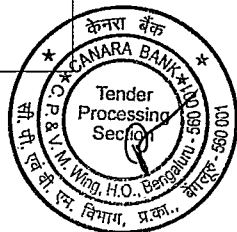
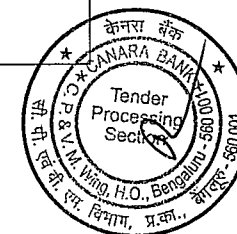


Pre-Bid Query Replies to GeM Bid Ref No GEM/2024/B/5016455 dated 05/06/2024 for Selection of Vendor for Implementation of Comprehensive Card-On-File Tokenization Solution for Generation of CoF Tokens for a Card in Canara Bank On OPEX Model for a Period of 3 Years

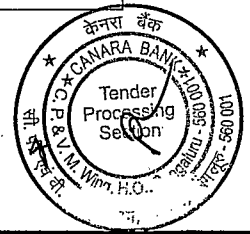
Sl. No	Page No.	Section/ Annexure / Appendix	RFP Clause	Sub-Clause	Bidder's Query	Bank's response
1	12	Section B - Introduction - Scope of work	8.4. Project Completion and Management	8.4.1.For smooth completion of project, the selected bidder should identify one or two of its representatives at Bengaluru as a single point of contact for the Bank.	What is expected qualification and experience of the representatives? What will be their duties, working hours and working days?	Bank does not specify any qualification and experience of representatives as the chosen representatives shall be the single point of contact for the project. The duties of representatives is as per RFP terms and conditions.
2	14	Section C - Integration & Interfaces	2.Integration & Interfaces	2.1.The selected bidder has to work with different application vendors in order to integrate new solution to the existing workload or new workloads during contract period. 2.2.The selected bidder has to work with different teams of Bank & application OEMs to understand the policies requirement and configurations of respective applications for the offered solution.	Please provide list of applications and their vendors to estimate the efforts.	The proposed system needs to be integrated with bank's Mobile Banking and Internet Banking System using SSO
3	20	Section C	9.Scope involved during Contract period	9.5.The support shall be given in person/email/fax/tele/remote access.	What would be working mode of "in person" support on call basis visit or dedicated onsite team?	In person support is not required. Bidder can refer Corrigendum-1
4	20	Section C	9.Scope involved during Contract period	9.7.The selected bidder shall provide centralized complaint booking/lodging facility to the bank and the dash board shall be provided to the Bank. The method of booking complaints shall be E-mail, Toll-free no, on line portal, web, etc.	who will provide Toll-free no. subscription? This point should be part of Customer Help Desk RFP.	Selected bidder has to provide tollfree number.
5	58	Annexure-2 Pre-Qualification Criteria	Clause-8	The bidder/OEM should have implemented/implementing and maintaining Card-On-File Tokenization Solution in schedule commercial Public/ Private Banks with minimum 1000 branches in India as on RFP date.	As the implementation of CoF Tokenization solutions is relatively new worldwide, its adoption in India remains limited. Nonetheless, there are established fintech providers offering CoF tokenization solutions within their catalogues. Banks should facilitate avenues for these providers to present their solutions under this tender. Therefore, we kindly request the bank to revise this clause to accommodate fintech providers with global experience .	Bidder to refer Corrigendum-1
6	58	Annexure-2 Pre-Qualification Criteria	Clause-9	The proposed Card-On-File Tokenization Solution should have been implemented and being used or implementing in any organization having customer base of minimum one crore (1,00,00,000) in schedule commercial Public/ Private Banks in India .	As the implementation of CoF Tokenization solutions is relatively new worldwide, its adoption in India remains limited. Nonetheless, there are established fintech providers offering CoF tokenization solutions within their catalogues. Banks should facilitate avenues for these providers to present their solutions under this tender. Therefore, we kindly request the bank to revise this clause to accommodate fintech providers with global experience .	Bidder to refer Corrigendum-1



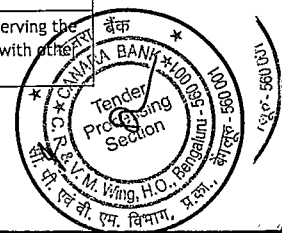
7	16	Section C	6.2.Penalties/Liquidated damages for not maintaining uptime:	6.2.3.If in any month during the contract period, the uptime is less than 95%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this RFP and invoke Performance security. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the selected bidder during contract period.	We request to Bank that Terminations should be after reaching 10% penalty only.	Bidder to comply with.RFP terms and conditions.
