TAMIL NADU GRAMA BANK Head office : : Salem

RFP Ref. Number : TNGB/HO/FI/ 01 / 2021-22 dated 04.06.2021

Reply to Queries raised by Bidders

SI No.	Page No. of RFP	Clause No.	RFP Clause	Bidders Query	Dept suggestions/recommendations
1	2	Appendix II Software Management	The Corporate BC shall maintain sufficient inventory of Consumables at all the BC locations.	Brief about Consumables	Thermal Paper Roll, Registers, white paper, pen etc
2	9	Appendix V Standard Operating Procedure for BC	BC will be responsible for any loss of Micro ATM/Tab provided by bank to BCAs and BC to bear the device cost.	Required Age of the MATM & Warranty details	These details shall be shared to the successful bidder
3	13	6.15	Bidder shall confirm that every person deployed by them on the project has been vetted through third- party background check prior to their engagement. Reference from two respectable persons of that area known to the bank should be submitted to the bank prior to their engagement.	What about existing agents who already oppinted by the Bank	Refer S.No.6 of Amendment II
4	13	6.16	Bidder shall confirm that every person deployed by them on the project to submit Police Verification Certificate prior to their engagement.	What about existing agents who already oppinted by the Bank	Refer S.No.6 of Amendment II
5	13	6.23		What about existing agents qualifiation and IIBF Certification other criteria stipulated by the RBI for already oppinted agents by the Bank.	Existing BCAs engaged by the Bank have complied with the required qualification. Most of them qualified in IIBF Certification and the rest are given time to complete
6	15	8.2	Network connectivity, consumables, Bank approved overcoat, Identity Card, Cab, Stationery etc. applicable to BCs would be to the cost of the Bidder.	Please describe about Network Connectivity, Consumanles & Satationery.	Refer S.No.16 of Amendment II
7	16	11.6	Bidder would also ensure that required supplies of stationery and other consumables are made available with Business Correspondent Agents for uninterrupted operations.	What is Consumables & Stationery required for BCA	Thermal Paper rolls, Registers, White paper, pen etc.
8	Annexure VIII	3	One Mark for each 100 BCs (For example 500 BCs 5 Marks)	If the number of BCs were 730, 1169 etc. then how the score to be mentioned	Part thereof can be given additional one mark
9	22/42	25.1 - Application Money	Application fee of Rs. 11,800/- (non-refundable) for tender document by means of DD drawn on any schedule Commercial Bank in favour of Tamil Nadu Grama Bank, payable at Salem.	Considering the COVID situation of partial lockdown at various states and districts in TN, Kindly make an online transfer mode instead of Physical Demand Draft.	Refer S.No.24 of Amendment II
10	22/42	26.1 Earnest Money Deposit (EMD)	The bidder shall furnish Non Interest earning EMD of Rs. 10,00,000/-	Considering the COVID situation of partial lockdown at various states and districts in TN, Kindly make an online transfer mode instead of Physical Demand Draft.	Refer S.No.25 of Amendment II
11	22/42	25.1 & 26.1	Application Fee & EMD	Submission for Banks kind consideration: Both the requirements can be waived (refer attachment of PSB)	Refer S.No.26 of Amendment II
12	9/42	Pre-Qualification / Eligibility Criteria for bidders	SI.No 1 Bidder should be a registered company	Submission for Banks kind consideration: Since the Government of India & RBI started the Financial inclusion work through NGO / Trusts, kindly involve NGO / Trusts to participate in the RFP (especially for considering the Predecessor's experience) (refer attachment of PSB)	Refer S.No.3 of Amendment II
13	10/42	Pre-Qualification / Eligibility Criteria for bidders	SI. No: 2 The KIOSK / BC Solution should have been implemented in at least 500 location in India	Submission for Banks kind consideration: (i). Minimum 400 locations in India. (refer attachment of PSB)	Bidder shall comply with RFP terms
14	10/42	Pre-Qualification / Eligibility Criteria for bidders	SI.No 6	<u>Submission for Banks kind consideration:</u> Satisfactory Letter from the PSB bank addressed as WHOMSOEVER format within three months of the RFP, with reference numbers of the bank officials.	Bidder shall comply with RFP terms

