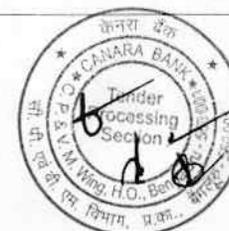


Replies to Prebid Queries for GeM Bid ref no. GEM/2024/B/4993225 dated 28/05/2024

Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
1	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	Clause 2	Penalties/Liquidated Damages	Requesting cap the overall penalties and liquidated damages of the Bidder under this RFP to 10% of the total contract value.	Bidder to comply with RFP terms and conditions
2	19	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	Clause 6	Right to Audit	"(i)the audit shall be restricted to the engagement and shall be conducted with prior reasonable notice (ii) Bank or its authorized representatives shall execute a Non-Disclosure Agreement before such audit which shall govern the conduct of audit and any results thereof; (iii) the auditors or the representatives of Bank for the audit shall not be bidder's competitors; (iv) the audit shall not be conducted more than once in a calendar year and twice in entirety; and (v) any findings during the audit, shall be shared with bidder and be discussed and agreed mutually with Bank and bidder for its closure."	Bidder to comply with RFP terms and conditions
3	44	SECTION G - GENERAL CONDITIONS	Conflict of interest	<p>21.1.BIDDER/VENDOR/ SERVICE PROVIDER represents and warrants that it has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.</p> <p>21.2.BIDDER/VENDOR/ SERVICE PROVIDER represents and warrants that if any such actual or potential conflict of interest arises under this Agreement, Vendor/Service Provider shall immediately inform the Bank in writing of such conflict.</p> <p>21.3.BIDDER/VENDOR/ SERVICE PROVIDER acknowledges that if, in the reasonable judgment of the Bank, such conflict poses a material conflict to and with the performance of VENDOR/ SERVICE PROVIDER's obligations under this Agreement, then the Bank may terminate the Agreement immediately upon Written notice to VENDOR/ SERVICE PROVIDER; such termination of the Agreement shall be effective upon the receipt of such notice by VENDOR/ SERVICE PROVIDER.</p>	"All confirmations shall be provided as on the current date as per our risk management procedures, to the best of our knowledge."	Bidder to comply with RFP terms and conditions
4	55	Annexure 2 Pre Qualification criteria	Pre-Qualification Criteria	The bidder should have experience in providing Consultancy Services of setting up new Credit Card business/ migration of Credit Card business projects carried out in at least 1 (One) Public Sector Bank/Private Sector Bank/Foreign Bank having branches in India / BFSI in the last 05 years as on 31/03/2024.	<p>Modification :</p> <p>The bidder should have experience in providing Consultancy Services of setting up new Credit Card business/ migration of Credit Card business projects/digital payments strategy carried out in at least 1 (One) Public Sector Bank/Private Sector Bank/Foreign Bank / BFSI in the last 08 years as on 31/03/2024.</p>	Bidder to refer Corrigendum-2



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5	74, 75, 77,78	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	Clause 4.3.4, Clause 5.1.1, Clause 5.1.11, Clause 5.1.24	<p>4.3.4. The consultant should help in drafting the supporting agreements and documentations to facilitate working of this model and to facilitate transfer of portfolio from Bank to Company.</p> <p>5.1.1. The consultant needs to prepare comprehensive RFP/s to on-board multiple OEMs of the Card ecosystem to support both the end to end processing model and the logistics model. The model that should be adopted for implementation should be suggested by the consultant. No of RFPs covering the entire card eco system needs be determined by the consultant after studying the various verticals of card ecosystem and how the vendors need to be on boarded. Consultant should suggest the Bank/Company on setting up the total facility through Managed services model, SI model or direct engagements with OEM. Bank/Company reserves the right to proceed with any model that it feels appropriate after due consultation. Composition of vendors/services through one or more RFPs for on boarding will be determined by the Bank/Company.</p> <p>5.1.24. Consultant should draft policies, SOPs and guidelines for the new ecosystem duly taking a holistic view on the regulatory and statutory stipulations.</p>	<p>Notwithstanding anything to the contrary, kindly note that we do not provide any legal services directly or indirectly since we are not permitted to provide the same. Our scope is limited to technical/commercial aspect and our services will not include provision of any legal services or legal advice. No work performed by our employees shall be construed as legal service/legal advice</p>	<p>Legal services are not expected but drafting the supporting agreements and documentations are required to be provided by consultant as per clause</p>
6	81	Annexure 10	Technical Evaluation	<p>1. Expertise and Experiences: No. of successful completion of Consultancy Services for setting up new Credit Card business/ migration of Credit Card business projects carried out in Public Sector Banks/Private Sector Banks/Foreign Banks having branches in India / BFSI in the last 05 years as on 31/03/2024. No. of clients: • ≥ 5 clients: 25 Marks • ≥ 3 client & < 5 clients: 15 marks • ≥ 1 client & < 3 clients: 10 marks • < 1 client: 0 Marks</p>	<p>Modification requested: There are not many new credit card business set up for each consultant to get 5 or more in last 5 years</p> <p>1. Expertise and Experiences: No. of successful completion of Consultancy Services for setting up new Credit Card business/ migration of Credit Card business projects/ Digital Payments strategy carried out in Public Sector Banks/Private Sector Banks/Foreign Banks / BFSI in the last 08 years as on 31/03/2024. No. of clients: • ≥ 2 client & F3 4 clients: 25 marks • 2 clients: 15 marks • 1 client: 10 Marks</p>	<p>Bidder to refer Corrigendum-2</p>
7	81	Annexure 10	Technical Evaluation	<p>PCI certificate for the last 3 completed years -8 Marks certificate for less than three completed year -0 Marks</p>	<p>Request removal of PCI Certification: The PCI DSS certification applies to all entities that store, process or transmit cardholder data and/or sensitive authentication data. Hence, it is not relevant in this RFP as this a pure consultant RFP</p>	<p>Bidder to refer Corrigendum-2</p>
8	81	Annexure 10	Technical Evaluation	<p>Bidder Presentation</p>	<p>Is Bidder presentation/proposal required to be submitted with Bid submission or it can be submitted during the presentation when Bank calls for it post Bid submission?</p>	<p>The contents of the presentation to be presented during the presentation. Presentation may be conducted online or offline mode as per Bank's requirement. The date, time and venue for the presentation will be intimated during the evaluation process</p>



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Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
9	NA	NA	NA	NA	Whether the Bank has received RBI approval for transfer of Business to Subsidiary? Whether CCSL has received NBFC approval?	Bidder to be guided by the RFP document.
10	NA	NA	NA	NA	Request extension of Bid submission date by 2 weeks i.e 4th July 2024	Bidder to refer Corrigendum-1
11	11	SECTION B - INTRODUCTION	4.Objective	4.2.The bidder should provide the consultancy Services for "end to end assisting the Bank and Subsidiary M/s CCSL on the proposed transfer of Digital Products business including Credit Cards to M/s CCSL".	Please provide the list of products covered under each phase of the project and also clarify if workstreams related to each of the products will be run concurrently	Please go through the detailed Scope of Work in the RFP document. Bidder to Comply with RFP terms and conditions.
12	11	SECTION B - INTRODUCTION	5.Requirement Details	5.2.The term of contract will be for a period of 18 months. However, Bank reserves the right to have an annual review on completion of 12 months the date of acceptance of purchase order. If the services are found to be unsatisfactory Bank reserves the right to discontinue the Services.	If the project timeline exceeds beyond 18 months because of third party vendors or the bank, how will the timeline be extended? How will the consultant be compensated in such scenario?	It is envisaged that the total scope of work defined in the RFP can be completed within 18 months. However if the timelines are stretched the consultation fees specified in the Bill of Material under Table A and Table B in Annexure-15 of the RFP document will only be paid. Only for the services of onsite resources if deployed beyond 18 months will be paid proportionately extra if the services are utilised.
13	12	SECTION B - INTRODUCTION	7.Scope of Work	7.4.1.For smooth completion of project, the selected Bidder should identify two of its representatives at Bengaluru as a single point of contact for the Bank.	1. Clauses in section 4.5 specify 6 on-site resources 2. Please clarify on the split of total number of resources, number of resources to be stationed in Bangalore, off site resources expected by the bank 3. This dedicated resource requirement is limited for phase III only or it is applicable for other phases as well 4. Please clarify on the minimum number of resources required in each phases? 5. The consultant may opt for operating in an onshore, offshore model, so while some resources will be deployed in Bangalore, some resources may support the team from their base locations.	Sufficient resources to be deployed for all the 3 phases to complete the scope of work within the stipulated timelines. Two resources to be from Bengaluru and act as single point of contact.
14	12	SECTION B - INTRODUCTION	7.Scope of Work	7.2.Bank reserves the right to modify the scope due to change in regulatory instructions, market scenario and internal requirement within the overall objective of Consultancy Services in the process of on-boarding of vendor.	We wish to submit that modification of scope increases the efforts which may be mutually discussed and agreed during the course of the project	Onboarding of vendor need to factor changing regulatory and market scenarios. It is expected that consultant is abreast with the changes up to date
15	13	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1.Project Timelines	Within 1 Month from the date of acceptance of purchase order.	It is mentioned in the RFP that Bank has sought approval from the regulator for credit card business. Receipt of approval is a dependency for start and end of the project and will be linked to go-live. In our experience 1 month is a very short timeframe for completion of Phase I. Request if this timeline can be increased to atleast 3 months	Bidder to comply with RFP terms and conditions
16	13	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	A.End to End Processing Model - Credit Cards, ITPC & Prepaid Cards	Phase 1 - Migration business from Bank as per Scope of work	Please specify the total portfolio size to be migrated for Credit, Debit, QR, prepaid cards etc. that needs to be migrated to CCSL: No. of cards/ pos terminals/ QRs/ Merchants Transaction Value/ Volume Partnerships, product variants etc.	Please read section on "End to End model" and "Logistics model" for bifurcation of products which require migration. Actual will be shared with successful bidder



Replies to Prebid Queries for GeM Bid ref no. GEM/2024/B/4993225 dated 28/05/2024

Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

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17	14	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	End to End Processing Model - Credit Cards, ITFC & Prepaid Cards.	Phase 2 - Process improvement & ecosystem upgrade as per Scope of work Consultant to suggest the Bank/Company to implement this model in which, the entire infra for card issuance would be created afresh at the company or particular hardware/software will be chosen by Bank for replacement. The consultant has to design RFP/s or other procurement modes documents for on boarding of various vendors to complete the card ecosystem.	We wish to submit that the timeline for implementation be considered as 8-9 months given various dependencies that may arise during the course of the project.	Phase II predominantly deals with identification of areas which require upgradation and help in the RFP process. The same is not sequential but in parallel to phase-I. Bidder to comply with RFP terms and conditions.
18	15	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1. Project Timelines	1.8 Bank shall reserve the right to change the timelines in order to comply with regulatory guidelines or for any other reason without any additional cost.	We wish to submit that modification of scope increases the efforts which may be mutually discussed and agreed during the course of the project.	Onboarding of vendor need to factor changing regulatory and market scenarios. It is expected that consultant is abreast with the changes up to date. Bidder to comply with RFP terms and conditions.
19	15	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	A. Only Logistics Model - Debit Cards, QR Codes, POS, FASTags etc.,	Consultant to suggest the Bank/Company on adopting the entire existing Card ecosystem/ other digital product platforms being run by the Bank by adopting/making use of the existing card and other infrastructure at Bank, arrangements with card, POS, FASTag vendors/stake holders, processes, etc. The consultant has to design RFP/s or other procurement modes documents for on boarding of various vendors to complete the scope described under Only Logistics Model. Consultant to suggest the Company to look in to stabilization of the operations within the new entity.	Please elaborate on the scope and timelines of the consultant with respect to logistics model.	Scope of work for logistic model is elaborated in Annexure-9, Clause No 2.6. Timeline is applicable to that phase. Bidder to comply with RFP terms.
20	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	2. Penalties/Liquidated Damages	2.2 Penalties/Liquidated damages for Onsite resources: In case the resource goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the selected bidder to ensure that regular functioning of the solution does not hamper. In case replacements are not arranged, Bank shall pay only the proportionate amount of resident resource charges during the particular month. The Bank shall also impose a penalty of 0.5% of the monthly resource cost for the respective Resident resource for each week and part thereof of absence. However, total penalty under this clause will be limited to 20% on the monthly Resident resource charges payable to the selected bidder.	Our understanding is that planned leaves of employees will be exempted from this clause. Also medical leaves or leaves due to any exigency may be exempted.	Bank seeks a suitable substitute even on occasion of planned leave or medical leave. Work not to be hampered or delayed in any way. Bidder to comply with RFP terms and conditions.
21	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	3. Payment Terms	All payments shall be released directly by the Bank to the bidder except as otherwise provided in the tender. All payments by the Bank will be effected in Indian Rupees. TDS will be deducted as applicable. Subject to any deductions from the Contract price as per Contract, the Bidder shall be entitled to receive the contract price in the following manner after accomplishment of assigned tasks	The current payment milestones linked to completion of each phase. We wish to submit that there will be multiple delivery milestones in each of the phases. Therefore it is suggested that payment milestones be linked to submission of deliverables at each phase and for Phase III, payment be released on monthly basis.	Bidder to comply with RFP terms and conditions.



Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

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22	18	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.Subcontracting	<p>5.1.Principle bidder only can participate and bidder should not sub-contract to any other company/firm/trust. After Selection process of the bidder and order placement, resources deployed should be employed with the selected bidder and they should be on the payroll of the selected bidder.</p> <p>5.2.The selected bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected bidder under the contract without the prior written consent of the Bank.</p> <p>5.3.In case subcontracting is warranted in interest of the project, the selected bidder should take consent of the Bank before undertaking any such agreement. The selected bidder should further ensure subcontracting agreement is vetted by the Bank.</p> <p>5.4.Even if the selected bidder gets into subcontracting, accountability and responsibility of the resource provided shall lie with selected bidder only. Bank shall hold correspondence only with the selected bidder.</p> <p>5.5.The selected Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected Bidder under the contract without the prior written consent of the Bank. The selected Bidder should not sub-contract works to any contractor from a country which shares a land border with India unless such</p>	<p>Price Waterhouse Chartered Accountants LLP is a member firm of the network of the India firms registered with the Institute of Chartered Accountants of India as "Price Waterhouse & Affiliates". The India Network of Firms consists of separate, distinct, and independent member firms, each of which is incorporated in accordance with local legal requirements and are registered with the ICAI.</p> <p>Each member firm of Price Waterhouse & Affiliates is also an individual member of an International Network of firms, PricewaterhouseCoopers International Limited ("PwC IL"). Each member firm of the said International Network is a separate and distinct legal entity and does not act either as the agent of PwC IL or any other member firm or is it responsible or liable for the acts or omissions of any other member firm.</p> <p>In the course of provision of Services under this RFP, we hereby clarify that we may draw on the resources and credentials from any member firm of PwC IL.</p> <p>We may also engage subcontractors for the purposes of internal, administrative (including storage, hosting, IT and other maintenance and support facilities), regulatory or compliance purposes.</p> <p>No prior consent shall be required for the aforementioned assignment for subcontracting.</p>	<p>Successful bidder should not partner with any of RUPAY, VISA, MASTER networks directly or indirectly for this contract. Suitable declaration to be provided in this regard</p>
23	19	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	6. Right to Audit	<p>6.1.The selected Bidder (Service Provider) has to get itself annually audited by internal/external empaneled Auditors appointed by the Bank/Inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the Service Provider is required to submit such certification by such Auditors to the Bank. The Service Provider and or his/their outsourced agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.</p> <p>6.2.Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been</p>	<p>Please clarify on the applicability of the clause with respect to the delivery of stated scope by the bidder.</p>	<p>Bidder to comply with RFP terms and conditions.</p>



Replies to Prebid Queries for GeM Bid ref no. GEM/2024/B/4993225 dated 28/05/2024

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24	19	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.Subcontracting	5.3.In case subcontracting is warranted in interest of the project, the selected bidder should take consent of the Bank before undertaking any such agreement. The selected bidder should further ensure subcontracting agreement is vetted by the Bank.	Bidder will be working with various of its affiliate firms to deliver the scope of the services. Request you to reconsider	Bidder to comply with RFP terms and conditions
25	28	SECTION E - SELECTION OF BIDDER	4. Bidders Presentation/Site Visits/Product Demonstration/POC	4.2.The Bank at its discretion call for providing of Proof of Concept (PoC) of proposed solution at the location which is identified by the Bank. Hence, Bidder is required to arrange the required software in prior and need to submit the pre-requisites document in order to complete the POC within 10 Days.	Our understanding is that Proof of Concept may not be applicable for the scope of work outlined in the RFP	Bidder to refer Corrigendum-2
26	29	SECTION E - SELECTION OF BIDDER	7.Selection of successful Bidder/Consultant	7.2.However, the Bank does not bind itself to accept the highest scored bidder or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. 7.5.The bidder who is H1 (highest score) will be referred as the selected bidder/ successful bidder.	The clause 7.2. and 7.5 are divergent to each other. Please clarify which clause will be applicable	Bidder to comply with RFP terms and conditions
27	37	SECTION G - GENERAL CONDITIONS	4.Human Resource Requirement	4.8.2.Address Proof (Local and Permanent)- Duly attested photocopy by candidate and Bidder HR.	Please clarify if it is mandatory to have resources from Bangalore only. What is the expectation if the resources are travelling from out of town?	Bidder to comply with RFP terms and conditions
28	37	SECTION G - GENERAL CONDITIONS	4.Human Resource Requirement	4.8.1.Resume latest (Candidate Photograph should be part of Resume only) and Print should be in color only.	Please provide with the resume format with the details required	Bidders have to submit detailed resume of the resources proposed to be deployed by the successful bidder.
29	38	SECTION G - GENERAL CONDITIONS	4.Human Resource Requirement	4.8.6.Background Police Verification report - Duly attested photocopy by candidate and Bidder HR.	It is submitted that Bank may consider Bonafide certificate issued by the employer	Bidder to comply with RFP terms and conditions
30	38	SECTION G - GENERAL CONDITIONS	6.Inspection of Records	6. Inspection of Records Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software & other items provided to the Bank under this RFP and the selected bidder shall extend all cooperation in this regard.	Records will be retained as per our organizations records retention policies. Upon reasonable notice, the bank can inspect the invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements.	Bidder to comply with RFP terms and conditions
31	38	SECTION G - GENERAL CONDITIONS	7.Negligence	7.Negligence In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.	Request the bank to limit the liability under this clause to 10% of the value of corresponding goods/services not delivered by us. Please also clarify if government procurement norms (including price discovery) for procurement of such services from third parties.	Bidder to comply with RFP terms and conditions



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32	42	SECTION G - GENERAL CONDITIONS	15.Business Continuity Plan:	<p>15.1.The service provider/vendor/ Bidder shall develop and establish a robust Business Continuity and Management of Disaster Recovery Plan if not already developed and established so as to ensure uninterrupted and continued services to the Bank and to ensure the agreed upon service level.</p> <p>15.2.The service provider/vendor/ Bidder shall periodically test the Business Continuity and Management of Disaster Recovery Plan. The Bank may consider joint testing and recovery exercise with the Service provider/vendor.</p>	It is submitted that since the bidder will not be providing any systems/ solutions, the stated clause may be considered for deletion	Bidder has to ensure that uninterrupted services has to be provided to the Bank/Company. Bidder to comply with RFP terms and conditons
33	43	SECTION G - GENERAL CONDITIONS	20.Indemnity	<p>20.Indemnity</p> <p>20.1.The BIDDER/VENDOR/ SERVICE PROVIDER shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:</p> <p>20.1.1.The breach, default or non-performance of undertakings, warranties, covenants or obligations by the BIDDER/VENDOR/ SERVICE PROVIDER;</p> <p>20.1.2.Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the BIDDER/VENDOR/ SERVICE PROVIDER;</p> <p>20.1.3.Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the BIDDER/VENDOR/ SERVICE PROVIDER.</p>	<p>There are several remedies available under law and contract to the bank for such breach of obligations. For e.g., there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.</p> <p>If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.</p>	Bidder to comply with RFP terms and conditions



Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

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34	43	SECTION G - GENERAL CONDITIONS	20. Indemnity	20.2. The BIDDER/VENDOR/ SERVICE PROVIDER shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of service provided by them.	<p>1. We request the bank to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines.</p> <p>"1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.</p> <p>2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a non-infringing equivalent; iii. Modify it to make it non-infringing.</p>	Bidder to comply with RFP terms and conditions
35	44	SECTION G - GENERAL CONDITIONS	21. Conflict of Interest:	<p>21. Conflict of interest:</p> <p>21.1. BIDDER/VENDOR/ SERVICE PROVIDER represents and warrants that it has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.</p> <p>21.2. BIDDER/VENDOR/ SERVICE PROVIDER represents and warrants that if any such actual or potential conflict of interest arises under this Agreement, Vendor/Service Provider shall immediately inform the Bank in writing of such conflict.</p> <p>21.3. BIDDER/VENDOR/ SERVICE PROVIDER acknowledges that if, in the reasonable judgment of the Bank, such conflict poses a material conflict to and with the performance of VENDOR/ SERVICE PROVIDER's obligations under this Agreement, then the Bank may terminate the Agreement immediately upon Written notice to VENDOR/ SERVICE PROVIDER; such termination of the Agreement shall be effective upon the receipt of such notice by VENDOR/ SERVICE PROVIDER.</p>	<p>We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>	Bidder to comply with RFP terms and conditions



Replies to Prebid Queries for GeM Bid ref no. GEM/2024/B/4993225 dated 28/05/2024

Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
36	44	SECTION G - GENERAL CONDITIONS	20.Indemnity	<p>20.5.BIDDER/VENDOR/ SERVICE PROVIDER aggregate liability shall be subject to an overall limit of the total Cost of the project.</p> <p>20.6.The limits specified in above clauses shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or loss caused due to breach of confidential obligations or applicable data protection laws or commission of any fraud by the bidder or its employees or agents or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.</p>	<p>Bank is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by MeitY. It is also the normal industry practice. Bank may consider including the following language:</p> <p>"Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services.</p> <p>Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</p>	Bidder to comply with RFP terms and conditions
37	45	SECTION G - GENERAL CONDITIONS	23.General Conditions to Contract:	23.3.The BIDDER/VENDOR/ SERVICE PROVIDER shall abide/comply with applicable guidelines issued by RBI on Outsourcing of IT services vide master direction note no: RBI//2023-24/102 DoS.CO.CSIT/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications.	Please specify the exact guideline/clauses that needs to be referred here	The RFP clause is self explanatory. Bidder to comply with RFP terms.
38	48	SECTION G - GENERAL CONDITIONS	SECTION G - GENERAL CONDITIONS	30.Social Media Policy	Please share the complete policy for our reference	Bidder to refer Social Media policy in Bank's Website https://www.canarabank.com/UploadedFiles/Pdf/Part%20B%20Social%20Media%20Policy%20for%20customers%202021-22.pdf
39	49	SECTION G - GENERAL CONDITIONS	33.Bidder Conformity	33.2.Bidder should ensure to adhere applicable regulatory guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank, Vendor will be liable to bank for any event for security breach and leakage of data/information.	Please clarify which specific regulatory guidelines have been referenced here? Please specify the details	Bidder to comply with RFP terms and conditions
40	50	SECTION G - GENERAL CONDITIONS	33.Bidder Conformity	33.3.Bidder should ensure that, it is complying with applicable guidelines issued by regulatory bodies on Digital Personal Data Protection Act 2023 and its future amendments and communications.	Please clarify what specific guidelines have been referenced here? Please specify the details	Bidder to comply with RFP terms and conditions
41	56	Annexure-2 Pre-Qualification Criteria	A.General	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.	Please provide the letter of confirmation format required to fulfill the requirement	Bidder to submit self declaration on company's letter head to this effect



Replies to Prebid Queries for GeM Bid ref no. GEM/2024/B/4993225 dated 28/05/2024

Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
42	58	Annexure-2 Pre-Qualification Criteria	C.Experience & Support Infrastructure	The bidder should have experience in providing Consultancy Services of setting up new Credit Card business/ migration of Credit Card business projects carried out in at least 1 (One) Public Sector Bank/Private Sector Bank/Foreign Bank having branches in India / BFSI in the last 05 years as on 31/03/2024.	Please provide format in which these references and details needs to be provided with the required documents	The bidder should submit purchase Order and reference letter / satisfactory letter/reference letter from the client duly mentioning the details of the services rendered.
43	58	Annexure-2 Pre-Qualification Criteria	C.Experience & Support Infrastructure	The bidder should submit purchase Order and reference letter / satisfactory letter/reference letter from the client duly mentioning the details of the services.	Please allow Engagement & Purchase Order with a Reference call with the client instead of Satisfactory letter/ reference letter	Bidder to comply with RFP terms and conditions
44	58	Annexure-2 Pre-Qualification Criteria	C.Experience & Support Infrastructure	A undertaking letter from the bidding consultancy firms confirming to no ownership relationship with Card Networks like VISA, MASTERCARD and NPCI etc., should be submitted.	Please provide the undertaking format required to fulfill the requirement	Bidder to comply with RFP terms and conditions
45	58	Annexure-2 Pre-Qualification Criteria	C.Experience & Support Infrastructure	The Bidder should have in depth knowledge of Statutory and Regulatory guidelines of Reserve Bank of India/Any other regulatory body pertaining to the Credit card business, Debit card business, Acquiry business, POS portfolio, QR and such other related businesses and the latest Master Circular on Credit Card Operations of Banks.	Please provide the undertaking format required to fulfill the requirement	Bidder to comply with RFP terms and conditions
46	67	Annexure-9 Scope of Work	2.6.Only Logistics Model:	All clauses mentioned in 2.6.Only Logistics Model.	Are all these data sharing and processes checked from compliance point of view?	Consultant to guide the Bank on this aspect
47	67	Annexure-9 Scope of Work	2. Background:	2.6.Only Logistics Model:	The logistic Model requires more elaboration. 1. Is Logistic model divided in three phases, similar to the End-to-End model? 2. Will the Logistic model have similar sub-module like RFP creation, vendor evaluation, implementation and process creation? 3. In cases where requisite data is to be transferred from Canara Bank to CCSL to execute (not limited to) Card embossing and printing, are compliance approval secured from data/information security point of view or same shall need to be obtained during Migration?	RFP clause is self explanatory. Bidder to comply with RFP terms and conditions.
48	68	Annexure-9 Scope of Work	2.6.Only Logistics Model:	2.7.Post receipt of regulatory clearance, Bank plans to transfer its Credit Card business initially and other products thereafter. Bank intends to ensure that the existing card holders are receiving the services in a "Business as usual" environment in spite of this transition of business from Bank to the company. To facilitate this Bank needs to ensure smooth migration of existing card portfolio and also plans to build the supporting end to end card infrastructure at the company. The company needs to initiate steps to make itself compatible to handle other digital business.	Please clarify if there is any dependency on our work on receipt of regulatory clearance, as timelines may shift	Bidder to comply with RFP terms and conditions.
49	71	Annexure-9 Scope of Work	4.Phase 1: Migration of existing business from Bank	4.1.11.The Consultant after implementation of the Lift and Shift model, should co-ordinate with the independent certifying agency/consultant on the compliance to all the regulatory guidelines and security standards.	Our understanding is that Bank will appoint required certifying agencies and bidder will restrict to coordination/ project management.	RFP clause is self explanatory. Bidder to comply with RFP terms and conditions.