8	17	Section C	Penalties/Liquidated damages	6.7.Any financial loss to the Bank on account of fraud taking place due to selected bidder, its employee or their services provider's negligence shall be recoverable from the selected bidder along with damages if any with regard to the Bank's reputation and goodwill.	We request to Bank that it should for "Gross negligence". Further there needs to be capping on such amount.	Bidder to comply with RFP terms and conditions.
9	15	Section C	Penalties/Liquidated damages	Penalties/Liquidated damages	We request to Bank that for this entire point no.6, there needs to be LD % capping	Bidder to comply with RFP terms and conditions.
10	19	Section C	8.Escrow arrangement	8.3. The release will be effected by the agent within 15 days of receipt of written demand from the purchase therefore.	We request to Bank consider that Escrow agency have their own internal procedure and bidder does not have control on the same.	Bidder to comply with RFP terms and conditions.
11	21,22	Section C	Right to Audit	Clause 16.1 & 16.3	We request to Bank that External auditor need to enter into NDA with bidder. Further information / document will be provided to bank, auditor for reviewing during Audit	Bidder to comply with RFP terms and conditions.
12	35	Section E	Pricing & Payments	Clause 12.2	We request to Bank provide more detail on how about increase in tax, levies that should be to the account of bank?	Bidder to comply with RFP terms and conditions.
13	35	Section E	Order Cancellation/Termination of Contract	13.4.In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.	We request to Bank that, Bank may purchase / procure same or similar materials from alternate sources but should not be at the risk cost and responsibility of vendor for the reason that this is software / solution tender and its implementation / working cannot be controlled / operated by other vendors	Bidder to comply with RFP terms and conditions.
14	36	Section E	Order Cancellation/Termination of Contract	clause 13.5	We request to Bank that additional expenditure shall not be to account of service provider	Bidder to comply with RFP terms and conditions.
15	36	Section E	Order Cancellation/Termination of Contract	clause 13.7	We request to Bank that damages quantum should be within limit of liability	Bidder to comply with RFP terms and conditions.
16	37	Section G	Responsibilities of the Selected Bidder	3.1.The Selected Bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during the contract period	We request to Bank that advisabel that Bank obtain certification / proactive information on periodic basis.	Bidder to comply with RFP terms and conditions.



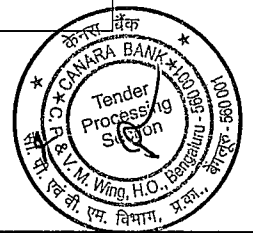
17	43	Section G	Hiring of Bank Staff or Ex-Staff:	18.Hiring of Bank Staff or Ex-Staff	We request to Bank that Bidder shall not be restricted from hiring any personnel only restriction should be considered that Key Managerial Personnel working on the project of this Tender shall not be hired. Blanket banned is violative of fundamental rights. Further HR policies needs to be shared with Bidder and be agreed upon by bidder	Bidder to comply with RFP terms and conditions.
18	44	Section G	Indemnity	clause 22.1	We request to Bank that, this clause needs to be modified as 22.1.The BIDDER/VENDOR/ SERVICE PROVIDER shall keep and hold the Bank indemnified and harmless from time to time and at all times against all <i>direct proven</i> actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, <i>reasonable</i> 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: 22.1.1.The <i>material</i> breach, <i>willful</i> default or <i>intentional</i> non-performance of undertakings, warranties, covenants or obligations by the BIDDER/VENDOR/ SERVICE PROVIDER; 22.1.2.Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the BIDDER/VENDOR/ SERVICE PROVIDER; 22.1.3.Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to <i>material</i> breach, <i>willful</i> default or <i>intentional</i> non-performance of undertakings, warranties, covenants, or obligations by the BIDDER/VENDOR/ SERVICE PROVIDER.	Bidder to comply with RFP terms and conditions.
