP clause	Queries / Remarks	Clarification by BANK
15	6.1	The Service Provider shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The Bank desires to offer the Pre-paid card products of different variants to its customers to be distributed through Branches located across the country or through the Branches of its sponsored Banks or designated agencies with which the Bank and the Service provider may forge tie-ups.	Kindly clarify who will bear the dispatch cost and what will be location? Whether the branches include branches outside India? Also the price quoted should be inclusive or exclusive of dispatch cost?	The vendor has to bear all the costs involved with the project. It is proposed to issue cards to branches in India.
15	10	If the selected Bidder fails to complete the due performance of the contract in accordance to the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract or to accept performance already made by the bidder. The Bank reserves the right to recover an amount as deemed reasonable by the Bank as Liquidated Damages for nonperformance	The LD amount cannot be open ended and the same will need to be mutually discussed and agreed between the vendor and the Bank.	Please adhere to RFP terms

Page Number	Clause Number	RFP clause	Queries / Remarks	Clarification by BANK
15	10	LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the bidder to prove that the delay is attributable to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and <b>Bank's official</b> that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.	We need to discuss whether Bank official's authentication is required for delay's attributable to bank	Please adhere to RFP terms
16	11.2	In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Service Provider shall be liable to the Bank for any excess costs for such similar Goods or Services.	Bidder may not have control or be privy to the prices paid by the Bank to third parties for availing the same services. Bidder obligation will need to discussed and agreed mutually with the Bank at the time of contract negotiation	Please adhere to RFP terms
18	23	The Bank reserves the right to further negotiate on the price offered, with the L1 Service provider under exceptional conditions.	Kindly clarify what are the exceptional conditions under which L1 prices can be negotiated	Please adhere to RFP terms
19	Section IV, 1. IV	The bidder should have earned net profit during the last THREE financial years	The bidder should have earned net profit during 2 years in last 5 years	COVERED BY THE AMENDMENT CORRIGENDUM
19	Section IV, 1. IV	The bidder should have earned net profit during the last THREE financial years. Copy of Audited balance sheets should be submitted as proof.	can the the criteria as set in section 1. (iv) be relaxed?	COVERED BY THE AMENDMENT CORRIGENDUM

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19	Section IV, 1. IX	The Bidder should have a stable prepaid card platform having experience in issuing Visa and MasterCard prepaid cards, to be able to roll out the products immediately with minimum customization and testing	We are currently issuing the VISA cards and as per our current customer requirement we will be issuing the MASTER card as our system has capability of issuing the MASTER CARDS. Request the bank to relax the condition from VISA and MASTER to VISA or MASTER CARD	Please adhere to RFP terms
19	Section IV, 1.i	The organization should have <b>minimum 3 years</b> of experience in the area of pre-paid card management	Trust, bank will consider this overall experience of 3 years. In case bank wants to have the 3 years experience for the PSU bank, request the bank to relax the 3 year condition to 1 year conditions for PSU bank.	Please adhere to RFP terms. Only overall experience is mentioned and not the industry.
19	Section IV, 1.V	The bidder/bidder's solution provider should be in this line of activity and should have executed projects of Prepaid Card during last three years in a minimum of one Public/ Private Sector Bank in India. The solution offered should be currently running successfully	We are offering the prepaid solution for PSU since last more than 1 year. Also we have offered the prepaid card solution to many institutes on Closed loop platform for more than three years. Request the bank to relax the 3 year condition to 1 year conditions for PSU bank.	Please adhere to RFP terms. Only overall experience is mentioned and not the industry.

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19	Section IV, 1.vi	The bidder/bidder's solution provider should have started issuing major variants (at least TWO) of pre-paid cards for at least one Public/ Private Sector Bank in India	We have supported issuance and management of multiple variants ( non re-loadable, re-loadable) of prepaid cards for banks / institutions. Each of these banks / institutions supports a single variant today and have plans to launch other variants shortly. Considering that we have supported more than one variant for different institutions and have the capability of the system to support multiple variants. Request the bank to relax the criteria of two variants for the same Bank / institution.	COVERED BY THE AMENDMENT CORRIGENDUM
20	Section 5, 5.1.1	The selected Service provider has to provide Pre-paid card management and also offer end-to-end services in Pre-paid card solution including back-end services of switch maintenance/authorization, network management, authorization, MIS, Settlement services and Dispute resolution. The Service provider also should provide program management services to the bank for end-to-end Pre-Paid card business.	Request the bank to elaborate on the scope under network management. Also, from the Settlement services, we assume that the bidder / vendor should provide the reconciliation reports required on the basis of switch and host data for the settlement. On the basis of the same bank will be doing the settlement with the respective interchanges. Kindly confirm our understanding.	Bank will be handling the settlement activity and the vendor is required to provide all the necessary support.
20	Section V, 5.1	The Service provider should host services with switching infrastructure in PCIDSS certified environment, fully functional, with sufficient scalability to accommodate growth in volume of transactions in future for authorization,	Our switching environment is under the process of PCI DSS certification and we should be completing the same in six months time. Apart from this system is fully functional with sufficient scalability to accommodate growth in volume of	Please adhere to RFP terms