SI No.	Page No. of RFP	Clause No.	RFP Clause	Bidders Query	Dept suggestions/recommendations
15	27/42	36. Performance Guarantee	The successful Bidder should submit Performance Bank Guarantee of RS. 25,00,000/-	The EMD submitted by the successful bidder will be converted as Performance Bank guarantee. (Part)	Bidder shall comply with RFP terms
16	New			<u>Submission for Banks kind consideration:</u> 1. Weightage to FINTECH companies have recognised by Government of India or by its departments. 2. RBI external credit rating on FINTECH companies. (Refer other PSB RFP)	Since this RFP is for BC management alone (man power). This request not considered
17	9	4.2.1	Bidder should be a registered company in India under Companies Act 1956 or 2013 and should have been in operation for at least Three years as on the date of RFP.	Right from start of Financial Inclusion / Business Correspondent Channel, Societies / Trusts / NGOs are being engaged by the Banks as Corporate Business Correspondent. For example our organization is a Society and we are providing our BC services since the year 2010. And presently we are Corporate Business Correspondent of SBI, PNB, UBI, UCO, DBGB, BUPB and UGB. Hence, please amend your RFP and increase the scope of eligibility of entities other than Companies also.	Refer S.No.3 of Amendment II
18	13	6.18	In case the performance of the Business Correspondents, their agents or personnel engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the Bidder shall have to replace the said person within 15 days or any such time limits stipulated by the Bank. Failing which, Bank shall impose Rs.10000/- per case per month.	Considering the ongoing Corona pandemic, the time limit should be increased to 30 days in case of replacements. Moreover, many times the delay is done by the Link Branch and other administrative offices of the Bank in processing of the replacement applications for creation of Codes. Hence, the CBC's responsibility should be till submission of the replacement application to the Link Branch only.	Refer S.No.7 of Amendment II
19	19	21.2	Part B- Commercial Bid (Indicative): Furnishing all relevant information asrequired as per Indicative Price Bid as per Annexure- X.	Such bidding process should be removed and all the charges should be fixed by the Bank itself considering the sustainability of the BC Cannel. The CBCs should be selected on the basis of Technical Bid only.	Bidder shall comply with RFP terms
20			Exemption in Application Fees & EMD	As per Government of India guidelines, MSME are exempted on payment of Application Fees & EMD. We request you to please consider the same in this RFP also.	Refer S.No.26 of Amendment II
21			EMD in the form of Bank Guarantee	In case Point 1 is not considered, please allow EMD in the form of Bank Guarantee	Bidder shall comply with RFP terms
22	10	7	Audit Reports	Is this regarding audited financial statements? Otherwise, please specify.	Refer S.No.5 of Amendment II
23	11	5.4		It is understood that applications for all mobile kiosks (Micro ATM/ TAB etc.) will be provided by the bank. What about the fixed kiosk? Is the successful bidder expected to deploy an IT solution of his own for fixed kiosks, or it will be provided by the bank?	Application software will be provided by the Bank for mobile/fixed Kiosks
24	Part 1: Page 9	Point 4	Pre- Qualification Eligibility of Bidder	SUGGESTION: We request you to add Annexure which will cover Eligibility Criteria Table mentioning Name of Supporting Documents to be submitted by the bidder along with Page No for every point in the Eligibility Criteria. This will help bank to quickly evaluate the Pre-Qualification (Eligibility) of proposals submitted by bidders.	Refer S.No.35 of Amendment II
25	Part 2: Page 20	Point 1,4,5,6	Commercial Bid	SUGGESTION: We request bank to Remove mentioned parameters i.e Account Enrollment, PMJBY, PMSBY, APY from Commercial Bid Reason: In recent bidding for various banks it has been observed that Many bidder under quote such parameters to value zero or one Rupee to bring down the TCO. This actually hampers the bank business in larger context as the doors for new customers are closed as BCAs do not take interest in opening new accounts and focus more only on transactions due to very low commission for enrollment. Secondly, Social Security Scheme (SSS) is flagship program of Hon. Prime Minister. All other banks are giving standard commission for all SSS schemes. Bank may not achieve the SSS targets if in case the commission is low. So we request bank to remove above mentioned parameters from Commercial Bid.	Refer S.No.34 of Amendment II