19	44	Section G	Indemnity	clause 22.2	22.2.The BIDDER/VENDOR/ SERVICE PROVIDER shall indemnify, protect and save the Bank against all <i>direct proven</i> 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.	Bidder to comply with RFP terms and conditions.
20	44	Section G	Indemnity	clause 22.4	We request to Bank that survival period need to end 3 months post expiry / termination of agreement.	Bidder to comply with RFP terms and conditions.
21	45	Section G	Indemnity	clause 22.5	We request to Bank that aggregate liability needs to be capped at 10% of the TCO	Bidder to comply with RFP terms and conditions.
22	48	Section G	Corrupt and Fraudulent Practices	clause 27.6	We request to Bank that only Key personnel working directly under this RFP should be considered and not all employee, please check	Bidder to comply with RFP terms and conditions.
23	101	Appendix-G	Draft Contract Agreement-ORDER CANCELLATION/TERMINATION OF CONTRACT	10.4.In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider	We request to Bank that Bank may purchase / procure same or similar materials from alternate sources but should not be at the risk cost and responsibility of vendor for the reason that this is software / solution tender and its implementation / working cannot be controlled / oper	Bidder to comply with RFP terms and conditions.



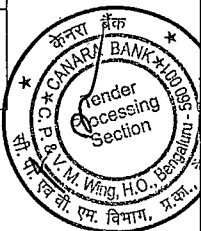
24	101	Appendix-G	Draft Contract Agreement-ORDER CANCELLATION/TERMINATION OF CONTRACT	10.5.After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.	We request to Bank that amend this clause as follows: 10.5.After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.	Bidder to comply with RFP terms and conditions.
25	104	Appendix-G	Indemnity	Indemnity	We request to Bank that aggregate liability needs to be capped at 10% of the TCO	Bidder to comply with RFP terms and conditions.
26	106	Appendix-G	CONFIDENTIALITY AND NON-DISCLOSURE	18.4.THESE CONFIDENTIALITY OBLIGATIONS SHALL SURVIVE THE TERMINATION OF THIS CONTRACT AND THE VENDOR/ SERVICE PROVIDER SHALL BE BOUND BY THE SAID OBLIGATIONS	Advisabel to have time limit of 2 years post expiry / termination of agreement	Bidder to comply with RFP terms and conditions.
27	108	Appendix-G	HIRING OF BANK STAFF OR EX-STAFF	21.HIRING OF BANK STAFF OR EX-STAFF	We request to Bank that only Key personnel working directly under this RFP should be considered and not all employee, please check	Bidder to comply with RFP terms and conditions.