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		authentication and settlement of transactions originating from Pre-paid cards issued by the Bank through various communication protocols	transactions in future for authorization, authentication and settlement of transactions originating from Pre-paid cards issued by the Bank through various communication protocols.	
20	Section V, 5.1.1	Bidder should provide for card design, procurement of plastic, personalization, PIN generation, welcome kit design and distribution with Bank towards the pre-paid card program.	Request the bank to provide the indicative information on below parameters. 1. Number and type of variants expected by bank to launch in next three years. 2. Year wise number of card per variants expected to issue. 3. Details of the expected stationery as a part of welcome kit. ( including the expected stationery specifications)	The project is on revenue sharing model and the program management has to be handled by the vendor. The vendor is expected to provide the business case for product variants alongwith the sales figures for break even. The welcome kit should contain welcome letter, card, operational guidelines and promotional leaflets.
20	Section V, 5.1.1	The Pre-paid card should be capable of being used for cash withdrawal at ATMs and POS or for POS transactions at EDC terminals or any of the transactions within the overall guidelines stipulated by Reserve Bank of India (RBI).	What is the revenue sharing model for cash withdrawal at ATM's	The ATM cash withdrawal charge is liable to be paid to the ATM owning Bank (domestic). For international transactions, it can be considered for revenue sharing.
20	Section V, 5.1.1	The Bank desires to offer the Pre-paid card products of different variants to its customers to be distributed through Branches located across the country or through the Branches of its sponsored Banks or designated agencies with which the Bank and the Service provider may forge tie-ups.	Kindly clarify what are the different card variants that are looked at. Also let us know if the revenues earned by the Bank will be same across all variant of cards. If these are different then we request the Bank to detail the same and also provide the likely revenues.	The project is on revenue sharing model and the program management has to be handled by the vendor. The vendor is expected to provide the business case for product variants alongwith the sales figures for break even.

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20	Section V, 5.1.1	The Service Provider shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract The Bank desires to offer the Pre-paid card products of different variants to its customers to be distributed through Branches located across the country or through the Branches of its sponsored Banks or designated agencies with which the Bank and the Service provider may forge tie-ups.	Kindly clarify who will bear the dispatch cost and what will be location? Whether the branches include branches outside India? Also the price quoted should be inclusive or exclusive of dispatch cost?	The vendor has to bear all the costs involved with the project. It is proposed to issue cards to branches in India.
21	Section V, 5.1.1	The solution should support standard messaging formats including ISO 8583 and XML, provide for seamless Hardware and Firmware upgrades; Operating System and Middleware upgrades	Upgrades are carried out through a Change Management Process. Need clarification on reference to "seamless"	Since the total operational control is with the vendor, the downtime impact should be very minimal without affecting the availability to customers.
21	Section V, 5.1.1	The solution should provide web-based access to branches for issuance and activation of Pre-paid cards with user authentication and authorization for such issuance, activation (Maker & Checker).	We need more information on: 1) Total no. of bank branch users needing web-access 2) No. of users accessing the service concurrently.	All branches are required to be provided with the web access. It is estimated around 200 concurrent sessions will be required.
21	Section V, 5.1.1	The solution should provide for Branches/Call centre web-enabled access through Internet to check balances and other queries relating to the card account including closure of the card account	We need more information on: 1) Total no. of bank branch users needing web-access over the Internet 2) No. of users accessing the service concurrently.	All branches are required to be provided with the web access. It is estimated around 200 concurrent sessions will be required.



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21	Section V, 5.1.1	All user interfaces at Branches/Card Section/Customer Access through Internet should be GUI based and should be consistent across modules / application within the system and across all delivery channels to give uniform look and feel to the user/customer.	We need more information on: 1) Total no. of bank branch users needing web-access over the Internet 2) No. of users accessing the service concurrently.	All branches are required to be provided with the web access. It is estimated around 200 concurrent sessions will be required.
22	Section V, 5.1.2	The Service provider should provide 24 X 7 hours Helpdesk with Toll free number at the Bank/Service provider's location for Hotlisting of Cards and attending to the queries of the Cardholders regarding card transactions in India and from outside India	Bank is expecting bidder to provide the helpdesk on 24 X 7 basis. The location of helpdesk is very important as it will have cost implications due to infrastructure requirement. Hence request the bank to confirm about the location upfront.	The helpdesk to be hosted in the vendor's premises. The Bank is acceptable to host the same in Bank's premises also provided all the cost involved for the same is borne by the vendor.
22	Section V, 5.1.2	The solution to be deployed should be compliant to PCI – DSS standards and VISA and MasterCard etc certified including the card plastic and personalization should comply with VISA and MasterCard etc standards	The bidder would outsource a few activities like plastic procuring and card personalization to VISA/ MasterCard certified vendors. Trust this would be acceptable to the Bank.	Acceptable to the Bank.
22	Section V, 5.1.2	The cardholders should be provided access to view and manage their card account through Internet/other popular delivery channels; securely with proper authentication and identification	We need more information on: 1) Total no. of bank branch users needing web-access over the Internet 2) No. of users accessing the service concurrently.	All branches are required to be provided with the web access. It is estimated around 200 concurrent sessions will be required.