Replies to Prebid Queries for GeM Bid ref no. GEM/2024/B/4993225 dated 28/05/2024

Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

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50	71	Annexure-9 Scope of Work	4.Phase 1: Migration of existing business from Bank	4.1.8.The consultant should specify the modalities for the hive off exercise. The cut-off date and the activities to be carried out on the cut-off date for smooth transition between the present system at Bank and the proposed system at the subsidiary. This should also include framing and implementing test cases, if any.	We wish to submit that there are specialized agencies for testing of the payment ecosystems and bank appoints such agencies to frame and execute test cases.	RFP clause is self explanatory. Bidder to comply with RFP terms and conditions.
51	72	Annexure-9 Scope of Work	4.Phase 1: Migration of existing business from Bank	4.1.16.The consultant should provide insights into the various accounting entries, GL transfer modalities, handling of cards in queue, cards in process and cards in transit, modalities to handle returned cards, cards to be renewed in near future, incentives receivable, treatment of unredeemed points, transfer of NPA book, SMA book and cards reported as fraud in the Bank books, outstanding customer complaints, etc. The listed items are not exhaustive. The consultant through this expertise need to highlight to Bank any other aspects that need to be taken care of and also help in achieving the migration.	<p>1. The Bank would be under IGAAP and CCSL may be required to report under Ind AS, is the expectation that the consultant would help configure the accounting entry setup in line with Ind AS for the transferee entity or would the scope only be restricted to review?</p> <p>2. There are requirements to assess and map cross NPA aspects in line with RBI guidelines for daily NPA tagging, is the consultant expected to assist with logic for identification, recognition and accounting for the same?</p> <p>3. If the entity reports under Ind AS, is the consultant also expected to assist with Provision related aspects as per Ind AS 109 for financial instruments?</p> <p>4. Credit card and other digital products generally have various fees and other associated components which need to be accounted for, is the expectation from the consultant to develop the accounting policies and related frameworks for accounting in CCSL?</p> <p>5. Is the consultant expected to assist with estimation of Credit card rewards, other digital benefit rewards provisions or would the expectation be limited to accounting only?</p> <p>6. Is the expectation the develop BRD/FSD for system transition?</p> <p>7. Is the consultant expected to assist with Chart of accounts setup?</p>	<p>1. Consultant to advise on the applicable accounting entry setup in line with Ind AS</p> <p>2. Yes</p> <p>3. Yes</p> <p>4. Yes</p> <p>5. Yes. Consultant is expected to assist with estimation of Credit card rewards, other digital benefit rewards provisions</p> <p>6. Yes</p> <p>7. Yes</p>



Replies to Prebid Queries for GeM Bid ref no. GEM/2024/B/4993225 dated 28/05/2024

Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
54	73	Annexure 9 - Scope of Work	4.2. Valuation	4.2.3The consultant should undertake valuation of the existing books through available models, treatment of various segments and provide clarity on the transfer mechanism of the book at value to the subsidiary from the parent. Preferential treatment, if need be, to be suggested. Treatment of transfer of NPA book, unbilled part of the book is also to be advised. Valuation of the SMA book also needs to be undertaken.	<p>1.Please discuss the applicability of the following language in the context of valuation: "provide clarity on the transfer mechanism of the book at value to the subsidiary from the parent. Preferential treatment, if need be, to be suggested. Treatment of transfer of NPA book, unbilled part of the book is also to be advised."</p> <p>2.In line with the clarification we have sought above (refer our query 1 against Annexure 9- Clause 4.2.2), we understand that KPIs (such as NPAs, SMAs, unvelled credit limits, Credit Card crystallized dues, dues not billed, transactions in transit, accumulated reward points, Incentives earned but not credited, etc.), if relevant, should already be factored in the business plan / projections to be shared with us by the Bank. We'll consider such KPIs (projected) appropriately while valuing the Specified Business.</p>	<p>Please be guided by the RFP document</p> <p>All relevant details for valuation will be shared with the successful bidder</p>
55	73	Annexure 9 - Scope of Work	4.2. Valuation	4.2.4The consultant should arrange for the valuation as above, two independent valuation agencies for the Credit Card portfolio. Such valuers would be decided by the Bank. The final reports provided by the valuers are to be validated by the consultant.	<p>1.Please help us understand the need to engage two additional independent valuers when we would be performing a similar exercise for the Bank.</p> <p>2.Additionally, we do not arrange for external / independent valuers for / on behalf of the clients.</p> <p>3.We would not be in a position to allow our reports to be reviewed by other valuers due to the firm's risk management policies.</p>	<p>1. Valuation of the portfolio is the basis for contract between CCSL and Bank. As such valuation from independent valuers are required.</p> <p>2. Successful bidder has to engage with two independent valuers to provide these valuations and these independent valuers should be acceptable to the Bank</p> <p>3. Bank will review the reports</p>
56	73	Annexure 9 - Scope of work	4.1 Migration of existing business from bank	4.1.23.Consultant should also assist CCSL defining the accounting standards to be followed along with advice on the taxation (direct & indirect).	<p>1. It is mentioned at phase-I: Migration of existing business from bank, that consultant should assist CCSL defining accounting standards to be followed along with advice on taxation. The said scope is covered for Phase 1 - Migration of existing business. However, the RFP document does not provide for any scope from a tax perspective for the 'Logistics model'. Request you to let us know whether we need to incorporate the same?</p> <p>2. Is the scope limited to providing direct tax implications on the transaction involved in the lift and shift model and does not includes implementation support on account of the same?</p> <p>3. Does the scope intends to cover providing comments from a tax perspective on various documents / documentation review viz; Business Transfer Agreements (BTA), purchase price allocation report, valuation reports etc.</p>	<p>1. Successful bidder to examine the logistics model and suggest applicability of taxation aspects.</p> <p>2. Please be guided by RFP</p> <p>3. Yes, The intepretation is correct.</p>



Replies to Prebid Queries for GeM Bid ref no. GEM/2024/B/4993225 dated 28/05/2024

Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

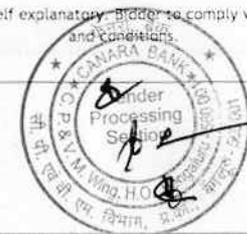
Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
57	73	Annexure 9 - Scope of work	4.1 Migration of existing business from bank	4.1.23.Consultant should also assist CCSL defining the accounting standards to be followed along with advice on the taxation (direct & indirect).	<ol style="list-style-type: none"> Whether the scope is limited to commenting on GST implications on transfer of digital products business from Bank to M/S CCSL? Whether the scope expected is implementation support such as reviewing the computation for transfer of ITC on account of the business transfer at the bank level, filing of ITC-02, customer communication, things to be ensured post the transfer of business or such other support? The number of States the new business will operate from? 	<ol style="list-style-type: none"> Scope is self explanatory.Bidder to comply the same. Yes. Implementation support is required. The business will be PAN India
58	73	Annexure-9 Scope of Work	4.Phase 1: Migration of existing business from Bank	Consultant should also assist CCSL defining the accounting standards to be followed along with advice on the taxation (direct & indirect)	<ol style="list-style-type: none"> Is the expectation from consultant to assess the applicable accounting standards (IGAAP or Ind AS) or assist with adoption of the relevant accounting Standards post assessment of applicability? Will the scope be restricted to only digital products and credit cards or apply to all components of financial statements, i.e., end to end transition/adoption? What is the expected post migration accounting support (e.g., a quarter, a year etc.)? Is there an expectation that the consultant would be required to provide trainings for accounting and develop manual of accounts? Is the consultant expected to assist with Chart of accounts setup? Is the consultant expected to assist with business combination accounting on business transfer? 	<ol style="list-style-type: none"> The consultant needs to assist in adoption of accounting standards along with assesment of applicability. Yes. The scope is restricted to Digital products, including Credit Cards. Post migration accounting support is not expected. Not required. Yes at subsidiary. Yes at subsidiary
59	74	Annexure 9 - Scope of Work	4.2. Valuation	4.2.5Consultant has to provide end to end support on smooth transition of Book for value from parent to subsidiary. Consultant should suggest the fair value at which the transaction needs to be completed between the Bank and the company with clarity on models used and justifications for the value suggested. Consultant should also suggest on tax implications on the book being migrated.	<ol style="list-style-type: none"> Please discuss the applicability of the following language in the context of valuation: "Consultant has to provide end to end support on smooth transition of Book for value from parent to subsidiary." Please help us understand if CCSL would be paying a consideration to the Bank or would be engaging in a share swap for the hive-off of Specified Business. 	<ol style="list-style-type: none"> Bidder to refer to Scope of Work in the RFP. The bidder is expected to guide the Bank/Company in this regard.
60	74	Annexure-9 Scope of Work	4.Phase 1: Migration of existing business from Bank	4.3.1.Consultant will support the subsidiary in identifying all the policies applicable for NBFC as well as Credit Card business and draft the process and requirement documents that would enable seamless operations in line with the regulatory requirements:	Please clarify the list of policies is restricted to business/ product related policies or do they cover organization level policies	All policies applicable for an NBFC and specifically related to credit card business at all levels
61	75	Annexure-9 Scope of Work	5.1.Up gradation of required Hardware/Software:	5.1.Up gradation of required Hardware/Software: No of RFPs covering the entire card eco system needs be determined by the consultant after studying the various verticals of card ecosystem and how the vendors need to be on boarded.	The consultant will be able to suggest the number of systems that needs to be provided along with the best option to go ahead for evaluation. The decision will lie with the Bank	Bidder to comply with RFP terms and conditions
62	76	Annexure-9 Scope of Work		5.Phase 2: Upgrade of technology ecosystem redefining the journeys	Please clarify on the number of journeys to be redefined	Successful bidder to guide the Bank on the number of Journeys that need to be adopted.



Replies to Prebid Queries for GeM Bid ref no. GEM/2024/B/4993225 dated 28/05/2024

Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
63	77	Annexure-9 Scope of Work	5.Phase 2: Upgrade of technology ecosystem redefining the journeys	5.1.9.The Consultant should suggest to the Bank/Company on the best infra hosting model. When any model is suggested consultant should take into account its implementation success in other Banks/Credit Card NBFCs/Sites the Robustness, Scalability, Security and other related issues. If cloud based model is suggested, type of cloud, certifications required, safeguards, risks and mitigation, suitable policy for cloud to be suggested by the Consultant.	Bidder will provide the list of certifications and project manage the certification process. Bank will appoint the certification agency	Bidder to refer to RFP documents
64	78	Annexure-9 Scope of Work	5.Phase 2: Upgrade of technology ecosystem redefining the journeys	5.1.22.Consultant should also assess the existing Credit Card journeys of the Bank and suggest ways to emulate/interface: 5.1.22.1.Customer on boarding 5.1.22.2.Customer service 5.1.22.3.Mobile Banking 5.1.22.4.Internet Banking 5.1.22.5.IVR 5.1.22.6.Contact Centre 5.1.22.7.ODR modules 5.1.22.8.PCIDSS Certifications	It is suggested that Bank appoints a separate vendor for development of Wireframe and UI/UX for Mobile Banking application or any front end application of the bank	RFP clause is self explanatory. Bidder to comply with RFP terms and conditions.
65	79	Annexure-9 Scope of Work	Phase 3: Stabilization and Post -Go-live Support	6.1.Consultant should also provide onsite post go live support to the company/Bank for a period of at least one year from the date of printing of first card. Discretion is with the Bank to avail such services or not or for shorter period as may be decided by the Bank/Company.	Our understanding is that It is within the 18 months of the project and will kick start after the first 6 months of the project	The support phase will commence after completion of transformation phase.
66	79	Annexure-9 Scope of Work		6.Phase 3: Stabilization and Post -Go-live Support	Please detail out the scope for Phase 3 for exact specifications of the requirements as currently a lot of activities are open ended with no specifications on the system and processes that will need to be tweaked/modified	Bidder to be guided by the RFP document
67	79	Annexure-9 Scope of Work	6.Phase 3: Stabilization and Post -Go-live Support	6.10.The consultant also needs to advise the Bank/subsidiary on the Ind_AS standards of reporting applicable for the digital products that will be handed by the subsidiary.	A similar clause is present in Phase 1 scope as well. Places clarify if continued support is required in the stated area during phase 3 as well	This Service is required in Phase-1/Phase-2 as the case may be.
68	79	Annexure-9 Scope of Work	6.Phase 3: Stabilization and Post -Go-live Support	6.9.The availability of call centre assumes a significant role during hive off exercise. The report should suggest means/methodology by which expected surge, along with specific training, if any at the call center can be managed to customer's satisfaction. The document also needs to clearly spell out call centre requirement, if any at the subsidiary. The document should also cover the nature of feeds to be made available to call center during hive off exercise	This scope needs to be covered in Phase 2 as call centre will be required during go-live.	Call center will be required in Phase 1/Phase 2 as the case may be.
69	79	Annexure-9 Scope of Work	6.Phase 3: Stabilization and Post -Go-live Support	6.11.Consultant will also assist CCSL in launching new product variants which will include product design, features, Consultant will also assist CCSL in enabling the product in the entire Credit Card ecosystem.	Development of product will require information like network spending, market research etc. There are agencies that which are qualified in performing these activities. Bank may need to appoint these vendor.	RFP clause is self explanatory. Bidder to comply with RFP terms and conditions.



Replies to Prebid Queries for GeM Bid ref no. GEM/2024/B/4993225 dated 28/05/2024

Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

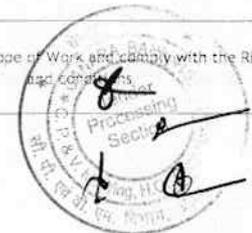
Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
70	79	Annexure-9 Scope of Work	6.Phase 3: Stablization and Post-Go-live Support	6.8.In the subsidiary model, the collections and recovery would be different from the Bank model. The consultant has to broadly provide guidance on improvisations on the collections and recovery vertical, the method of on boarding agencies, remuneration/compensation structure.	Please clarify on the Compensation structure. Need to understand to whom it will be applicable.	The remuneration/compensation structure will be for the onboarded recovery agencies.
71	80	Annexure-9 Scope of Work		Note: The above Scope is only indicative in nature and Bank reserves all rights to include any additional relevant services which is not included above	Additional scope items have to be mutually discussed and agreed along with the commercials	Bidder to comply with RFP terms and conditions
72	81	Annexure-10 Technical Evaluation Criteria		PCI certificate for the last 3 completed years - 8 Marks certificate for less than three completed year - 0 Marks	PCI certificates are applicable for payment service provider. Please re-consider the applicability as bidder is not a payment service provider	Bidder to refer Corrigendum-2
73	81	Annexure-10 Technical Evaluation Criteria	Resources:	Experience will be considered If the Project Head / Team Manager and 50% of team members have provided consultancy services with minimum experience of 3 years in new Credit Card business/ migration of Credit Card business projects for Public Sector Banks / Private Sector Banks/BFSI in the last 10 years	Please clarify on the the term new credit card business. Does it refer to entities entering into new into credit card business; alternatively, launch of any new product variant in the existing credit card business. Also, please clarify the no. of team members	New Credit Card Business is entities entering into new credit card business and not launch of any new product variant in the existing credit card business. No of Team members is specified in the RFP.
74	81	Annexure-10 Technical Evaluation Criteria	2. Resources:	Experience will be considered If the Project Head / Team Manager and 50% of team members have provided consultancy services with minimum experience of 3 years in new Credit Card business/ migration of Credit Card business projects for Public Sector Banks / Private Sector Banks/BFSI in the last 10 years	Please consider to change the clause to : Experience will be considered if the Project Head / Team Manager and 50% of team members have provided consultancy services with minimum experience of 3 years in Cards/payments business projects for Public Sector Banks / Private Sector Banks/BFSI in the last 10 years	Bidder to comply with RFP terms and conditions
75	88	Annexure-15 Bill of Material	Annexure-15 Bill of Material	Annexure-15 Bill of Material	We understand that Table C covers the onsite resource deployment cost for the entire project. Please clarify if cost mentioned in Table C will be apportioned across Table A and B which will also include the cost of Offshore resources.	Table A, B and C are independent of one another.
76	Cover Page	GEM document		Order of Precedence between GeM GTC and Section G General Conditions in the RFP document	Please confirm which Terms and conditions will be applicable to the current opportunity and what will happen in the event of a conflict between the GeM GTC and Section G General Conditions in the RFP document	The Terms and Conditions stipulated in STC & SLA will supersede those in GTC and Terms and Conditions stipulated in ATC will supersede those in GTC and STC in case of any conflicting provisions.
77	59	Annexure-2: Pre-Qualification Criteria	9.	The bidder should submit purchase Order and reference letter / satisfactory letter/reference letter from the client duly mentioning the details of the services.	Most our clients do not providereference letter / satisfactory letter due to NDA and confidentiality clauses, and in some cases, we cannot even share the Purchase Orders or Engagement Letters. We request the Bank to kindly add the below documentation accepted to the list of documents: i. emails from our client duly confirming the details of the service; OR ii. An undertaking from the bidder detailing the services provided for the client with the client contact details for reference check.	Bidder to comply with RFP terms and conditions