28		General	General	General	Kindly requesting you to provide the EPS sizing details for the proposed SIEM solution. Kindly provide the sizing of the EPS the proposed solution is capable of handling in sustained and peak mode.	The proposed solution should be capable of integrating with Bank's SIEM solution
29		General	General	General	Kindly confirm whether the data retention policy is as per the CERT-IN mandate or if the organization has any other policies on the data retention.	Data retention should be in line with Bank's Data Retention Policy
30	68	Annexure 9-Scope of work	Generation of Cof Tokens for a card, through the card issuer, can be enabled through mobile banking and internet banking channels.	Point 1	1. Require clarification the various mode of activation for canara bank Debit & credit card customers (e.g. IVR/ATM/APP etc). Also if there is an separte website and app for Canara bank credit card customers. 2. Also channel wise activation percentage which is currently being done. 3. Canara Bank current Debit and credit base and expected YOY growth. 4. No of tokens generated currently	The proposed system needs to be integrated with bank's Mobile Banking and Internet Banking System using SSO
31	68	Annexure 9-Scope of work	2. CoFT generation shall be done only on explicit customer consent, and with AFA validation. If the cardholder selects multiple merchants for which to tokenize his/her card, AFA validation may be combined for all these merchants.	Point 2	This would be for Visa/Master/RuPay only	Canara Bank presently issues Visa/Master & Rupay cards
32	68	Annexure 9-Scope of work	All other provisions of RBI circulars dated January 8, 2019, August 25, 2021, September 7, 2021 and July 28, 2022 shall remain applicable.	CoFT through card issuers -- Requirements	This solution will be hosted for issuer, kindly explicitly call out if any guidelines that issuer has to be comply with these circular	The solution hosted should be serving the bank and should not be shared with other organisations



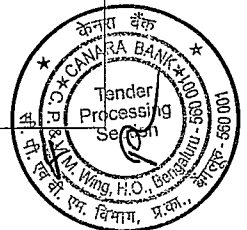
33	70	Annexure 9-Scope of work-Cloud Security Checklist to be submitted by bidder	Logging and auditing: The CSP/TSP should enable detailed logging and auditing of user, process activities & other activities in all resources including when and how data is accessed, changes in policy assignments, privileged accounts, administration actions and authorization logs which may indicate sensitive or privileged actions, to help detect and respond to security incidents.	Cloud Security Checklist to be submitted by bidder	Need more clarity on the logging process and data stored by CSP/TSP	The solution should be capable of sending logs to bank's SIEM solution
34	70	Annexure 9-Scope of work-Cloud Security Checklist to be submitted by bidder	Continuous Monitoring: a. CSP/TSP to ensure continuous monitoring of audit, events, access to critical data and/or processes, or other change/activity logs. b. Bank Teams also to be given login for dashboard	Cloud Security Checklist to be submitted by bidder	Specific requirements in the dashboard	A generic dashboard should be provided to the bank with all relevant details
35	71	Annexure 9-Scope of work-Cloud Security Checklist to be submitted by bidder	The CSP/TSP shall ensure for the below i. The security for hypervisors, containers and Software defined networks ii. Proper and adequate incident detection, response, notification and remediation. iii. Strong perimeter security for API gateways and web consoles iv. MFA v. Assure security isolation between tenants vi. Configure hypervisors to isolate VMs from each other vii. Implement processes and technical security controls to prevent admin/non-tenant access to running VMs or volatile memory. viii. Encrypt underlying physical storage ix. Role based access controls and strong authentication for all container and repository management	Cloud Security Checklist to be submitted	Instead of VMs can containers be used and that is very secured	The CSP/TSP shall ensure for the below i. The security for hypervisors, containers and Software defined networks ii. Proper and adequate incident detection, response, notification and remediation. iii. Strong perimeter security for API gateways and web consoles iv. MFA v. Assure security isolation between tenants vi. Configure hypervisors to isolate VMs/Containers from each other vii. Implement processes and technical security controls to prevent admin/non-tenant access to running VMs/Containers or volatile memory. viii. Encrypt underlying physical storage ix. Role based access controls and strong authentication for all container and repository management. Bidder can refer Corrigendum-1
36	74	Annexure 9-Scope of work-Certifications	ISO 22301 certification (Security and resilience)	Certifications The cloud service to be availed by the TSP for Bank shall at least have the following certifications, in addition to MEITY accreditation.	Instead of ISO can CSF and DPSC certificates for security and resilience can be used	Instead of ISO CSF and DPSC certificates for security and resilience can be used. Bidder can refer Corrigendum-1