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22	Section V, 5.1.3	The transactions would be routed directly to VISA and MasterCard etc from the Service provider's switch hosting the bank's pre-paid card program for both on-us and off-us transactions at present. The Service provider should also be capable of and agreeable to provide an option for routing of our Bank's pre-paid Cards/Network Group pre-paid Cards operated at the Bank's own ATMs/EDC Terminals by dedicated network connectivity between the Service provider's and the Bank's switch, as and when required by the Bank without any additional cost.	Considering the proposed approach by bank for transaction routing for interchange transactions and On-Us transactions, we request the bank to have a single approach of using the existing interchange gateway of the bank and bank switch to route the transactions to prepaid card host. It will give the single consolidated switch file for all On us and Off us transaction. From the settlement and dispute standpoint, it will be needed. It will also help to reduce the cost for the bidders and in effect to bank. Considering the items mentioned for the revenue sharing, the bidder will have very less options to recover the cost and in turn the cost of sharable revenue line items will increase and it will impact on the card selling capability. Additionally, in future, if bank decided to bring in the prepaid host in its premises, it will be hassle free activity. Hence, request the bank to allow to re-use the existing interchange gateway of bank and switch. Bidder will bear the cost of integration and connectivity from the bank interchange gateway / switch to Prepaid host situated in bidder's premises.	Please adhere to RFP terms

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23	Section V, 5.1.2	The Service provider should have DRS facility of the entire infrastructure with maximum failover time of thirty (30) minutes within which the DRS facility should become fully operational in case of failure of DC. The DRS facility should be located in different latitudes/non seismic zones.	Request bank to consider failover time of 120 minutes.	The maximum failover time of thirty (30) minutes is for individual processes.
23	Section V, 5.1.3	The solution should provide for flexible and dynamic multiple currency Conversion	Flexible or Dynamic currency conversion is a facility at the acquiring end at Merchant level to provide facility for customers to transact on currencies of their choice. Request the Bank to clarify the applicability of this facility in a prepaid card issuance scenario.	Please adhere to RFP terms
23	Section V, 5.1.3	Service provider has to bear all the costs associated with the Issuance and distribution of prepaid card	It is difficult to estimate the distribution cost. Hence, request the bank to pay the cost of dispatch on actuals.	Please adhere to RFP terms

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23	Section V, 5.1.3	The training should cover features of hardware, software, communication devices, security devices, interfaces etc. including hands-on training and exercises. <b>The training will have to be provided at Bank's premises or external sites acceptable to Bank, at Service provider's cost.</b> It should include training on the Operating Systems, Middleware, associated system utilities and other products etc. for a period determined by Bank. The training module should comprise, Schedules as per Bank's convenience, Sufficient copies of comprehensive material, books and hand-outs, Copies of video/slide, Courseware meeting Bank's needs	Request the bank to bear the cost of travel and lodging involved for the trainer. Or request the bank to organize the training at any location in Chennai only. Please confirm on the number of such training sessions required to be held? Also, the end to end solution will be hosted in bidder's premises and hence only the end user functional training for the branch officials will be provided. Kindly consider the above requested approach for the training.	The training should be done under the "train the trainer" model on the solution for select personnel. The training may be held at Vendor location/ bank location based on need. As the branches will be the selling point for the cards, necessary operational guidelines, how to use material should be provided for educating the branches to issue and manage these cards with ease.
23	Section V, 5.1.3	The Service provider should provide for transaction Monitoring reports for monitoring of frauds and any suspicious transactions. The Service provider is solely liable for all fraud transactions perpetrated by using data/cards stolen from <b>their infrastructure</b> .	Kindly clarify what is "their infrastructure" meant here? We need to clearly understand when the liability of the vendor ceases.	Please adhere to RFP terms

Page Number	Clause Number	RFP clause	Queries / Remarks	Clarification by BANK
23	Section V, 5.1.3	The Service provider shall provide extensive training, on its product, to users including branch officials.	We need clarification on the training? Whether this is an online training or physical training? Also we need to understand how many hours and number of people required to be trained? What is expected in the training material?	The training should be done under the "train the trainer" model on the solution for select personnel. The training may be held at Vendor location/ bank location based on need. As the branches will be the selling point for the cards, necessary operational guidelines, how to use material should be provided for educating the branches to issue and manage these cards with ease.
24	Section V, 5.1.5	Suspect Activity Risk Management reports and tools, AML, <b>OFAC</b> compliance, Periodic Account Review	Does bank expect to launch the prepaid cards for inward cross border remittances also? If no, kindly elaborate the requirement for the OFAC compliance? or does bank mean a FEMA regulations instead of OFAC for outward remittances on travel cards ?	The vendor under program management is required to suggest product variants for issuance. The scope of the products issued should be compliant to all regulations and guidelines in force from time to time.