Replies to Prebid Queries for GeM Bid ref no. GEM/2024/B/4993225 dated 28/05/2024

Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
78	59	Annexure-2: Pre-Qualification Criteria	11	The bidder/firm should have a pool of minimum 10 number of resources (i.e. Project Head and Team Manager, Senior Resource, Junior Resource etc. proposed to be deployed in the project) with minimum experience of 5 years in new Credit Card business/ migration of Credit Card business projects as on 31/03/2024 and should be in permanent roster.	<p>We request the Bank to please amend this clause to the below as new credit card business or migration activities are extremely rare experiences and are short-term projects and it is extremely difficult to have resources with experience in only new business or migration.</p> <p>"The bidder/firm should have a pool of minimum 10 number of resources (i.e. Project Head and Team Manager, Senior Resource, Junior Resource etc. proposed to be deployed in the project) with minimum experience of 5 years in Credit Card business/ migration of Credit Card business projects as on 31/03/2024 and should be in permanent roster."</p>	Bidder to comply with RFP terms and conditions
79	82	Annexure-10: Technical Evaluation Criteria	2	<p>Resources: Experience of resources (i.e. Project Head and Team Manager, Senior Resource, Junior Resource etc. proposed to be deployed in the project)</p> <p>Experience will be considered if the Project Head / Team Manager and 50% of team members have provided consultancy services with minimum experience of 3 years in new Credit Card business/ migration of Credit Card business projects for Public Sector Banks / Private Sector Banks/BFSI in the last 10 years</p>	<p>The pre-qualification criteria asks for minimum 5 years of experience whereas the Technical Evaluation Criteria asks for minimum 3 years of experience. Request the Bank to please clarify and keep one standard threshold across the pre-qualification criteria and the technical evaluation criteria.</p>	Bidder to comply with RFP terms and conditions
80	82	Annexure-10: Technical Evaluation Criteria	2	<p>Resources: Experience of resources (i.e. Project Head and Team Manager, Senior Resource, Junior Resource etc. proposed to be deployed in the project)</p> <p>Experience will be considered if the Project Head / Team Manager and 50% of team members have provided consultancy services with minimum experience of 3 years in new Credit Card business/ migration of Credit Card business projects for Public Sector Banks / Private Sector Banks/BFSI in the last 10 years</p>	<p>We request the Bank to please amend this clause to the below as new credit card business or migration activities are extremely rare experiences and are short-term projects and it is extremely difficult to have resources with experience in only new business or migration.</p> <p>"Experience will be considered if the Project Head / Team Manager and 50% of team members have provided consultancy services with minimum experience of 3 years in Credit Card business/ migration of Credit Card business projects for Public Sector Bank / Private Sector Bank / Foreign Bank having branches in India / BFSI / Global Banks in the last 10 years and should be in permanent roster."</p>	Bidder to refer Corrigendum-2
81	83	Annexure-10: Technical Evaluation Criteria	Table P-1, Sl. No. 1	Quality of references provided from past clients on new Credit Card business/ migration of Credit Card business projects. Success of Case studies to be presented along with the team's ability to resolve challenges.	<p>We request the Bank to please amend this clause to the below as new credit card business or migration activities are extremely rare cases.</p> <p>"Quality of references provided from past clients on new Credit Card business/ migration of Credit Card business projects / consultancy of existing Credit Card business. Success of Case studies to be presented along with the team's ability to resolve challenges."</p>	Bidder to refer Corrigendum-2
82	2	SECTION- A: BID SCHEDULE B: ABBREVIATIONS BID SCHEDULE, Sl. No. 3	Brief Description of the RFP	Selection of consultant for end to end assisting the Bank and Subsidiary M/s CCSL on the proposed transfer of Digital Products business including Credit Cards to M/s CCSL	Is the Bank looking at any other digital products or only cards?	Bidder to refer the Scope of Work and comply with the RFP terms and conditions



Selection of Consultant for end to end assisting the Bank and subsidiary Ms CDSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CDSL

SI No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
83	12	SECTION B - INTRODUCTION	Section 7: Scope of Work, 7.2	Bank reserves the right to modify the scope due to change in regulatory instructions, market scenario and internal requirement within the overall objective of Consultancy Services in the process of on-boarding of vendor.	We request the Bank to please cap this at 5% of the overall TCO as the clause leads to indefinite scope	Bidder to comply with RFP terms and conditions
84	73	Annexure-9: Scope of Work	Section 4: 4 - Phase 1: Migration of existing business from Bank, 4.1.12	Consultant will assist the company in defining the organization structure (up to L3) to form the company in which Credit Cards and other products will be housed. Consultant will help define the manpower requirement over a period of 5 years along with the job descriptions/ roles and responsibilities for each of the teams.	Are the consultants expected to extend support in identifying/implementing HR Tech system (HRMS or any other) in its subsidiary?	Consultant is expected to provide RFPs and support in the process to onboard vendors applicable to the entire card eco system including HRMS. Bidder to comply with RFP terms and conditions.
85	73	Annexure-9: Scope of Work	Section 4: 4 - Phase 1: Migration of existing business from Bank, 4.1.12	Consultant will assist the company in defining the organization structure (up to L3) to form the company in which Credit Cards and other products will be housed. Consultant will help define the manpower requirement over a period of 5 years along with the job descriptions/ roles and responsibilities for each of the teams.	Are the consultants expected to extend support in transferring employee retrials like PF, Gratuity, Pension etc. for bank employees moving to CDSL?	No. Not required
86	73	Annexure-9: Scope of Work	Section 4: 4 - Phase 1: Migration of existing business from Bank, 4.1.12	Consultant will assist the company in defining the organization structure (up to L3) to form the company in which Credit Cards and other products will be housed. Consultant will help define the manpower requirement over a period of 5 years along with the job descriptions/ roles and responsibilities for each of the teams.	Are the consultants expected to extend support in transferring employee data (e.g., personal, and professional details, tenure, performance scores & feedbacks, learning history, certifications. .) of Bank employees moving to its subsidiary?	No. Not required
87	73	Annexure-9: Scope of Work	Section 4: 4 - Phase 1: Migration of existing business from Bank, 4.1.12	Consultant will assist the company in defining the organization structure (up to L3) to form the company in which Credit Cards and other products will be housed. Consultant will help define the manpower requirement over a period of 5 years along with the job descriptions/ roles and responsibilities for each of the teams.	We understand that there is another vendor selected who will be helping Bank's subsidiary with organization structure from board to corporate and lower levels. How will this org structure defining be different to that? Does the Bank see any overlaps?	4.1.12 refers to advise on setting up structure only upto L3 level (Assuming MD-L1, DMD-L2)
88	73	Annexure-9: Scope of Work	Section 4: 4 - Phase 1: Migration of existing business from Bank, 4.1.12	Consultant will assist the company in defining the organization structure (up to L3) to form the company in which Credit Cards and other products will be housed. Consultant will help define the manpower requirement over a period of 5 years along with the job descriptions/ roles and responsibilities for each of the teams.	Manpower requirements for next 5 year will depend on various factors including the organization structure, subsidiary's future business strategy (vision listed as scope in 5.1.23), growth plans, efficiency after stabilisation and much more. We assume that manpower planning for next 5 years will only happen after organization structure is agreed i.e., immediately after Phase 1. Please confirm.	4.1.12 refers to advise on setting up structure only upto L3 level (Assuming MD-L1, DMD-L2)
89	73	Annexure-9: Scope of Work	Section 4: 4 - Phase 1: Migration of existing business from Bank, 4.1.12	Consultant will assist the company in defining the organization structure (up to L3) to form the company in which Credit Cards and other products will be housed. Consultant will help define the manpower requirement over a period of 5 years along with the job descriptions/ roles and responsibilities for each of the teams.	Bank will provide any existing job descriptions for further analysis and refinement, please confirm.	4.1.12 refers to advise on setting up structure only upto L3 level (Assuming MD-L1, DMD-L2)



Replies to Prebid Queries for GeM Bid ref no. GEM/2024/B/4993225 dated 28/05/2024

Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
90	73	Annexure-9: Scope of Work	Section 4: 4 - Phase 1: Migration of existing business from Bank, 4.1.12	Consultant will assist the company in defining the organization structure (up to L3) to form the company in which Credit Cards and other products will be housed. Consultant will help define the manpower requirement over a period of 5 years along with the job descriptions/ roles and responsibilities for each of the teams.	Org structure, manpower requirement and JDs/roles are all listed under Phase I which is a 4-week phase - considering this would be a wide exercise, we propose that as part of the RFP solution we advise the bank on correct order of these exercises, timelines and dependencies if any. Please confirm.	4.1.12 refers to advise on setting up structure only upto L3 level (Assuming MD-L1, DMD-L2)
91	73	Annexure-9: Scope of Work	Section 4: 4 - Phase 1: Migration of existing business from Bank, 4.1.13	Consultant should advise on the human resources that are required on day zero to ensure continuity. The document should contain qualitative as well as quantitative resource requirements.	Will all card business employees of Bank move to CCSL as part of the lift and shift model?	Successful bidder can suggest on the requirement of Human Resources on day zero which can be sourced from the market or from the Bank at the discretion of the Bank
92	73	Annexure-9: Scope of Work	Section 4: 4 - Phase 1: Migration of existing business from Bank, 4.1.12	Consultant will assist the company in defining the organization structure (up to L3) to form the company in which Credit Cards and other products will be housed. Consultant will help define the manpower requirement over a period of 5 years along with the job descriptions/ roles and responsibilities for each of the teams.	As part of the scope, we assume that CCSL doesn't need alignment with public sector bank related guidelines on grade, entitlements, compensation., etc? Please confirm.	We concur with your understanding
93	73	Annexure-9: Scope of Work	Section 4: 4 - Phase 1: Migration of existing business from Bank, 4.1.12	Consultant will assist the company in defining the organization structure (up to L3) to form the company in which Credit Cards and other products will be housed. Consultant will help define the manpower requirement over a period of 5 years along with the job descriptions/ roles and responsibilities for each of the teams.	As part of the scope, we assume that the bank and its subsidiary does not need any recommendation on compensation ranges/titles/designations etc. Please confirm.	4.1.12 refers to advise on setting up structure only upto L3 level (Assuming MD-L1, DMD-L2) and such recommendations on compensation ranges/titles/designations etc are required for this segment
94	73	Annexure-9: Scope of Work	Section 4: Phase 1: Migration of existing business from Bank, 4.1.13	Consultant should advise on the human resources that are required on day zero to ensure continuity. The document should contain qualitative as well as quantitative resource requirements.	Is the Bank looking for advise on the number of human resources basis skillset, roles and responsibilities who can be moved to CCSL as part of the lift and shift? Or has the Bank already identified which human resources they want to move to the subsidiary?	Based on advise company will hire from market or the Bank will source this resources from the Bank
95	73	Annexure-9: Scope of Work	Section 5: Phase 2: Upgrade of technology ecosystem redefining the journeys, 5.1.24	Consultant should draft policies, SOPs and guidelines for the new ecosystem duly taking a holistic view on the regulatory and statutory stipulations.	Are there any HR related policies/SOPs that the Bank needs the consultants to draft? If yes, can you please confirm the scope?	All policies applicable for an NBFC and specifically related to credit card business at all levels
96	NA	General	General	General	Would the bank's subsidiary require hiring support and is the consultant expected to provide that? If yes, then at what levels, which functions and how many are to be hired?	No hiring support is expected from the onboarded consultancy firm.
97	79	Annexure-9: Scope of Work	Section 5: Phase 2: Upgrade of technology ecosystem redefining the journeys, 5.1.24	5.1.24. Consultant should draft policies, SOPs and guidelines for the new ecosystem duly taking a holistic view on the regulatory and statutory stipulations.	We understand that accounting policies and SOPs are already in place (with bank carrying on the credit card business) and the consultant is expected to update the policies and SOPs based on changes in procedures on account of migration. Please confirm. Further please confirm if the SOPs shall include manuals too.	All policies applicable for an NBFC and specifically related to credit card business at all levels are required. SOPs include manual also.
98	74	Annexure-9: Scope of Work	Section 4: Phase 1: Migration of existing business from Bank, 4.1.23	4.1.23. Consultant should also assist CCSL defining the accounting standards to be followed along with advice on the taxation (direct & indirect).	We understand that post migration, Ind AS will be applicable to CCSL NBFC Business - please confirm our understanding	Successful bidder to guide the Bank/Company on applicability
99	72	Annexure 9 4.1.7	4.1.7	The consultant also needs to carefully study the processes and suggest modalities to disassociate entangled processes from the Bank system. This need to be done with an	Please elaborate on number of processes wrt to transition that are required to be evaluated from data privacy aspect.	Bidder to comply with RFP terms and conditions.