37	74	Annexure 9-Scope of work-Certifications	CSA Security Trust Assurance and Risk (STAR) Level 2 Certification	"Certifications The cloud service to be availed by the TSP for Bank shall at least have the following certifications, in addition to MEITY accreditation." "	Can CERT-IN empaneled auditors can be used	CSA Security Trust Assurance and Risk (STAR) Level 2 Certification/ Assesment from a CERT-IN empaneled auditors can be used



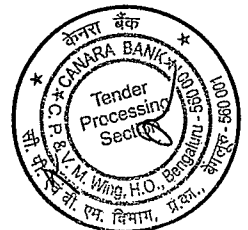
38	70	Annexure-9 Scope of Work	IAM (Identity Access Management) Controls	For administration purposes, privileged accounts, user login and for any critical actions ensure MFA is in place as an additional layer of security of the IAM users and roles	Kindly let us know the required modes of authentication as part of the MFA solution, such as OTP (SMS/Email), DSC, TOTP, etc.	IAM (Identity Access Management) Controls which includes role based access/Multi Factor Authentication(Password + OTP)
39	69	Annexure-9 Scope of Work	CSP/TSP should comply to the detailed cloud security best practices published on website of MeitY at following URL: https://www.meitv.gov.in/writereaddata/files/2_%20WI3_Cloud%20Security%20Best%20Practices_06112020.pdf	MFA may be utilized wherein a conditional access policy may be defined and authentication to be subject to LDAP or AD authentication. Detect potential vulnerabilities that affect the Department's identities. Automated responses can be configured to detect suspicious actions that are related to the Department's identities. It is important to investigate suspicious incidents and take appropriate action to resolve them	Kindly let us know whether Canara Bank is looking for Risk-Based Authentication as part of the current project scope.	MFA may be utilized wherein a conditional access policy may be defined and authentication to be subject to LDAP or AD authentication. Detect potential vulnerabilities that affect the Department's identities. Automated responses can be configured to detect suspicious actions that are related to the Department's identities. It is important to investigate suspicious incidents and take appropriate action to resolve them
40	69	Annexure-9 Scope of Work	CSP/TSP should comply to the detailed cloud security best practices published on website of MeitY at following URL: https://www.meitv.gov.in/writereaddata/files/2_%20WI3_Cloud%20Security%20Best%20Practices_06112020.pdf	Hard tokens are physical devices that generate one-time passwords for human entry or need to be plugged into a reader. These ensure highest level of security	We assume Canara Bank will be providing the hardware token devices. If not, kindly let us know the quantity of tokens required.	Hardware tokens are not applicable in this SOW
41	69	Annexure-9 Scope of Work	CSP/TSP should comply to the detailed cloud security best practices published on website of MeitY at following URL: https://www.meitv.gov.in/writereaddata/files/2_%20WI3_Cloud%20Security%20Best%20Practices_06112020.pdf	Identity monitoring systems are tasked with prompt detection of suspicious activity and consequently triggering alerts for further actions	Is there any existing monitoring system that needs to integrate with Identity Access Management? Please confirm.	The solution should be capable of sending logs to bank's SIEM/DAM solution
42	69	Annexure-9 Scope of Work	CSP/TSP should comply to the detailed cloud security best practices published on website of MeitY at following URL: https://www.meitv.gov.in/writereaddata/files/2_%20WI3_Cloud%20Security%20Best%20Practices_06112020.pdf	Department to adopt Identity-as-a-Service (IDaaS) for implementation of single sign-on	Kindly let us know the number of applications that need to be integrated with the Identity Access Management solution for Single Sign-On functionality.	The proposed system needs to be integrated with bank's Mobile Banking and Internet Banking System using SSO
43	69	Annexure-9 Scope of Work	CSP/TSP should comply to the detailed cloud security best practices published on website of MeitY at following URL: https://www.meitv.gov.in/writereaddata/files/2_%20WI3_Cloud%20Security%20Best%20Practices_06112020.pdf	Department to ensure resource-level access controls to access Web, Application and cloud resources	What is meant by 'cloud resources'? We assume that 'cloud resources' refers to cloud applications. Please confirm	Cloud resources here implies Cloud applications
44	69	Annexure-9 Scope of Work	CSP/TSP should comply to the detailed cloud security best practices published on website of MeitY at following URL: https://www.meitv.gov.in/writereaddata/files/2_%20WI3_Cloud%20Security%20Best%20Practices_06112020.pdf	Implementation of Multi-factor authentication and separate Cloud Accounts	Need more clarity on "separate cloud account"	The instance provided to the bank should be accessible.available only to the bank and should not be shared with other entities
45	NA	Generic	Generic	Generic	Kindly let us know the approximate number of internal and external users, concurrent users, and year-over-year (YoY) growth for the Identity Access Management solution and MFA requirement.	The query is not clear. The bidder has to comply with RFP/GeM Bid terms and conditions.