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24	Section V, 5.1.5	The scope of work also includes Card Generation, Card Management ( activation, enquiries, inventory control and daily data backup) Transaction authorization, Settlement of transactions to be reconciled with bank's settlement, MasterCard and VISA etc card accounts and <b>managing External Interfaces (VISA and MasterCard etc (VAP/MIP), SMS alerts</b> and Transaction Monitoring. Scope of work also includes managing an online 24x7 Monitoring and helpline with one toll free telephone number.	1. Please consider the request mentioned above to use the existing external interfaces of bank ( VAP /MIP) 2. What type of transactions / category, SMS need to be sent?	For point 1 please adhere to the RFP terms.  SMS alerts to be sent as per extant guidelines issued by RBI/Government.
25	Section V, 5.3	Any customizations to be done in the pre-paid card management solution to meet the requirement of the bank / IS Auditor / Master Card / VISA / RBI / NPCI should be done free of cost throughout the contract period of 3 year	The scope and scale of the customization post go live cannot be estimated and hence request the bank to bear the cost of such customization on a time and material basis. The Bidders can quote the man-month rates for such activities.	Please adhere to RFP terms
25	Section V, 5.3	The entire pre-paid card management solution is subject to the Bank's IS audit process	Kindly clarify who will bear the cost of audit?	Bank's IS audit cost will be borne by the Bank.
27	Anenxure 1, Point number 13	VALID CERTIFICATES ISSUED BY MASTER CARD AND VISA TO THE BIDDER. AUTHORIZATION LETTER FROM THE PARTNER IF THE LICENSES ARE IN THE NAME OF PARTNER	As requested in above point (Sl no 8), if bank allow to route the transactions from its interchange gateways and switch, then the certificates from VISA /MASTER is not required. Hence request the bank to consider the above request and relax the criteria of submitting the VISA / MASTER	Please adhere to RFP terms

Page Number	Clause Number	RFP clause	Queries / Remarks	Clarification by BANK
			certificates.	
28	Anenxure 1, Point number 20	UNDERTAKING LETTER FOR COMPLIANCE TO INFORMATION TECHNOLOGY ACT 2000" needs to be submitted.	We seek further clarification to this clause. Will an underwriting from a member of the board or a senior executive suffice as our response to this clause or any additional certificates / documents required.	Undertaking letter from the company is required.
37	17	The system should provide Communication link between Branches/Card Section/Regional office and Service provider's location through internet with necessary security at both ends.	Service Provider (Bidder) will be able to provide access to the hosted service for users over the Internet. However, the scope of securing the access is provisioned at Service Provider end only. Similarly, Infrastructure provisioning (such as Internet link) will be done at service provider end. Request bank to provide infrastructure for access to the Internet at the bank-end.	Please adhere to RFP terms
39	Annexure 8. Point no . 7	The solution should support features such as velocity checking, negative files etc. It should support various transactions including chip based, key management, address verification and card verification etc.	Kindly clarify on the Negative file checking requirement?	Please adhere to RFP terms. Negative file checking as available in the industry for the transaction authorization as fraud prevention tool is required.
41	Annexure 8. Point no . 39	The system should support multiple card activation mechanisms like event based (on first transaction/ on first load), program based (bar code based activation for gift cards) and activation on customer verification in person or on IVR.	Kindly elaborate the technical and functional requirement for Bar Code based activation? Does bank have bar code readers, which will be used for the activation? What is specifications for the Bar code reading and authorizing ?	At present Bank does not have bar-code based authentication. The same is considered as future requirement.