Replies to Prebid Queries for GeM Bid ref no. GEM/2024/B/4993225 dated 28/05/2024

Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response	
100	72	Annexure 9 - 4.1.7	4.1.7	from the banks system. This need to be done with an essence of maintaining arm's length distance between Bank and subsidiary, able to clearly demarcate data between Bank and Company and ensure data privacy. Any regulatory concerns that could emerge need to be notified upfront along with remediation measures.	Please mention exact number of products (Credit card, POS, QRs, etc.) wrt to transition that are required to be evaluated from data privacy aspect	Bidder to comply with RFP terms and conditions.	
101	72	Annexure 9 - 4.1.7	4.1.7		Is the existing data infrastructure wrt to personal data of these product user formulated, documented and up to date?	Consultant to study and guide. Bank will provide inputs to the successful bidder	
102	72	Annexure 9 - 4.1.20	4.1.20	To suggest defining the segregation of functions and responsibilities between the parent Bank and the subsidiary. The infrastructure that would be earmarked under the lift and shift model, needs to be codified with specific user rights, so as to establish the aspect of arms length distance between the Bank and the company. The migration process requires a coordinated effort between the Bank and the subsidiary. The consultant is required to compile a checklist for this exercise.	Please provide a number of applications which will be migrated	Bidder to comply with RFP terms and conditions	
103	73	Annexure 9 - 4.1.21	4.1.21	Consultant needs to advise on past transaction history, outstanding complaints/suits, frauds, data provided by the card holder to the Bank, Data points like CIC score at the time of issue, documents substantiating issue of cards, card holders' consent/consent records.	Is there a consent management framework and mechanism wrt to processing of personal data of the product users already in place?	Successful bidder to provide insights on this aspect too as part of lift and shift and improvisation of processes	
104	73	Annexure 9 - 4.1.21	4.1.21		Will the details of the consent management framework and mechanism be shared?	Successful bidder to help the Bank/Company to establish this	
105	73	Annexure 9 - 4.1.21	4.1.21		Are policies related to data privacy and protection already implemented?	Details will be shared with successful bidder	
106	73	Annexure 9 - 4.1.21	4.1.21		Will these policies be leveraged for CCSL?	All policies applicable for an NBFC and specifically related to credit card business at all levels are required. SOPs include manual also	
107	73	Annexure 9 - 4.1.21	4.1.21		Are consultants required to design data privacy policies and procedures for CCSL? (or just advice and provide a list of mandatory policies, procedures as per reg?)	All policies applicable for an NBFC and specifically related to credit card business at all levels are required. SOPs include manual also	
108	73	Annexure 9 - 4.1.22	4.1.22		The consultant should advise on the various consent formalities to be obtained from existing clients, mode and media of consent obtention, stipulations on timelines as per regulator for consent obtention, if any. Consultant should also advise in depth on the various forms, documents, web pages where this change of ownership needs to be informed /modified.	Are the consultants required to draft consent language and formats for the required valid consent as per privacy regulation?	Yes
109	74	Annexure 9 - 4.1.22	4.1.22			Are the consultants required to design consent management framework/mechanism for CCSL? (or just advice)	Yes
110	74	Annexure 9 - 4.1.22	4.1.22		Are the consultants required to implement consent management framework/ mechanism at CCSL? (or just advice)	Yes	
111	74	Annexure 9 - 4.1.27	4.1.27	The requirements and control measures required to be undertaken by the company for compliance to DPDP directives needs to be provided along with suggestive action measures.	Please clarify whether the controls and measures are required for this specific activity of migration or overall organizational compliance to DPDP once the subsidiary is ready to commence business	Overall organisational compliance to DPDP.	
112	74	Annexure 9 - 4.1.25	4.1.25	Effectively the consultant should ensure that the Bank/Company is able to fulfil all necessary requirements to ensure that the transition is smooth, in line with the regulatory stipulations, and advise on all the challenges foreseen or unforeseen that are likely to be encountered during the process.	While from a direct tax perspective, we shall advise the Bank on transfer of business in a tax effective manner, please clarify if any implementation related support is also required for the same?	Bidder to be guided by the RFP document	



Replies to Prebid Queries for GeM Bid ref no. GEM/2024/B/4993225 dated 28/05/2024

Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
113	80	Annexure 9 - 6	Clause 6	Phase 3: Stabilization and Post -Go-live Support	Please clarify whether the scope in relation to assistance to be provided to CCSL in relation to on-going direct tax compliance such as filing of tax returns, withholding related advices, etc is required to be included in stabilization and post-go-live support. Similarly, is future litigation related support required for the Bank or CCSL in relation to given transaction of transfer of business	Bidder to comply with RFP terms and Conditions
114	76	Annexure 9	Clause 5.1.3	Transformation model aims at setting up the entire Credit Card ecosystem afresh without adopting any software/hardware/infra/vendors already part of the Bank card system primarily in case "Lift and Shift Model" is not implemented. In case for any reason, the Bank does not want to go for the Lift and Shift Model, the consultant should deliver new systems/processes as per Phase II/modified Phases and undertake the migration, valuation and documentation as in Phase I.	Please clarify by when shall the Bank decide and inform to consultant if it does not want to go for Lift and Shift Model	This would be decided based on the study of the successful bidder about the feasibility of the model without any regulatory challenges/deviations. Decision will be taken after studying the consultant report on this
115	13	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1.3 Project Timelines	Phase 1 - Migration business from Bank as per Scope of work (Lift and Shift Model)	Migration process needs multiple activities where there will be a need of Tech Vendor for patching up the lift & Shift process, hopefully the vendor is already onboarded for completing the activities, moreover migration process is time consuming and as such, the provided timeline in RFP of 1 month from the date of acceptance of the purchase order is not feasible.	RFP clause is self explanatory. Bidder to comply with RFP terms and conditions.
116	71	Annexure-9 Scope of Work	4.1 Migration	Consultant needs to provide a holistic assessment and benchmarking of current capabilities of Bank for digital products and starting position of CCSL's digital and IT capabilities. This would include assessment of:	Do we have system monitoring tools, system logs or other data sources available for a holistic assessment of Canara bank's IT systems	Bank will provide the inputs based on request by successful bidder
117	71	Annexure-9 Scope of Work	4.1 Migration	Consultant needs to provide a holistic assessment and benchmarking of current capabilities of Bank for digital products and starting position of CCSL's digital and IT capabilities. This would include assessment of:	We Assume that capability Benchmarking mentioned in Phase I is against the industry Reference.	Successful bidder is expected to study the systems and provide a gap analysis
118	71	Annexure-9 Scope of Work	4.1.1	1) Card Management System	Have the bank evaluated the current CMS Vendor readiness assessment for lift and shift process?	The consultant is expected to study and advise on the same with support from Bank
119	71	Annexure-9 Scope of Work	4.1.1	2) Early Warning System	hopefully the bank is already having the EWS system in place and the same needs to be migrated, further more Where will be the Early Warning System/applications be integrated?	The consultant is expected to study and advise on what can be used from Bank Inventory and what is to be procured from the market under both the lift and shift phase and transformation phases.
120	72	Annexure-9 Scope of Work	4.1.5	4.1.5. Consultant will assist in identifying the components in the technology set-up to for re-use/ lift and shift and new purchases based on the existing arrangements of the service providers with the Bank. Consultant will also provide the future state target operating model for Credit Cards.	What are the bank's key objectives when referring to the future state target operating model for Credit Cards ?	To be guided by the scope in transformation phase



Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
121	72	Annexure-9 Scope of Work	4.1.5	4.1.5.Consultant will assist in identifying the components in the technology set-up to for re-use/ lift and shift and new purchases based on the existing arrangements of the service providers with the Bank. Consultant will also provide the future state target operating model for Credit Cards.	Has bank finalised the vendor for the Migration of phase 1 or consultant to issue the RFP for this under lift & shift?	RFP clause is self explanatory. Bidder to comply with RFP terms and conditions.
122	72	Annexure-9 Scope of Work	4.1.5	4.1.5.Consultant will assist in identifying the components in the technology set-up to for re-use/ lift and shift and new purchases based on the existing arrangements of the service providers with the Bank. Consultant will also provide the future state target operating model for Credit Cards.	Is the consultant required to suggest the bank on Preferred Operating model for other business lines?	Yes
123	72	Annexure-9 Scope of Work	4.1.8	4.1.8. The consultant should specify the modalities for the hive off exercise. The cut-off date and the activities to be carried out on the cut-off date for smooth transition between the present system at Bank and the proposed system at the subsidiary. This should also include framing and implementing test cases, if any.	Is there any identified cut off date for transition between the present system at Bank and the proposed system at the subsidiary?	Cut off date will be decided based on consultant report on lift and shift study
124	73	Annexure-9 Scope of Work	4.1.20	4.1.20. To suggest defining the segregation of functions and responsibilities between the parent Bank and the subsidiary. The infrastructure that would be earmarked under the lift and shift model, needs to be codified with specific user rights, so as to establish the aspect of arms length distance between the Bank and the company. The migration process requires a coordinated effort between the Bank and the subsidiary. The consultant is required to compile a checklist for this exercise.	During Migration there will be a lot of changes w.r.t banks internal integration touch points. Does the scope include the integrations or drafting the API specs for new integrations?	Yes This is expected
125	73	Annexure-9 Scope of Work	4.1.20	4.1.20. To suggest defining the segregation of functions and responsibilities between the parent Bank and the subsidiary. The infrastructure that would be earmarked under the lift and shift model, needs to be codified with specific user rights, so as to establish the aspect of arms length distance between the Bank and the company. The migration process requires a coordinated effort between the Bank and the subsidiary. The consultant is required to compile a checklist for this exercise.	During Migration there will be a lot of changes w.r.t front-end application forms from UI/UX perspective. Does the scope include UI/UX changes	RFP clause is self explanatory. Bidder to comply with RFP terms and conditions.
126	74	Annexure-9 Scope of Work	4.1.24	4.1.24.To enable this Phase to be completed seamlessly and successfully, it may be required to fast track and deliver certain tasks upfront. For Ex: Digital On boarding as the same does not exist in the Bank as of now.	Please specify the product journeys for which digital onboarding will be implemented, including but not limited to POS, QR, Credit Cards, and other relevant services.	Consultant to specify the best practices in digital onboarding and also advise on applicability for each of the products.



Replies to Prebid Queries for GeM Bid ref no. GEM/2024/B/4993225 dated 28/05/2024

Selection of Consultant for end to end assisting the Bank and subsidiary Ms CDSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CDSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
127	68	Annexure-9 Scope of Work	2.5.	2.5.1. For Credit Card under end to end processing model, CDSL intends to handle the portfolio end-to-end. Right from sourcing of the application, processing of card, dispatch to customer, handling of transactions, KYC, EFRM, reconciliation and settlements, rewards management, resolution of disputes, recovery and collections, help desk, marketing and growth will be sole responsibility of CDSL. Bank will have no role to play in Credit Cards after CDSL goes live with cards.	Provide a detailed overview of the bank's integration architecture, including its key components and interconnections?	Will be shared with the Successful Bidder.
128	68	Annexure-9 Scope of Work	2.5.	2.5.1. For Credit Card under end to end processing model, CDSL intends to handle the portfolio end-to-end. Right from sourcing of the application, processing of card, dispatch to customer, handling of transactions, KYC, EFRM, reconciliation and settlements, rewards management, resolution of disputes, recovery and collections, help desk, marketing and growth will be sole responsibility of CDSL. Bank will have no role to play in Credit Cards after CDSL goes live with cards.	Share the application landscape of the bank pertaining to all the services related to this RFP.	Will be shared with the Successful Bidder.
129	73	Annexure-9 Scope of Work	4.1	4.1.6. The consultant should study the existing card system in the Bank end to end and enlist all the related infrastructure (DC and DR), processes, vendors, etc. and suggest against each item as to how the ownership can be transferred from Bank to the subsidiary	Bank DC / DR is owned or Co-located?	Details will be shared with successful bidder
130	73	Annexure-9 Scope of Work	4.1	4.1.12. Consultant will assist the company in defining the organization structure (up to L3) to form the company in which Credit Cards and other products will be housed. Consultant will help define the manpower requirement over a period of 5 years along with the job descriptions/ roles and responsibilities for each of the teams.	Please provide the current manpower allocation against each service / process that is slated for lift-and-shift? This information is essential to project manpower requirements over the next five years.	Details will be shared with successful bidder
131	74	Annexure-9 Scope of Work (Indirect taxes)	4.1.23	Consultant should also assist CDSL defining the accounting standards to be followed along with advice on the taxation (direct & indirect).	<p>1. Whether the transferee entity i.e., M/s. CDSL has obtained a Single registration under the GST Law or having multiple GSTINs?</p> <p>2. Whether there will be any transfer of Assets from the Bank to M/s. CDSL? If yes, the proportionate ITC in connection with such transfer of Assets shall have to be done to M/s. CDSL.</p> <p>3. What is the position adopted for reversal of ITC on account of exempt turnover ie Rule 42/43</p>	Will be shared with the Successful Bidder.



Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
132	74	Annexure 9	4.2	<p>4.2.Valuation:</p> <p>4.2.1.Support with valuation of existing Canara Bank portfolio (e.g., Credit Cards) that will be hived-off to CCSL - including coordinating with the right entities/ vendors for valuation activities</p> <p>4.2.2.The entire Credit Card portfolio presently in the Bank is to be transferred to the company. The consultant is expected to value the portfolio, duly taking in to account the standard book, NPA, SMA, unavailed credit limits, Credit Card crystallised dues, dues not billed, transactions in transit, accumulated reward points, incentives earned but not credited, related to the portfolio. The above list for valuation is indicative only.</p> <p>4.2.3.The consultant should undertake valuation of the existing books through available models, treatment of various segments and provide clarity on the transfer mechanism of the book at value to the subsidiary from the parent. Preferential treatment, if need be, to be suggested. Treatment of transfer of NPA book, unbilled part of the book is also to be advised. Valuation of the SMA book also needs to be undertaken.</p> <p>4.2.4.The consultant should arrange for the valuation as above, two independent valuation agencies for the Credit Card portfolio. Such valuers would be decided by the Bank. The final reports provided by the valuers are to be validated by the consultant.</p> <p>4.2.5.Consultant has to provide end to end support on</p>	<p>1. The scope indicates valuation of various portfolios. We understand that valuation is required for the combined credit card and payments segment as one business on a going concern basis and no separate valuation of the segments/portfolios is required.</p> <p>2. We understand that the valuation report is only for internal analysis and is not required for any regulatory compliance. If yes can you please specify the applicable regulations for which the valuation is required.</p> <p>3. It is mentioned that bank will appoint 2 additional valuers. Can you clarify the scope of these valuers and why would this be required in addition to the valuation carried out by the bidder.</p>	<p>1. Valuation of business segment being hived off including individual assets/liabilities in the books of Canara Bank relevant for the Specified Business. Granular breakup to be provided</p> <p>2. Valuation required to arrive at the consideration value between CCSL and Bank. May need to be submitted for regulatory purposes also, if asked</p> <p>3. Successful bidder has to engage with two independent valuers to provide these valuations and these independent valuers should be acceptable to the Bank</p>
133	13	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1.3 - Phase 1 - Migration business from Bank as per Scope of work (Lift and Shift Model)	<p>The consultant should undertake valuation of the existing books through available models, treatment of various segments and provide clarity on the transfer mechanism of the book at value to the subsidiary from the parent. Preferential treatment, if need be, to be suggested. Treatment of transfer of NPA book, unbilled part of the book is also to be advised. Valuation of the SMA book also needs to be undertaken. Within 1 Month from the date of acceptance of purchase order.</p> <p>The consultant should arrange for the valuation as above, two independent valuation agencies for the Credit Card portfolio. Such valuers would be decided by the Bank. The final reports provided by the valuers are to be validated by the consultant.</p>	<p>Dependency on the Bank to decide on the valuers will impact the timeline for the consultant. Will the Bank provide extension if there is any delay in selection of valuers</p>	<p>Valuers will be selected by the Successful bidder and Bank will not contract the valuers.</p>



Replies to Prebid Queries for GeM Bid ref no. GEM/2024/B/4993225 dated 28/05/2024

Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
134	14	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1.3 - Phase 2 - Process improvement & ecosystem upgrade as per Scope of work (Transformation Model)	Consultant to suggest the Bank/Company to implement this model in which, the entire infra for card issuance would be created afresh at the company or particular hardware/software will be chosen by Bank for replacement. The consultant has to design RFP/s or other procurement modes documents for on boarding of various vendors to complete the card ecosystem. The consultant should make an industry level study and suggest to the Bank as to what model would be best for setting up this platform (SI model, Direct OEM Model, Managed Services Model, etc.). The RFP should spell out the technical requirements, deploy ability, evaluation matrix and such other items.	Will this RFP will be for the NBFC which can be simpler process with faster TAT or should this be in line with the Bank's vendor management process?	The Vendor selection will be normally through RFP process akin to Company's vendor management process.
135	14	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1.3 - Phase 2 - Process improvement & ecosystem upgrade as per Scope of work (Transformation Model)	Bank reserves the right to on-board vendors for different card verticals in one go or in phases. This on boarding may be intended to create/on-board fresh infrastructure/vendor or replace the existing infrastructure/vendor adopted through "Lift and Shift Model". As such the Consultant needs to factor this and recommend suitably.	Will it be the bank or NBFC for whom the vendors needs to be onboarded or existing contracts novated?	The scope of the RFP is self explanatory. Bidder to comply with RFP terms and conditions.
136	14	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1.3 - Phase 2 - Process improvement & ecosystem upgrade as per Scope of work (Transformation Model)	During implementation of Phase I, it may so require that a few on boarding may have to be fast tracked (through RFP/any suitable mode) and vendor on boarding need to happen for Phase I itself. Consultant needs to recommend accordingly. Consultant should be able to make such adjustments and read the entire document as one scope without divisions on the various phases.	Can the consultant recommend on vendor on-boarding process to expedite the process?	Bank/Company will follow strict regulatory/statutory/policy driven processes to onboard vendors through RFP processes with consultant support as per scope
137	15	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1.3 - Phase 3 - Stabilization and Post Go-Live Support as per Scope of work	For the stated objective, the Consultant will support the Bank and CCSL across the three aforesaid phases. The above Phases are indicative only. Consultant needs to study the existing System of the Bank, a market study especially peer Public/ Private Banks and recommend suitable Phases and Implementation process in line with Bank's intends to achieve the objective mentioned elsewhere in the RFP.	We understand that we can take the first month to do deep dive understanding and then fine tune or improvise the proposed plan. Please confirm.	Bidder to comply with RFP terms and conditions
138	15	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1.5	Any extension/modification of the completion date due to unforeseen delays shall be by mutual consent.	Will the Bank provide clear written confirmation for extension/modifications of the completion date?	Bidder to comply with RFP terms and conditions
139	NA	General	General	General	Will the scope of work include set-up of data analytics or conduct data migration during the phases of the project	Yes
140	NA	General	General	General	Will the scope of work include selection of vendors for collections, DSA and contact centre for credit card business	Yes
141	NA	General	General	General	Does the bidder need to set up a small marketing team for CCSL as part of the HR organization set up?	No. Consultant is expected to bring in necessary expertise in the support phase to advise on advanced strategies in marketing.



Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
142	12	SECTION B - INTRODUCTION	7.3	During the course of the project, there might be related areas, which Bank would like the selected Bidder/Consultant to undertake which may not have envisaged earlier. Bank reserves the right to pause the work at any point of time and use the services for partial delivery of select modules of the Solution.	Can the clause be modified to say work will be paused post signing of contract change amendment through mutual discussion?	Bidder to comply with RFP terms and conditions
143	13	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1.1	The Bidder should accept the Purchase Order within Seven (7) days from the date of issuance of Purchase Order. In case of non-receipt of acceptance by the due date, the Purchase Order shall deem to have been accepted by the vendor.	Can we request for a longer time frame to accept PO?	Bidder to comply with RFP terms and conditions
144	15	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1.3	B. Only Logistics Model - Debit Cards, QR Codes, POS, FASTags etc., Consultant to suggest the Company to look in to stabilization of the operations within the new entity.	We understand that we have to do only planning withing two months for adopting the logistics model for digital products which includes designing RFPs and planning for the stabilization phase.	RFP clause is self explanatory. Bidder to comply with RFP terms and conditions.
145	19	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	6.1	The selected Bidder (Service Provider) has to get itself annually audited by internal/external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the Service Provider is required to submit such certification by such Auditors to the Bank. The Service Provider and or his/their outsourced agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.	Deloitte office and system audits is not possible as DTTILLP will have data / information of other clients and it would be breach of confidentiality. At the most the Bank can visit to our project office and audit the relevant documents.	Bidder to comply with RFP terms and conditions
146	32	SECTION F - OWNERSHIP & AWARDING OF CONTRACT	5.3	The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder.	We recommend the effective start date of the provisional contract is same as the project commencement date instead of date of acceptance of the order.	Bidder to comply with RFP terms and conditions
147	37	SECTION G - GENERAL CONDITIONS	4.8.2 4.8.3 4.8.4 4.8.5 4.8.6	Address Proof (Local and Permanent)- Duly attested photocopy by candidate and Bidder HR. Aadhaar Card - Duly attested photocopy by candidate and Bidder HR. Relieving Certificate of Previous employer - Duly attested photocopy by candidate and Bidder HR. Passport- Duly attested photocopy by candidate and Bidder HR. Background Police Verification report - Duly attested photocopy by candidate and Bidder HR.	All are employees have been background checked and their credentials verified before onboarding. Can these clauses be removed?	Bidder to comply with RFP terms and conditions



Replies to Prebid Queries for GeM Bid ref no. GEM/2024/B/4993225 dated 28/05/2024

Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
148	40	SECTION G - GENERAL CONDITIONS	12.2	Bidder /Vendor/Service Provider shall update the Transition and Exit management on half yearly basis or earlier in case of major changes during the entire contract duration. The plan and the format shall be discussed and approved by the Bank.	Request Bank to intimate atleast 7 months ahead if they want the Bidder to exit, such that the Exit Management Plan and the subsequent documents can be updated	Bidder to comply with RFP terms and conditions
149	42	SECTION G - GENERAL CONDITIONS	16	The BIDDER/VENDOR/ SERVICE PROVIDER or subcontractor(s) shall not hire any of the existing/ ex/retired employees of the Bank during the contract period or after the closure/termination of contract even if existing/ ex/retired employee actively seek employment from the Bidder/VENDOR/ SERVICE PROVIDER or subcontractor(s). The period /duration after the date of resignation/ retirement/ termination after which the existing/ex/retired employee shall be eligible for taking up such employment shall be governed by regulatory guidelines/HR policies of the Bank.	Request to remove the clause as hiring continues from the market. Ex-staff or staff may join the consultant organization but may work on some other projects.	Bidder to comply with RFP terms and conditions
150	68	Annexure 9 Scope of work	2.9	The Consultant need to advise in advance on the various permissions, certifications, approvals, licenses (other than RBI approval to start business and NBFC license) that may be required from Government Bodies, Regulator, Card Networks, Statutory Bodies, etc., to start the Credit Card and other Digital Businesses defined in the Scope from the Subsidiary Company	Phase 1 doesn't have sufficient time to complete this piece of work. Please advise if the activity can also be continued in phase 2 period.	Bidder to comply with RFP terms and conditions
151	70	Annexure 9 Scope of work	4.1	Consultant needs to provide a holistic assessment and benchmarking of current capabilities of Bank for digital products and starting position of CCSL's digital and IT capabilities. This would include assessment of: 4.1.1. Technology systems, tools, and infrastructure setup (including but not limited to); 4.1.2. Operational Processes & Model (including but not limited to);	Please confirm if you are looking for industry best practices across all other areas highlighted as part of the benchmarking exercise.	Bidder to comply with RFP terms and conditions
152	72	Annexure 9 Scope of work	4.1.14	Consultant should work out the capital requirement along with the preferred capital structure, so as to ensure maximum returns for the Company and the Bank.	1. Will the Consultant be required to create the ICAAP document? 2. Will the Consultant be required to compute capital as per applicable Basel norms?	The clause is self explanatory. Bidder to comply with RFP terms and conditions.
153	77	Annexure 9 Scope of work	5.1.12	It will be the discretion of the Bank to float the RFP from Bank or from the Company, the decision for which will be taken up at the appropriate time. The consultant should accordingly devise his strategies to support the company or the Bank as the case may be based on decision taken	We understand that during the course of carve-out, many system implementation and other related tech RFPs will have to be floated by CCSL. How will the selected bidder be contractually enabled to support these RFP, when the primary contract is between the selected bidder & Canara Bank?	The clause is self explanatory. Bidder to comply with RFP terms and conditions.
154	77	Annexure 9 Scope of work	5.1.14	Consultant should be part of the end to end implementation and should participate in pre-bid queries, demos/meetings, etc. with multiple players that may precede the actual on boarding.	If implementation spill over 12 months, do we continue to provide PMO support on the pro-rated basis the fee agreed in Table A & Table B of Commercial Bid (Annexure 15) or as per the rate card for dedicated onsite resources agreed in Table C of Commercial Bid (Annexure 15)?	Bidder to comply with RFP terms and conditions.



Replies to Prebid Queries for GeM Bid ref no. GEM/2024/B/4993225 dated 28/05/2024

Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
155	79	Annexure 9 Scope of work	5.1.28	The consultant should list out the areas where training is required for the work force.	Training requirement will be by job family or role wise? If training requirement will be required job role wise, will it be required only till L3 roles or till the last level?	Training requirement is till L3 only.
156	79	Annexure 9 Scope of work	6.11	Consultant will also assist CCSL in launching new product variants which will include product design, features. Consultant will also assist CCSL in enabling the product in the entire Credit Card ecosystem.	Would this scope of work be within the timeline of 18 months? Please elaborate on this requirement - the consultant's role can be limited to product design, design of T&Cs, pricing, etc.	RFP clause is self explanatory. Bidder to comply with RFP terms and conditions.
157	92	Appendix A	14	Undertaking of Authenticity as per Annexure-12.	As per the Appendix A, Annexure 12 has to be submitted as an undertaking of authenticity, however, Annexure 12 in RFP is an undertaking for No deviation clause. Please confirm if separate undertaking of Authenticity needs to be submitted. If yes, kindly share the format/template for the same	Bidder to refer Corrigendum-2
158	92	Appendix A	18	Manufacturer Authorization Form as per Annexure-16	As per the Appendix A, Annexure 16 has to be submitted as Manufacturer authorization form, however, Annexure 16 in RFP is END release request letter. Please confirm if separate Manufacturer authorization form needs to be submitted. If yes, kindly share the format/template for the same	Bidder to refer Corrigendum-2
159	100	Appendix F	1.1	1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on --- day of the month 20___, between, the Canara Bank, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at 112, J.C. Road, Bangalore 560 002, with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri _____, Centralized Procurement and Vendor Management Wing HO, Bengaluru representing Canara Bank, of the BUYER, of the FIRST PART	Can you please confirm if Premaranjan Nanda from Canara Bank should be addressed in Appendix F, pre-contract integrity pact? If not, please share the details of the person who should be addressed to	The Pre contract Integritty Pact has to submitted as per the format mentioned in Appendix F of the RFP.
160	81	Annexure 10 - Technical Evaluation Criteria	NA	Sl No. 2 ... Experience will be considered if the Project Head / Team Manager and 50% of team members have provided consultancy services with minimum experience of 3 years in new Credit Card business/ migration of Credit Card business projects for Public Sector Banks / Private Sector Banks/BFSI in the last 10 years	Suggest broadening to minimum experience criteria to "3 years in credit card & payment business projects" from "3 years in new credit card business/migration of credit card business projects" Given there have been very limited credit card business setup or migration in India in last 5 years - the current scoring criteria will not be relevant.	Bidder to comply with RFP terms and conditions



Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
161	81	Annexure 10 - Technical Evaluation Criteria	NA	Sl. No. 3 Bidder should have valid accreditation as below: ISO 9001: 2015 certification ISO/IEC 27001:2013 certification PCI	Consider removing ISO 9001 and ISO/IEC 27001:2013 certification from the evaluation criteria. ISO certification is relevant for implementation vendors, not for consultant. Suggest adding alternate criteria - "Experience of setting up a new subsidiary in last 10 years for a Public Sector/ Private sector Banks in India or a Global Banks" Proposed rules for awarding points • ≥ 2 client: 15 marks • 1 client: 10 marks • < 1 client: 0 Marks No. of Public sector banks client in India No of Global/Private Bank clients • ≥ 1 clients: 5 Marks • < 1 client: 0 Marks	Bidder to refer Corrigendum-2
162		Section E	3.4. Techno Commercial Evaluation process	3.4.8. The Criteria for Technical Evaluation and Commercial Evaluation will have weightage of 70:30	Consider changing the Criteria for Technical Evaluation and Commercial Evaluation to have the weightage of 80:20 (from current 70:30). According to Table 1. Section 3.9.1 of "Manual For Procurement of Consultancy & Other Services 2017" by Ministry of Finance, for high complex/downstream consequences/specialized assignments - Quality cost based system (QCBS) with higher technical weightage should be used. Suggestive quality/cost score Weighting (%) In QCBS is 80/20	Bidder to comply with RFP terms and conditions
163	88	Annexure 15 - Bill of Material Table A	NA	Sl. No. 2 Total Consultancy fee/ Charges handing over of the Credit Cards Business	Need further clarity on charge header - 'Total Consultancy Fee / charges for Credit Card Business (incl. of taxes)' Please confirm if this is the total for Sl. No. 1 in Table A	Bidder to refer Corrigendum-2
164	89	Annexure 15 - Bill of Material Table B	NA	Sl. No. 2 Total Consultancy Fee/ charges for handing over of the Digital Products business excluding Credit Cards	Need further clarity on charge header - 'Total Consultancy Fee/ charges for Other Digital products excluding Credit Card (incl. of taxes)' Please confirm if this is the total for Sl. No. 1 in Table B	Bidder to refer Corrigendum-2
165	89	Annexure 15 - Bill of Material Table C	NA	Table C: Charges for Dedicated Onsite Resources	We request for removal of 'Charges per resource Per Month [Excl. of Taxes]' in the bid submission As per our policy we will be able to provide blended per month charges for a team	Bidder to comply with RFP terms and conditions



Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
166	15	Section C	1.6	If the Consultant fails to complete the assignment as per the time frame prescribed in the RFP, and the extensions if any allowed, it will be breach of contract. The Bank reserves its right to cancel the order in the event of delay and invoke the Bank Guarantee.	In our understanding, this clause will not be applicable if delays are not attributable to the consultant. Please confirm. Please provide further clarity on cost, in case any extension is allowed.	Bidder to comply with RFP terms and conditions
167	67	Annexure 9 – Scope of Work	2. Background 2.5 End to End Processing Model:	2.5.2. For ITPC and Prepaid cards, the ETB customers will be provided online channel to submit request, fulfil KYC and provide data on needs. Printing and dispatch will be done by CCSL and managed through web page of an engaged specialist. The entire transaction workflow of Credit Card will be adopted for prepaid card and ITPC for settlements and reconciliation.	1. Will CCSL manage the marketing and growth for ITPC & Prepaid cards or it will continue to be managed by bank? 2. Printing & Dispatch - Currently this process is managed by bank or is outsourced? In case it is outsourced, expectation is to manage the process with existing/new vendors by CCSL or CCSL to manage the activity without vendors 3. Will prepaid & ITPC cards require different underlying systems, or the expectation is to leverage credit card system for these products?	The clause is self explanatory. Bidder to comply with RFP terms and conditions.
168	68	Annexure 9 – Scope of Work	2. Background 2.6 Only Logistics Model:	2.6.4. For FASTags, CCSL will engage with FASTags vendor. Branch channel will be used to source FASTags which will be dispatched centrally and will not be issued over counter. Application will be taken online and will be dispatched through agencies engaged as being done now.	Need further clarity on CCSL engagement with Fastag vendor, what will be the scope of work for CCSL?	The clause is self explanatory. Bidder to comply with RFP terms and conditions.
169	68	Annexure 9 – Scope of Work	2. Background	2.7... To facilitate this Bank needs to ensure smooth migration of existing card portfolio and also plans to build the supporting end to end card infrastructure at the company. The company needs to initiate steps to make itself compatible to handle other digital business.	Need further clarity on other business lines/products (except CC), Is the expectation to transfer other products in Phase 1 of the project or in later phases?	Bidder to comply with RFP terms and conditions
170	68	Annexure 9 – Scope of Work	2. Background	2.11 Bank/Company intends to go live on phase-1 at a short notice and on phase-2 by three months thereafter which is to be considered sacrosanct by consultant while advising.	Our understanding that post going live on phase 1, within 3 months Phase 2 must be initiated e.g., vendor onboarding etc. Please confirm if the understanding is correct?	Bidder to comply with RFP terms and conditions
171	71	Annexure 9 – Scope of Work	4. Phase 1: Migration of existing business from Bank 4.1 Migration	4.1.4. Consultant will conduct an as-is assessment of the existing business of Canara Bank Credit Cards. Assessment will cover the areas of business, risk, operations and technology. Primary objective of the exercise will be to form the base for the new design for the Credit Card business proposed to be housed in the subsidiary. Consultant is expected to cover the entire Credit Card value chain and lifecycle as part of the assessment.	Our understanding is to do as-in-assessment for credit cards business only. For other products which are part of logistics model e.g., Debit Card, current state assessment will not be required. Please confirm if the understanding is correct?	Bidder to comply with RFP terms and conditions
172	71	Appendix 9 – Scope of Work	4. Phase 1: Migration of existing business from Bank 4.1 Migration	4.1.7. ... Any regulatory concerns that could emerge need to be notified upfront along with remediation measures.	We are not able to provide legal/ regulatory advice, or assess/certify compliance with necessary laws. We will be able to provide guidance based on our regulatory experts. We request that the client retain an independent legal advisor who will be able to assess the modalities suggested by the Consultant to identify any potential regulatory concerns and remediation measures.	The clause is self explanatory: Bidder to comply with RFP terms and conditions



Replies to Prebid Queries for GeM Bid ref no. GEM/2024/B/4993225 dated 28/05/2024

Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
173	72-73	Annexure 9 - Scope of Work	4. Phase 1: Migration of existing business from Bank 4.1 Migration	4.1.17. ... Consultant need to suggest on the KYC of the migrated portfolio duly taking into account the regulatory stipulations. 4.1.25. Effectively the consultant should ensure that the Bank/Company is able to fulfil all necessary requirements to ensure that the transition is smooth, in line with the regulatory stipulations, and advise on all the challenges foreseen or unforeseen	We request that the client confirm that they will be ultimately responsible for ensuring regulatory compliance in relation to this and will retain independent advice to assess/certify compliance.	Compliance to regulators will be done by the Company. Expertise in guiding the company/bank on the various regulatory guidelines that are in place and suggestions on ways to comply to be brought in by the consultant
174	73	Annexure 9 - Scope of Work	4. Phase 1: Migration of existing business from Bank 4.2 Valuation	4.2.1 Support with valuation of existing Canara Bank portfolio (e.g., Credit Cards) that will be hived-off to CCSL - including coordinating with the right entities/ vendors for valuation activities 4.2.3 The consultant should undertake valuation of the existing books through available models... 4.2.4. The consultant should arrange for the valuation as above, two independent valuation agencies for the Credit Card portfolio. Such valuers would be decided by the Bank. The final reports provided by the valuers are to be validated by the consultant. 4.2.5. Consultant has to provide end to end support on smooth transition of Book for value from parent to subsidiary. Consultant should suggest the fair value at which the transaction needs to be completed between the Bank and the company...	In our understanding, consultant will support valuation activity with independent valuation agency. Please confirm if understanding is correct. We request that the bank confirm that the two independent valuation agencies chosen by the Bank will contract independently with the bank, and not with the Consultant. The Consultant will not be required to contract, subcontract or act as prime contractor in relation to the agencies.	The RFP clause is self explanatory. Bidder to comply with RFP terms.
175	74	Annexure 9 - Scope of Work	4. Phase 1: Migration of existing business from Bank 4.2 Valuation	4.2.5. ... Consultant should also suggest on tax implications on the book being migrated.	We are not able to provide regulatory or legal advice or assess/certify compliance with necessary laws or regulations, including tax advice. We request that the client retain an independent legal/tax advisor who will be able to work with the Consultant, and who will independently develop advice on the tax implications of the migration.	Legal services are not expected but drafting the supporting agreements and documentations are required to be provided by consultant as per clause. Tax implications are to be suggested by the consultant. Bidder to comply with RFP terms and conditions.
176		Annexure 9 - Scope of Work	4. Phase 1: Migration of existing business from Bank 4.1 Migration	4.1.23 Consultant should also assist CCSL defining the accounting standards to be followed along with advice on the taxation (direct & indirect).	We request that the client retain an independent legal/tax advisor who will be able to work with the Consultant, and who will independently develop advice on the tax implications	Bidder to comply with RFP terms and conditions
177	74	Annexure 9 - Scope of Work	4. Phase 1: Migration of existing business from Bank 4.3 Documentation	4.3.4. The consultant should help in drafting the supporting agreements and documentations to facilitate working of this model and to facilitate transfer of portfolio from Bank to Company.	We are unable to provide legal service include agreement drafting. We request that the client confirm that the Consultant's role here will only be limited to providing inputs and information which the client (or the client's legal advisors) will use to draft the relevant supporting agreement.	Bidder to comply with RFP terms and conditions



Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
178	75	Annexure 9 - Scope of Work	5. Phase 2: Upgrade of technology ecosystem redefining the journeys 5.1 Upgradation of required Hardware / Software	5.1.1 The consultant needs to prepare comprehensive RFP/s to on-board multiple OEMs of the Card ecosystem to support both the end-to-end processing model and the logistics model...	We request that the client confirm the Consultant's role will be limited to providing strategic advice on the design of the procurement system, and some drafting of RFPs. We request that the client confirm the Consultant will not be required to assess RFP responses, engage in negotiations, or select RFP winners. We also request that the client confirm that the Consultant's involvement in supporting the client will not be disclosed to any third parties including respondents to such RFPs.	Bidder to comply with RFP terms and conditions. However it should be ensured that there is no conflict of interest.
179	75	Annexure 9 - Scope of Work	5. Phase 2: Upgrade of technology ecosystem redefining the journeys 5.1. Upgradation of required Hardware / Software	5.1.3.. In case for any reason, the Bank does not want to go for the Lift and Shift Model, the consultant should deliver new systems/processes as per Phase II/modified Phases and undertake the migration, valuation and documentation as in Phase I.	As per our understanding, in case bank decides not to go for Lift & Shift model for credit card; phase 1 & 2 will be combined to undertake transformation and migration for credit card. Please confirm if understanding is correct?	We concur with the understanding.
180	78	Annexure 9 - Scope of Work	5. Phase 2: Upgrade of technology ecosystem redefining the journeys 5.1 Upgradation of required Hardware/Software	5.1.24. Consultant should draft policies, SOPs and guidelines for the new ecosystem duly taking a holistic view on the regulatory and statutory stipulations.	We are not able to provide regulatory or legal advice, or assess/certify compliance with necessary laws or regulations. We request that the client confirm that they will be ultimately responsible for ensuring regulatory compliance in relation to this and will retain independent advice to assess/certify compliance.	Legal services are not expected but drafting the supporting agreements and documentations, policies, SOP and guidelines are required to be provided by consultant as per clause
181	78	Annexure 9 - Scope of Work	5. Phase 2: Upgrade of technology ecosystem redefining the journeys 5.1. Upgradation of required Hardware / Software	5.1.25. The Consultant should guide on means and methods for web site setup/up gradation, app for cards, tab based access, interfacing with existing internet and Mobile Banking, Card on UPI etc.	Tab based access - Does tab refer to application for sales team (Feet On Street)? Please confirm	Tab access will be provided to employees of the company/configuration on the tabs held by Bank for access on digital onboarding to help customers
182	79	Annexure 9 - Scope of Work	6. Phase 3: Stabilization and Post -Go-live Support	6.9. The availability of call centre assumes a significant role during hive off exercise. The report should suggest means/methodology by which expected surge, along with specific training, if any at the call center can be managed to customer's satisfaction. The document also needs to clearly spell out call centre requirement, if any at the subsidiary. The document should also cover the nature of feeds to be made available to call center during hive off exercise	Expectation is to identify requirement of call center services; resources etc. or also support the end-to-end implementation of call center?	Framing of RFP, supporting in getting an efficient vendor/OEM, evaluation and onboarding for call center to be supported by the consultant
183	NA	NA	NA	NA	We request bank to facilitate a session/workshop/demo for better understanding of current credit card systems, processes of bank.	Will enable for the successful bidder



Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
184	44, 46, 1	Section C Section G Appendix G	Section C - Clause 1.7 Section G - Clauses 21 & 24.4 Appendix G - Clause 28	Conflict of interest	<p>It is the Firm's long-standing practice to serve competitors. Accordingly, we request to consider:</p> <p>"It is Firm's long-standing policy to serve competing clients and clients with potentially conflicting interests as well as counter-parties in merger, acquisition and alliance opportunities, and to do so without compromising Firm's professional responsibility to maintain the confidentiality of client information. Consistent with such practice and Firm's confidentiality obligations to its other clients, Firm is not able to advise or consult with the Client about Firm's serving the Client's competitors or other parties. Nothing in this section shall operate to limit or reduce Firm's obligations with respect to the Client's Confidential Information, including the confidentiality and non-disclosure obligations with respect thereto."</p>	Bidder to comply with RFP terms and conditions
185	18 31 39-40 84 113-114	Section C Section F Section G	Section C - Clause 4		<p>As a result of extensive knowledge-building efforts, and in the course of serving clients, we gain a broad base of knowledge about various industries, and we use, improve and develop conceptual frameworks, approaches, generic industry perspectives, and other ways of thinking about issues and opportunities relevant to those industries. These problem-solving tools do not contain the confidential information of any particular company, and we bring them to each new engagement and continue to build and expand on them in each engagement. We are able to use these problem-solving tools to serve our clients because we have retained ownership of them.</p>	Bidder to comply with RFP terms and conditions
186			Section F - Clauses 2 & 3		<p>We are happy to license our intellectual property to clients as appropriate, including our pre-existing intellectual property where necessary, provided it is used for the client's internal use. We do ask that such intellectual property is not sub-licensed to a third party without our consent. Subject to our ownership of our tools and any improvements to them, we agree that clients will own all of the materials we give to them in the course of providing our services. In the event external use of the content of such materials is contemplated references to us should be removed and clients should make no attribution to us without our prior written consent.</p>	Bidder to comply with RFP terms and conditions
187		Appendix G	Section G - Clauses 10, 24.5		<p>We respect the intellectual property rights of third parties and highly value our relationships with our own data sources. We therefore ensure that we have all appropriate licenses in place with external data providers to enable us to use such information in connection with our consulting services to clients.</p>	Bidder to comply with RFP terms and conditions



Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
188		Annexure 11	Annexure 11		Effective client service usually requires our access to our clients' confidential information. We recognize that clients entrust such information to us with the expectation that we handle it carefully and professionally. We are committed to meeting the highest professional standards in protecting such confidential information. Accordingly, we will never disclose client confidential information, materials that we develop from client confidential sources, or information that we believe conveys significant competitive advantage, to anyone outside our firm without the relevant client's prior consent, except in the unusual circumstance when we are legally compelled to do so. Furthermore, we only use such client confidential information in connection with consulting services for that client. Among these responsibilities is the vigorous protection of confidential client information. In addition, all our consultants are asked to acknowledge their understanding of this responsibility by signing a "Proprietary and Confidential Information Agreement".	Bidder to comply with RFP terms and conditions
189		Appendix G - Clause 13	Appendix G - Clause 13		We aspire to a relationship based on trust and confidence and we welcome the opportunity to discuss any areas of particular sensitivity you may have regarding our approach to intellectual property and the handling of confidential client information.	Bidder to comply with RFP terms and conditions
190					We would like to define more precisely in our agreements the intellectual property rights and accordingly, we request to add the following clause:	Bidder to comply with RFP terms and conditions



Selection of Consultant for end to end assisting the Bank and subsidiary Ms CDSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CDSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
191					<p>"Upon payment in full of Firm's fees, the Client will own all reports and other deliverables prepared for and furnished to the Client by Firm in connection with the Services (the "Deliverables"), save that Firm (or its licensor) shall retain ownership of all concepts, know-how, tools, proprietary systems and solutions, questionnaires and assessments, modules, courses, frameworks, software, algorithms, databases, content, models, prompt or code libraries and industry perspectives that are developed or enhanced outside of or in connection with the Services (the "Firm Tools"), it being understood that none of the Firm Tools will contain Client's Confidential Information. To the extent the Deliverables include any embedded Firm Tools, Firm hereby grants Client a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license to use and copy the Firm Tools solely as part of the Deliverables and subject to the limitations herein on disclosure of Firm materials and publicity. Client agrees that, without Firm's prior written permission, it will (a) not permit any third party to access or copy any Firm Tool or Deliverable; and (b) not itself, nor permit any third party to, remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with, or reverse engineer, any Firm Tool or Deliverable. The Deliverables are provided 'as is', without any express or implied warranty. Except as otherwise set forth in the applicable Proposal, Firm shall not be obligated to maintain, support, host, update, or correct the Deliverables. In addition, in relation to any Deliverables or Services which relates to technology (if applicable):-</p>	Bidder to comply with RFP terms and conditions
192						Bidder to comply with RFP terms and conditions
193		Appendix G - Clause 13	Appendix G - Clause 13	Intellectual property rights	<p>(i) Where the Deliverables under this agreement consists of any open source software, it is agreed that Client shall obtain licenses to such open source software by itself and shall conduct its own assessments before deploying such open source software.</p>	Bidder to comply with RFP terms and conditions
194		Appendix G - Clause 13	Appendix G - Clause 13		<p>(ii) Client warrants that it will not use the Deliverables in a "closed-loop" system (i.e. a system where there is no human input or judgment is involved, where decision making is fully automated, decided and executed by the system), including where no Client employee or agent is materially involved in implementing the Deliverables and/or insights derived from the Deliverables. The Deliverables are not meant for any autonomous use and Client undertakes that where it intends to use the Deliverables in a mechanical unit, it shall seek consent from Firm before such use and shall engage expert third parties to conduct appropriate tests and releases Firm from any loss, claims or damages that may result from such use.</p>	Bidder to comply with RFP terms and conditions



Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
195		Appendix G - Clause 13	Appendix G - Clause 13		(iii) Client will be responsible at all times for the functionality and security of Client's devices, systems, and networks, including without limitation any industrial controls systems (e.g. programmable logic controllers (PLCs), Robots, Motion Controllers, DCSs) to which Firm may access to retrieve or view Client's data. Client is responsible for disclosing to Firm Client's security protocols and any other administrative, technical, and organizational measures Firm must follow to comply with Client's access and security protocols. Client represents and warrants that it has the right to provide Firm with access to Client's devices and that the provision of such access will not infringe upon any third party rights.	Bidder to comply with RFP terms and conditions
196		Appendix G - Clause 13	Appendix G - Clause 13		(iv) Client acknowledges and agrees that Firm may engage outside contractors to assist in developing, supporting and/or hosting the Deliverables, provided that to the extent such contractors access any confidential information of Client in connection therewith, such contractors shall be subject to confidentiality and nondisclosure obligations consistent with those undertaken as Firm as described herein.	Bidder to comply with RFP terms and conditions
197					(v) Client agrees that it will not disclose any materials or information that Firm furnishes to Client, including the Deliverables, to any third parties unless the disclosure of any materials or information is made by Client to the third party for further development of the Deliverables for benefit of Client provided that such third party is bound by the terms of this agreement, confidentiality and nondisclosure obligations consistent with those described here. Client can work with third parties to further develop and improve upon the Deliverables for Client's use, provided such third party (i) is bound by confidentiality and nondisclosure obligations consistent with those described herein (ii) does not attempt, or permit to reverse engineer in any fashion, or modify or create derivative works of, the Deliverables/Firm Tools or any element thereof, or commercialize in any manner the Deliverables/Firm Tools or (iii) does not attempt to remove or circumvent any technological safeguards or security features of the Deliverables or remove or alter any legends, notices or disclaimers included therewith except for the purpose of developing the Deliverables for Client. Client shall be liable for any breach of the said terms by any third party irrespective of the expiry or termination of this agreement. Firm with regard to third party service provider engaged by Client (a) disclaims any and all liability relating to the services provided by such third party service provider and the third party service provider's personnel for the Services; (b) shall not be responsible or liable for the use or disclosure of Confidential Information by the third party service provider or	Bidder to comply with RFP terms and conditions



Replies to Prebid Queries for GeM Bid ref no. GEM/2024/B/4993225 dated 28/05/2024

Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
198		Appendix G - Clause 13	Appendix G - Clause 13		(vi) Client's access and use of any proprietary solutions provided by Firm or any of its affiliates (if any) hereunder shall be subject to the Firm Solutions Agreement, available at http://www.Firmsolutions.com/solutions-agreement.pdf .	Bidder to comply with RFP terms and conditions
199		Appendix G - Clause 13	Appendix G - Clause 13		(vii) Firm understands that Client's vendor (as applicable) ("Vendor"), may be hosting and supporting certain of the Deliverables. Firm agrees to coordinate with Vendor for that purpose, subject to Firm signing a confidentiality agreement with Vendor and confirming that the Vendor will not use or disclose the Deliverables outside of their work for Client. Client will also enter into a services contract with the Vendor.	Bidder to comply with RFP terms and conditions
200		Appendix G - Clause 13	Appendix G - Clause 13		(viii) Firm recommendations, Deliverables or Services shall always be technology and vendor agnostic and Firm shall not provide any cybersecurity zero-breach assurance to Client. Client is free to perform independent tests and validations on its technology landscape prior to go-live or launch of new ecosystem, and shall be responsible for ensuring appropriate authentication controls, periodic review of accesses and timely revocation of any accesses granted to any Firm personnel on their tools and/or platforms."	Bidder to comply with RFP terms and conditions
201	19,38,53,105-106,112,114,115,117	Section C Section G Appendix F Appendix G	Section C - Clause 6 Section G - Clauses 6, 13.2, 17.1 & 23.1 Section H - Clause 3.13 Appendix F - Clauses 9 & 10 Appendix G - Clauses 12.2 & 15, 22.1	Audit/ Inspection	Due to our confidentiality obligations to our other clients, and consistent with our policy against disclosure of Firm financial information, we do not generally permit clients or other third parties to audit/inspect our site, books and records.	Bidder to comply with RFP terms and conditions



Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
202	39	Section G Appendix G	Section G - Clause 9 Appendix G - Clause 18	Publicity	<p>It is our longstanding policy and practice to work behind the scenes and not to permit our clients to refer to our work or to make our work products available outside their organization without our prior written consent. This policy is implemented worldwide and is an important part of the way we work with clients and present ourselves and our work to the business community. It serves a three-fold purpose: (1) it protects our reputation as an objective fact-based strategic advisor, (2) it permits us to deliver our analyses and recommendations without censorship, and (3) it reflects the client's responsibility for its decisions and actions. We request to add the following restrictions on use of our name and disclosure of our materials, as follows:</p> <p>"Firm's work for Client is confidential and for Client's internal use only. Firm will not disclose the Deliverables to any third parties without Client's prior written permission. Similarly, Client agrees that it will not disclose any materials or information that Firm furnishes to Client, including the Firm Tools, to any third parties, and will not permit any third parties to access or use the Firm Tools. Each party further agrees not to use the other party's name or trademarks in any communication with any third party without the other party's prior written permission."</p>	Bidder to comply with RFP terms and conditions
203	40 115-116	Section G Appendix G	Section G - Clause 11 Appendix G - Clause 18	Confidentiality and Non-disclosure	<p>We would like to add the following confidentiality and data security clauses for the Client's understanding of the procedures, controls, and safeguards implemented by Firm to safeguard the Client's confidential information while in Firm's custody and control:</p> <p>"Firm will keep confidential any confidential information, including any Personal Data (as defined below), furnished by or on behalf of Client to Firm in connection with the Services ("Confidential Information"). Except to the extent it constitutes Personal Data, Confidential Information shall not include information that is or becomes publicly available, already known to Firm, independently acquired or developed by Firm or legally required to be disclosed. Firm will disclose Confidential Information only to its (or its affiliates') employees, agents and contractors who have a need to know and are bound to keep it confidential, will use Confidential Information only for purposes of performing the Services, including preparing Proposals and evaluating potential Services, or as otherwise requested or authorized by Client, and will protect Confidential Information in accordance with the Firm's Information Security Program Overview (the "Information Security Overview"). Subject to the confidentiality obligations hereunder, where the agreed upon Services include benchmarking services, Firm may also incorporate Confidential Information into its benchmarking databases for use in reporting on sanitized or aggregate trends and metrics without attribution to Client. To bring the best of Firm's global resources to serve</p>	Bidder to comply with RFP terms and conditions



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Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
204	39-40 43-44 46 113-114 116	Section G Appendix G	Section G - Clauses 10.2, 11.1, 20, 24.5 Appendix G - Clauses 13.3, 14 & 18.1	Indemnity	<p>While we believe that the best method to manage the risk on this project, and the method we will adopt, is to ensure high quality project management and staff are assigned to the project, we do require a reasonable allocation of risk which is in proportion to the reward we may gain. We are in a materially different position to our clients with respect to controlling the risk. Specifically, we have no board authority to act and we do not make the decisions for the client, which means that we have no control over who at the client will implement our recommendations, how well they will be implemented, or when they will be implemented. Therefore, if a third party is allegedly damaged by any steps taken by client management, the third party should seek redress from, and be compensated by, the client and not the Firm. Indemnification recognizes the reality that the client, not the Firm, is responsible for the success or failure of client action.</p> <p>Also, we would like to ask that our liability under the Agreement howsoever arises be limited to actual and direct loss or damage due to gross negligence and willful misconduct by us and capped at the fee payable by the Client under the Agreement.</p> <p>Accordingly, we request to add the following clause:</p> <p>"The Services shall not be deemed investment, legal, tax, accounting or other regulated advice. Firm does not supplant Client's management or other decision-making bodies and does not guarantee results. Client remains solely responsible for its decisions, actions, use of the Deliverables and Services and compliance with applicable laws, rules</p>	Bidder to comply with RFP terms and conditions
205	92 95	Appendix C - Authorization Letter format	Power of Attorney	Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the bid documents with	Please clarify if the only document required in this regard is Appendix C or is a separate power of attorney also required? If so, can the POA be provided in our standard format?	Bidder to comply with RFP terms and conditions
206	34 109-110	Section F Appendix G	Section F - Clause 13 Appendix G - Clause 10	Termination	<p>We would like to further discuss termination grounds, including Firm's right to terminate for convenience as we may want to retain the ability to disengage when an engagement will obviously not produce impact or value, if to continue will result in a breach of applicable laws or compromising of our professional standards.</p> <p>Also, in any case of termination, we respectfully request the Client will pay all Firm's earned or accrued fees and expenses for Services performed by Firm (consisting of all fixed fees, potential performance fees, potential milestone fees or potential variable fees (as applicable), calculated on a pro-rated basis based on the number of working days worked by Firm for the engagement) up to the effective date of termination.</p>	Bidder to comply with RFP terms and conditions
207	42 117	Section F Appendix G	Section F - Clause 16 Appendix G - Clause 21	Hiring of Bank staff or ex-staff Non-solicitation	We would like to add the exception that the non-solicitation clause shall not be applicable to (i) employment of any employee responding independently to a published recruitment advertisement or recruitment event not specifically directed to that employee, (ii) employment of any employee who approaches Firm on an unsolicited basis and (iii) employment in the ordinary course of recruitment business of Firm.	Bidder to comply with RFP terms and conditions



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Selection of Consultant for end to end assisting the Bank and subsidiary Ms CCSL on the proposed transfer of Digital Products Business including Credit Cards to Ms CCSL

Sl No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
208	42-43 45,49,11 7- 118,120	Section F Appendix G	Section F - Clauses 17, 18, 23, 33 Appendix G - Clauses 22, 23, 30.2, 30.3	Adherence to Banks IS Security/ Cyber Security Policies Protection of data	Please provide the Banks IS Security/ Cyber Security Policies; Guidelines issued by RBI on Outsourcing of IT services vide master direction note no: RBI/2023-24/102 DoS.CO.CSIT/SEC.1/31.01.015/2023-24 dated 10/04/2023 and RBI guidelines for storage of data in India, which the bidder shall comply with, for our review.	Wherever applicable internal documents will be shared with successful bidder. It is expected that on all other regulatory/statutory stipulations consultant is proficient and need to guide the Bank on existence of such guidelines/stipulations.
209	100	Annexure F	General	General	Request the bank to clarify whether the vendor selected as a consultant through this RFP has the privilege to participate in other RFPs released by the bank for providing technology services to support banking operations.	Vendor selected as a consultant through this RFP cannot participate in the RFPs floated by the company/Bank in relation to the vendors to be onboarded pertaining to the various scope of this RFP to avoid any conflict of interest

Date: 02-07-2024
Place: Bengaluru

Deputy General Manager