46	NA	Generic	Generic	Generic	Total number of Applications needs to be integrated with SSO?	The proposed system needs to be integrated with bank's Mobile Banking and Internet Banking System using SSO



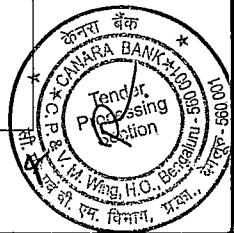
47	78	Anexure 13	Bill of Material	Table A (Solution Cost for Card-On-File Tokenization), Table C (Cost for CoF Token)	We request Bank to clarify if Bank is looking for license model or SaaS model - as Bank has asked to provide cost for 3 years in Table A and per token cost in Table C	The proposed solution should be in SaaS model
48	81	Annexure14	Undertaking of Authenticity	Ref: Selection of Vendor for end to end implementation of Audit Solution in Bank for a Period of 5 Years	We request Bank to confirm if the reference here is a misprint and is meant for "RFP for Selection of Vendor for Implementation of Comprehensive Card-On-File Tokenization Solution for Generation of CoF Tokens for a Card in Canara Bank On OPEX Model for a Period of 3 Years"	Bidder to refer Corrigendum-1
49	82	Annexure15	Manufacturer Authorization Form	Ref: Selection of Vendor for end to end implementation of Audit Solution in Bank for a Period of 5 Years		Bidder to refer Corrigendum-1
50	83	Annexure16	Letter for EMD Return (if applicable)	Ref: Selection of Vendor for end to end implementation of Audit Solution in Bank for a Period of 5 Years		Bidder to refer Corrigendum-1
51	69	Annexure 9	Scope of Work, Cloud Security Checklist to be submitted by bidder	Point 11. All functions involving critical and PII data to be maintained on-premises only while functions involving non critical data can be moved to Cloud thereby adopting Hybrid Cloud model approach.	For On-prem, will it be bidder's hardware being utilized? We request Bank to provide clarity on deployment required by Bank - Bidder's premises or Bidder's cloud? RFP has mention of physical hardware being insured, being new as per MAF etc. However, majority of the SOW covers Cloud security requirements.	The solution should be hosted on the cloud
52	68	Annexure 9	Scope of Work, CoFT through card issuers - Requirements	Point 7 - All other provisions of RBI circulars dated January 8, 2019, August 25, 2021, September 7, 2021 and July 28, 2022 shall remain applicable.	We request Bank to clarify if the solution sought through this RFP is to address RBI circulars dated Sep 7 2021 and Dec 20 2023 with respect to Card issuers providing tokenization facilitation to card holders via a Issuer portal that ca be accessed via Bank's net banking and mobile banking channels. The other circulars mentioned pertain to card networks, device tokenization extended to IOT, data storage etc. We request Bank to provide clarity on the scope.	The bidder understanding is correct.
53	14	Section C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	3. Security	Point 3.8 - The selected bidder is liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy.	We have our own approved security standards which is followed. We don't follow banks security policies.	Bidder to comply with RFP terms and conditions.
54	43	SECTION G - GENERAL CONDITIONS	19. Adherence to Banks IS Security/Cyber Security Policies:	19.1 - BIDDER/VENDOR/ SERVICE PROVIDER shall comply with Bank's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines.	If we are to comply with the Bank's Security Policies, these must be available in advance and our InfoSec team must be allowed time to review and confirm their acceptance of the terms.	Bidder to comply with RFP terms and conditions.