Page Number	Clause Number	RFP clause	Queries / Remarks	Clarification by BANK
41	Annexure 8. Point no . 43	The system must support credit interest on credit balance for prepaid cards with configurable interest rates.	Is scope is limited to interest rate maintenance, calculation and credit to prepaid account or any other function also required? Kindly clarify the requirement, as typically, the interest on credit balances are not given to customers. If bank decided to give the interest on credit balance, trust, it will not be a cost on bidders account and same will not be deducted from total revenue generation.	The requirement is for the functionality to be available in the solution. The interest payment will be at Bank's cost and call.
44	Annexure 8. Point no . 72	The solution should provide wide range of global switching interfaces such as VISA and MasterCard etc and other EFT switches including domestic switching networks like NFS, etc through API.	What are the other probable interchanges and switches may require to be integrated in future?	The requirement is for availability of APIs for all future interfaces envisaged without any additional cost to the Bank.
44	Annexure 8. Point no . 75	The Service provider should have implemented similar projects in any of the Banks/Financial institutions in line with RBI guidelines on Issuance and Operation of Prepaid Payment Instruments in India (Service provider has to furnish support document compulsorily)	Kindly clarify on type of document proof required.	As provided for compliance to the eligibility norms.
44	Annexure 8. Point no . 76	Solution to be implemented should comply with Reserve Bank of India guidelines on financial outsourcing issued vide Annex to circular DBOD.No.BP.40/21.04.158/2006-07 dt. November 3,2006 and subsequent amendments / guidelines issued from time to time (Service provider has to	The proposed approach of Prepaid card solution is on revenue sharing model. Where the bidder is expected to provide the technology, infrastructure, backend services and consultancy service. Actual fund handling and settlement with the interchanges and merchants are managed by bank.	Wherever applicable on the scope of work carried out by the vendor, the vendor is required to comply with the same.



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		furnish support document.)	Hence, mentioned circular by RBI on the Financial outsourcing is not applicable. Kindly confirm and advice.	
51	Annexure 14	Commercial Bid	1. Trust, the mentioned revenue items which can be shared are probable in nature and new revenue items can be added, depending on the type of card variants. 2. Who and how would the charges to the end customer in the revenue sharing items will be decided ? 3. What will be the minimum charges which can be possibly levied on customers under revenue sharing line items. 4. For foreign currency travel cards, request the bank to share the agreed fixed percentage of “ Forex mark-ups on initial load and reload “ with the bidder.	Program management scope is with the vendor. Forex markups on initial load and reload will not be shared.
51	Annexure 14	Possible revenue streams which will be considered for sharing between Bank and the Service provider	We understand that there are charges like Charge for ATM balance enquiry/charge slip retrieval/Replacement card fees/usage charges etc. whether these revenue streams will be considered while arriving at the revenue sharing basis	The same are covered under the possible revenue sharing streams as transactional revenue.

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51	Annexure 14		The vendor is expected to quote only a percentage of the various fee/charges indicated as "Possible revenue streams which will be considered for sharing between Bank and the Service provider:" However, the quantum of such fee is not mentioned. Who will be defining the quantum of such fee? What will be the impact on the revenue to the vendor of the Bank decides not to apply or to waive certain fees/charges?	The various fee and charges will be mutually agreed and applied. However please note that the revenue is shareable only on actual revenue.
52	1	<b>Service provider's share i.e. Percentage.</b> Mention only Service provider's share in percentage upto two decimal places (no other method of quote will be accepted).	We assume that the % referred to is the % of the total revenue earned by the Bank out of the prepaid issuance program. Request the Bank to confirm on the same	Please adhere to RFP terms. The share of percentage is only on the shareable revenue and not on the total revenue earned.
52	3	3 - The rates quoted should be inclusive of all taxes.	Kindly clarify whether the prices are tax inclusive or exclusive as clause 3 (page 52) and 4.6 (page 56) are contradictory.	The revenue share percentage to be quoted by the vendor is exclusive of service tax.
54	Article 1 – 1.1.7	"Personnel" shall mean trained and qualified employees of the Service Provider under the supervision and control of the Service Provider for discharging the responsibilities and performing such Activities for and on behalf of the Service Provider as assigned to them by the Service Provider, which includes the supervision of the Activities undertaken by the Personnel.	"Personnel" shall mean trained and qualified employees, and contractual staff of the Service Provider under the supervision and control of the Service Provider for discharging the responsibilities and performing such Activities for and on behalf of the Service Provider as assigned to them by the Service Provider, which includes the supervision of the Activities undertaken by the Personnel.	The content of the draft service provider agreement will be finalized with the L1 vendor while signing the agreement.

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55	Article 4 – 4.2	The Service Provider shall carry out the Activities as per the time schedule, as is communicated to the Service Provider by the Bank from time to time.	The Service Provider shall carry out the Activities as per the time schedule, as agreed between the Service Provider and the Bank from time to time.	The content of the draft service provider agreement will be finalized with the L1 vendor while signing the agreement.
55	Article 4 – 4.3	The Personnel of the Service Provider shall always remain under the employment, supervision and control of the Service Provider and provide such services as may be agreed between the Service Provider and the Personnel. The contract is between the employee and the Service Provider and no way connected to the Bank.	The Personnel of the Service Provider shall always remain under the supervision and control of the Service Provider and provide such services as may be agreed between the Service Provider and the Personnel. The contract is between the employee and the Service Provider and no way connected to the Bank. The Service Provider is at liberty to change the Personnel as deemed fit to provide services to the Bank.	The content of the draft service provider agreement will be finalized with the L1 vendor while signing the agreement.