55	108	APPENDIX G - Draft Contract Agreement	22. ADHERENCE TO BANKS IS SECURITY/CYBER SECURITY POLICIES:	22.1. VENDOR/ SERVICE PROVIDER shall comply with Bank's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines.		



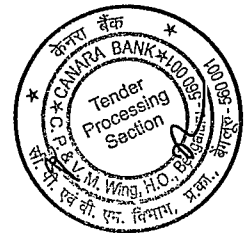
56	43	SECTION G - GENERAL CONDITIONS	19. Adherence to Banks IS Security/Cyber Security Policies:	19.2 - In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the Bidder/vendor/Service Provider shall immediately report such incident to the Bank.	Report of any security incident will be within 4 hours which is followed as a standard practice.	Bidder to comply with RFP terms and conditions.
57	108	APPENDIX G - Draft Contract Agreement	22. ADHERENCE TO BANKS IS SECURITY/CYBER SECURITY POLICIES:	22.2. In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the vendor/Service Provider shall immediately report such incident to the Bank.		
58	45	SECTION G - GENERAL CONDITIONS	24. General Conditions to Contract:	24.1 - The BIDDER/VENDOR/ SERVICE PROVIDER shall during the validity of this contract, provide access to all data, books, records, information, logs, alerts and business premises relevant to the service provided under this agreement to the Bank.	While access will be provided it will be subject to the other terms of the contract including the notice and confidentiality requirements.	Bidder to comply with RFP terms and conditions.
59	110	APPENDIX G - Draft Contract Agreement	30. 30. GENERAL CONDITIONS TO CONTRACT:	30.1. The VENDOR/ SERVICE PROVIDER shall during the validity of this contract, provide access to all data, books, records, information, logs, alerts and business premises relevant to the service provided under this agreement to the Bank.		
60	100	APPENDIX G - Draft Contract Agreement	10. ORDER CANCELLATION/TERMINATION OF CONTRACT:	10.1. The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 day's notice.	The right to terminate for convenience has been kept with 30 days notice which is inadequate. A contract of this nature must have at least 180 days notice for terminations for convenience.	Bidder to comply with RFP terms and conditions.



61	101	APPENDIX G - Draft Contract Agreement	10.ORDER CANCELLATION/TERMINATION OF CONTRACT:	10.2.The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions: (all sub points) 10.5.After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is	These relate to early terminations with 30 days notice for cause, but the threshold of the cause is not defined in many instances. Cause currently includes - delays, discrepancies, unsatisfactory performance. These are vague terms as far as termination for cause is concerned. Thresholds must be defined for delays, discrepancies and unsatisfactoriness.	Bidder to comply with RFP terms and conditions.
62	103	APPENDIX G - Draft Contract Agreement	12.TRAINING AND HANDHOLDING:	12.2.Assisting the new Service Provider/Bank with the complete audit of the system including licenses and physical assets 12.5.Vendor/Service Provider shall hold technical knowledge transfer sessions with designated technical team of Business and/or any replacement Service Provider in at least last three (3) months of the project duration or as decided by Bank.	These talk about handholding, assiting and providing traning to other service providers with respect to our solutions as part of exit management. We can do so for the Bank but cannot share our solution related information with our competitors.	Bidder to comply with RFP terms and conditions.
63	103	APPENDIX G - Draft Contract Agreement	12.TRAINING AND HANDHOLDING:	Clause 12.5 - During Reverse transition Bank will not pay any additional cost to the Vendor/Service Provider for doing reverse transition.	Transition assistance is being sought at no additional cost. While BAU services can be provided at no additional cost. Any additional requirement will require the parties to agree on the terms for such additional services (including the commercial terms).	Bidder to comply with RFP terms and conditions.