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56	Article 4 – 4.4	The Service Provider shall pay all wages, salaries, employee payments of any kind including terminal benefits which shall include notice salary, retrenchment compensation, bonuses, leave salaries, provident fund, employees state insurance contributions, and other contributions to the Personnel directly and the Bank shall not be liable in this regard to the Service Provider or the Personnel in any manner whatsoever. In respect of the Personnel hired by the Service Provider, the Service Provider shall comply with all the statutory responsibilities and obligations as prescribed under the relevant rules and statutes for the time being in force and ensure that no nexus, either direct or indirect, shall be established between the Personnel and the Bank which may lead to any presumption or conclusion to the effect that the Personnel may be treated as the employees of the Company.	The Service Provider shall pay all wages, salaries, employee payments and contractual payments of any kind and other contributions to the Personnel directly and the Bank shall not be liable in this regard to the Service Provider or the Personnel in any manner whatsoever. In respect of the Personnel hired by the Service Provider, the Service Provider shall comply with all the statutory responsibilities and obligations as prescribed under the relevant rules and statutes for the time being in force and ensure that no nexus, either direct or indirect, shall be established between the Personnel and the Bank which may lead to any presumption or conclusion to the effect that the Personnel may be treated as the employees of the Company	The content of the draft service provider agreement will be finalized with the L1 vendor while signing the agreement.
56	Article 4 – 4.6	4.6 - All taxes, fees, charges and other outgoings incurred or to be incurred under any Laws shall be at the complete cost and responsibility of the Service Provider except Service Tax or any other similar tax or levy imposed by State or Central Government on the type of services rendered by the Service Provider to the Company, present or future.	Kindly clarify whether the prices are tax inclusive or exclusive as clause 3 (page 52) and 4.6 (page 56) are contradictory.	The revenue share percentage to be quoted by the vendor is exclusive of service tax.

Page Number	Clause Number	RFP clause	Queries / Remarks	Clarification by BANK
57	Article 4 – 4.13	The Service Provider shall allow the Bank or its representatives to enter the Premises at all times, without any notice, for overseeing the Activities and physical verification of all records, employee related or otherwise which are maintained by the Service Provider in connection with the Activities undertaken by the Service Provider under this Agreement. This inspection shall not be construed as the statutory/internal audit of the Service Provider as may be required under any law.	The Service Provider shall allow the Bank or its representatives to enter the Premises with prior notice of at least 1 month, for overseeing the Activities and physical verification of all records, employee related or otherwise which are maintained by the Service Provider in connection with the Activities undertaken by the Service Provider under this Agreement. The Audit or inspection should be completed within a maximum period of 2 (Two) working days beyond which professional service charges of the Service Provider will be applicable and has to be borne by the Bank.	The content of the draft service provider agreement will be finalized with the L1 vendor while signing the agreement.
57	Article 4 – 4.8	The Service Provider shall not have any authority to and shall not enter into any agreement(s) on behalf of the Bank, draw, accept, or endorse any bill of or on behalf of the Bank or use the name or logo of the Bank.	The Service Provider shall not have any authority to and shall not enter into any agreement(s) on behalf of the Bank, draw, accept, or endorse any bill of or on behalf of the Bank. The Service Provider may use the name or logo of the Bank for its marketing purposes only with prior consent of the Bank.	The content of the draft service provider agreement will be finalized with the L1 vendor while signing the agreement.

Page Number	Clause Number	RFP clause	Queries / Remarks	Clarification by BANK
58	Article 5 – 5.1	The Bank agrees that charges more specifically mentioned in the Purchase Order shall be paid directly to the Service Provider on a [monthly basis] by the Bank after invoices of the same have been raised by the Service Provider on the last day of the month within a period of 15 days from the receipt of such invoice by the Bank subject to deductions of applicable taxes/levies.	The Bank agrees that charges more specifically mentioned in the Purchase Order shall be paid directly to the Service Provider on a [monthly basis] by the Bank after invoices of the same have been raised by the Service Provider on the last day of the month within a period of 15 days from the receipt of such invoice by the Bank subject to deductions of applicable taxes/levies , failing which delayed payments will attract interest of 1.5% per month.	The content of the draft service provider agreement will be finalized with the L1 vendor while signing the agreement.
58	Article 6 – 6.1	Either party may terminate this agreement by issue of 3 months notice to the other party without assigning any reason; however notwithstanding anything contained herein in exigent circumstances, the agreement can be terminated by Bank instantly without any notice.	Considering the strategic nature of the deal, Bidders will be making considerable investments upfront to meet the bank's issuance plan, any premature Termination of the Contract for convenience will cause considerable hardship to the Bidder. Request the Bank to consider Termination option only in the event of an uncured breach.	The content of the draft service provider agreement will be finalized with the L1 vendor while signing the agreement.
58	Article 6 – 6.1.c	On the occurrence of any event or any omission which may lead to the violation of any of the covenants or stipulations or warranties stipulated in this Agreement	On the occurrence of any event or any omission which may lead to the material violation of any of the covenants or stipulations or warranties stipulated in this Agreement	The content of the draft service provider agreement will be finalized with the L1 vendor while signing the agreement.

Page Number	Clause Number	RFP clause	Queries / Remarks	Clarification by BANK
58	Article 7 – 7.1	Without prejudice to all other rights and remedies available to Bank, in the event of the expiry or prior termination of the Agreement as aforesaid, the Service Provider shall unless otherwise agreed upon in writing, do the following forthwith;	Without prejudice to all other rights and remedies available to either party, in the event of the expiry or prior termination of the Agreement as aforesaid, other party shall unless otherwise agreed upon in writing, do the following forthwith;	The content of the draft service provider agreement will be finalized with the L1 vendor while signing the agreement.
58	Article 7 – 7.1.a	Cease to use the IPR or any insignia on any stationery, letterhead, document, nameplate, neon- signs, furniture, and representation or in any other manner;	Cease to use the IPR or any insignia on any stationery, letterhead, document, nameplate, neon- signs, furniture, and representation or in any other manner;	The content of the draft service provider agreement will be finalized with the L1 vendor while signing the agreement.
58	Article 7 – 7.1.b	Destroy or return to the Bank all stocks of stationery, promotional material of any kind, sales literature, brochures and all other items of similar nature	Destroy or return all stocks of stationery, promotional material of any kind, sales literature, brochures and all other items of similar nature	The content of the draft service provider agreement will be finalized with the L1 vendor while signing the agreement.
58	Article 7 – 7.1.c	Immediately repay all amounts owing to the Bank including advance if any paid by the Bank for and on behalf of the Service Provider as per the Bank's books, regardless of whether or not such amounts have become due, but subject to deduction of dues from the Bank to the Service Provider.	Remove clause	The content of the draft service provider agreement will be finalized with the L1 vendor while signing the agreement.
58	Article 7 – 7.1.d	Cease to represent Bank or source business for Bank, in any manner whatsoever.	Cease to represent the party or source business the party, in any manner whatsoever.	The content of the draft service provider agreement will be finalized with the L1 vendor while signing the agreement.
59	Article 7 – 7.1.e	Return all the records, files and documents relating to this Agreement whether in the form of hardbound, loose leaf or in any electronic medium to the	Return all the records, files and documents relating to this Agreement whether in the form of hardbound, loose leaf or in any electronic medium .	The content of the draft service provider agreement will be finalized with the L1 vendor while signing the agreement.

Page Number	Clause Number	RFP clause	Queries / Remarks	Clarification by BANK
		Bank.		
59	Article 7 – 7.1.f	Allow representatives of the Bank at all times to remove all the data (physical or other- wise), and other assets belonging to Bank without restrictions, objections, harm or obstructions of any nature whatsoever	Allow representatives of the party at all times to remove all the data (physical or other- wise), and other assets without restrictions, objections, harm or obstructions of any nature whatsoever	The content of the draft service provider agreement will be finalized with the L1 vendor while signing the agreement.
59	Article 7 – 7.1.g	Withdraw all its personnel from the Premises as per the instructions of the Bank in this regard.	Withdraw all its personnel from the Premises as per the instructions of the Bank in this regard.	The content of the draft service provider agreement will be finalized with the L1 vendor while signing the agreement.
59	Article 7 – 7.1.h	Ensure that all personnel, who are deputed to perform the Services in the Premises, return all Bank identity/visiting cards available in their possession;	Ensure that all personnel, who are deputed to perform the Services in the Premises, return all Bank identity/visiting cards available in their possession;	The content of the draft service provider agreement will be finalized with the L1 vendor while signing the agreement.



Page Number	Clause Number	RFP clause	Queries / Remarks	Clarification by BANK
59	Article 8 – 8.1	It is hereby agreed by and between the Parties hereto that all information with respect to the business and operations of Bank, Services, its credit policies, its database shall be kept strictly confidential by the Service Provider and its directors and employees and the same shall not be disclosed or revealed except with the prior written permission of Bank, to third parties or otherwise be used, except in connection with this Agreement and the performance of its duties and obligations there under, except for disclosures required by any law or required to be made to Governmental agencies. All such data compiled by the Service Provider shall be the exclusive property of Bank and the Service Provider shall not have any rights over the data whatsoever.	It is hereby agreed by and between the Parties hereto that all information with respect to the business and operations of the disclosing party, Services, its credit policies, its database shall be kept strictly confidential by the receiving party and its directors and employees and the same shall not be disclosed or revealed except with the prior written permission the disclosing party, to third parties or otherwise be used, except in connection with this Agreement and the performance of its duties and obligations there under, except for disclosures required by any law or required to be made to Governmental agencies. All such data compiled by the receiving party shall be the exclusive property the disclosing party and the receiving party shall not have any rights over the data whatsoever.	The content of the draft service provider agreement will be finalized with the L1 vendor while signing the agreement.