64	103	APPENDIX G - Draft Contract Agreement	13.INTELLECTUAL PROPERTY RIGHTS:	All subpoints included	The Solution/IP is being licensed to the Bank for limited use / time/ purpose/ scope needs to be called out clearly. There is no transfer of IP.	Bidder to comply with RFP terms and conditions.
65	104	APPENDIX G - Draft Contract Agreement	14.INDEMNITY:	All subpoints included	We cannot provide indemnity for regular obligations / covenants under the contract. For those SLAs are already agreed upon, and there are damanges available for breaches in any case. The rest is fine.	Bidder to comply with RFP terms and conditions.



66	106	APPENDIX G - Draft Contract Agreement	18.CONFIDENTIALITY AND NON-DISCLOSURE:	All subpoints included	Confidentiality obligations need to be mutual - there is no protection being granted to our data/ solutions.	Bidder to comply with RFP terms and conditions.
67	108	APPENDIX G - Draft Contract Agreement	21.HIRING OF BANK STAFF OR EX-STAFF:	21.HIRING OF BANK STAFF OR EX-STAFF:	There is a complete hiring restriction on the Bank's employees. There must be a restriction on active solicitation only.	Bidder to comply with RFP terms and conditions.
68	57	Annexure 2 - Pre-qualification Criteria	Point 8	The bidder/OEM should have implemented/implementing and maintaining Card-On-File Tokenization Solution in schedule commercial Public/ Private Banks with minimum 1000 branches in India as on RFP date.	we have been Licensed by RBI as a payment aggregator and Also empanelled with Canara Bank under FINTECH. Currently our COFT product or solution was not implemented/under implementation any where as the certifications required are through a bank relation... We are in the process of discussions with the interchanges to implement the solution for our PAPG. Request the Bank to assess the same and allow us to participate in the RFP process by relaxing the criteria to implemented/implementing in a bank with branches 1000 / RBI payment aggregator license/ empanelled with Canara Bank under FINTECH.	Bidder to comply with RFP terms and conditions.
69	57	Annexure 2 - Pre-qualification Criteria	Point 9	The proposed Card-On-File Tokenization Solution should have been implemented and being used or implementing in any organization having customer base of minimum one crore (1,00,00,000) in schedule commercial Public/ Private Banks in India .	we have been Licensed by RBI as a payment aggregator and Also empanelled with Canara Bank under FINTECH. Currently our COFT product or solution was not implemented/under implementation any where as the certifications required are through a bank relation...We are in the process of discussions with the interchanges to implement the solution for our PAPG.Request the Bank to assess the same and allow us to participate in the RFP process by relaxing the criteria to implemented/implementing in a bank with customer base of one crore / RBI payment aggregator license/ empanelled with Canara Bank under FINTECH.	Bidder to comply with RFP terms and conditions.



70	57	Annexure 2 - Pre-qualification Criteria	Point 10	The bidder should have certified with all the three card networks (Visa/Master/ NCPI) for Card-OnFile Tokenization	we have been Licensed by RBI as a payment aggregator and Also empanelled with Canara Bank under FINTECH. Currently our COFT product or solution was not implemented/under implementation any where as the certifications required are through a bank relation... We are in the process of disussions with the interchanges to implement the solution for our PAPG. Request the Bank to assess the same and allow us to participate in the RFP process by relaxing the criteria to implemented/imlemnting in a bank with customer base of one crore / RBI payment aggregator license/ empanelled with Canara Bank under FINTECH.	Bidder to comply with RFP terms and conditions.
71	68	Annexure 9 - Scope Of Work	COFT Through Card Issuer - Point 1	Generation of CoF Tokens for a card, through the card issuer, can be enabled through mobile banking and internet banking channels	We assume that once token is generated , We will send the token to source channels like Mobile Banking or Internet Banking. Internet/Mobile banking application will store the token and send to Merchant directly	Bidder Understanding is incorrect. Bidder to comply with RFP terms and conditions.

Bengaluru
21-06-2024

[Handwritten Signature]
Deputy General manager