Page Number	Clause Number	RFP clause	Queries / Remarks	Clarification by BANK
61	Article 12 – 12.1	The Service Provider undertakes to indemnify and keep Bank and its officers/employees fully indemnified and harmless from and against all the consequences of any action leading to breach of any of the terms and condition of this Agreement as also of any of its representations or warranties not being found to be true at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs (hereinafter referred to as “Claims”) faced, suffered or incurred by the Bank. The Service Provider hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts and omissions on the part of the Personnel and/or any false representations and warranties of the Service Provider.	Each party undertakes to indemnify and keep the other party and its officers/employees fully indemnified and harmless from and against all the consequences of any action leading to breach of any of the terms and condition of this Agreement as also of any of its representations or warranties not being found to be true at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs (hereinafter referred to as “Claims”) faced, suffered or incurred by the other party. Each party hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts and omissions on the part of the Personnel / its employees and/or any false representations and warranties of the other party.	The content of the draft service provider agreement will be finalized with the L1 vendor while signing the agreement.

Page Number	Clause Number	RFP clause	Queries / Remarks	Clarification by BANK
61	Article 12 – 12.2	Similarly, in the event of any claims being made on Bank, on account of any breach of warranty, representations, non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made or deficiency in service by the Service Provider, its employees, officers, agents the Service Provider undertakes to pay on first demand made by Bank of any amount on this account without any demur, reservation, contest, protest whatsoever within 7 working days of the demand being made. Bank may at its option settle any or all Claims made on it and recover the amount so paid from the Service Provider and/or make deductions from the amount payable by Bank to Service Provider.	Similarly, in the event of any claims being made on Bank, on account of any breach of warranty, representations, non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made or deficiency in service by the Service Provider, its employees, officers, agents the Service Provider undertakes to pay on first demand made by Bank of any such losses or damages on this account.	The content of the draft service provider agreement will be finalized with the L1 vendor while signing the agreement.
61	Article 12 – 12.3	The Service Provider hereby agrees, acknowledges and undertakes that the Service Provider shall be responsible and shall take all necessary steps to ensure that the Bank, directors, employees, officers and associates of the Bank are not put into any inconvenience from police, officials of any government, semi-government, judicial or quasi-judicial authorities on account of any non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or	Each party hereby agrees, acknowledges and undertakes that the other party shall be responsible and shall take all necessary steps to ensure that the other party, its directors, employees, officers and associates are not put into any inconvenience from police, officials of any government, semi-government, judicial or quasi-judicial authorities on account of any non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or	The content of the draft service provider agreement will be finalized with the L1 vendor while signing the agreement.

Page Number	Clause Number	RFP clause	Queries / Remarks	Clarification by BANK
		undertaking made by the Service Provider, its personnel including employees, officers, agents.	undertaking made by the Service Provider, its personnel including employees, officers, agents.	
62	Article 15 – Add new clause 15.2		Notwithstanding the above or anything to the contrary contained in this agreement, the Service provider is at liberty to engage sub-contractors for performing his obligations under the Service Agreement.	The content of the draft service provider agreement will be finalized with the L1 vendor while signing the agreement.
63	Article 21	Service Provider agree and understand that this agreement shall not restrict or prohibit bank from entering into similar arrangement with anybody of its choice nor doing such processing work on its own.	Service Provider agree and understand that this agreement shall not restrict or prohibit either party from entering into similar arrangement with anybody of its choice nor doing such processing work on its own.	The content of the draft service provider agreement will be finalized with the L1 vendor while signing the agreement.
General	General	RFP Copy	Please provide the word copy of the RFP to submit the response in desired format.	The annexures will be provided in word format on request.
General	General		Total number of users expected to access the Prepaid system at branches and number of branches ?	At present Bank has around 1935 branches and around 20000 employees. The users are required to access the systems on Maker-Checker concept.
General	General	Pin Printing	Bank has not mentioned about the responsibility of pin printing activities. If it is to be printed by vendor, should the vendor arrange for the stationery and dispatch from vendors printing facilities to appropriate location.	The vendor is required to handle the activity as the project is for total outsourcing.

Page Number	Clause Number	RFP clause	Queries / Remarks	Clarification by BANK
General	General		The number of cards issued by the Bank and the number of transactions originated by the cardholder on ATM/POS and other channels are difficult to predict. Also, certain fees levied by the card schemes are fixed in nature irrespective of the volume of business. In view of this, can the Bank bear all card scheme related charges?	Please adhere to RFP terms
General	General		We presume that all charges pertaining to welcome kit containing the card plastic and other collaterals will be paid by the Bank fore the entire quantity procured by the vendor based on the order placed by the Bank. Please confirm.	All charges related to the project are to be borne by the vendor and the bank will only pay the % of shareable revenue as quoted by the vendor.