SI No.	Page No. of RFP	Clause No.	RFP Clause	Bidders Query	Dept suggestions/recommendations
26	Part 2: Page 20	Point 2	Commercial Bid, Transactions	We request bank to increase the maximum commission parameter from 0.30% of the total Transaction Amount to 0.40%. Reason: BC has to bare the Fixed location Infrastructure charges, Internet Connectivity Charges, Stationery, Consumable & Registers, Cash Handling Charges, Insurance and the given Ratio of Support Manpower for BCA Handholding and Training etc This is very difficult (Non-feasible) in such a low rate of variable commission.	Refer S.No.34 of Amendment II
27	Part 1 Page 13	6.18	In case the performance of the Business Correspondents, their agents or personnel engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the Bidder shall have to replace the said person within 15 days or any such time limits stipulated by the Bank. Failing which, Bank shall impose Rs.10,000/- per case per month.	We Request Bank to reduce the Penalty from Rs 10,000/- to Rs 5,000/ Reason: Currently, Major Bank are applying the Penalty of Rs 5000/- under the mentioned clause. Secondly, BC is already doing lot of Investment in Infrastructure, Cash Handling, Manpower Operations in a sharing Ratio of 80:20. The proposed Penalty will be very harsh on BC and the project will not be viable for him.	Refer S.No.7 of Amendment II
28	Part 1 Page 10	Table Point 4	Company should have maintained Positive Net Worth during last four Financial Years (17-18, 18-19, 19-20 & 20-21)	We request bank to amend the clause as follows; Bidder should have maintained Positive Net Worth of Min 10.0 Cr during each of the last four Financial Years (17-18, 18-19, 19-20 & 20-21)	Bidder shall comply with RFP terms
29	Part 1 Page 10	Table Point 5	Annual Turnover Should not be less than 5 Cr. In the last Financial Year	In earlier point No 1 in same Table Bank has stated that Bidder organization should be at least 3 Years in existence then why Bank is asking Turnover of only last year. In order to get financially strong bidders, we suggest bank to amend the clause as follows (as per other PSU bank tenders floated recently); Bidder should have Annual Turnover of Min 25.0 Cr during each of the last four Financial Years (17-18, 18-19, 19-20 & 20-21)	Bidder shall comply with RFP terms
30	Part 1 Page 10			We suggest to add one more eligibility criterion asking for profitability. We request bank to add below criteria in Pre-Eligibility conditions; Bidder should be a profit making company and should have minimum of Net Profits during each of the last four Financial Years (17-18, 18-19, 19-20 & 20- 21). This will help bank to get financially strong bidders.	Refer S.No.36 of Amendment II
31	2	Bid Details in Brief	Application Money & Earnest Money Deposit	Considering the current Pandemic and travelling restrictions imposed in major states and people working remotely, we request bank to enable the online payment options too along with Physical DD's.	Refer S.No.24 and 25 of Amendment II
32	9	QUALIFICATION/ELIGI	BC/SP for providing FI solution (such as EBT, DBT, Aadhaar based Payment etc.) for Scheduled Commercial Bank / Regional Rural Banks Sponsored by Public Sector Bank in India for a minimum period of 3 years. The Kiosk /BC solution should have been implemented in at least in 500 locations in India.	We request bank to increase the implemented locations to atleast 5000 locations instead of 500 locations, which shall give broader experience bidder both in operational & technical aspect, to participate and service bank for the larger volume.	Bidder shall comply with RFP terms
33	10	RILITY CRITERIA EOR	Annual turnover should not be less than Rs. 5 (Five) crores in the last financial year as per audited financial statement.	Considering the requirement and size of deployment locations of bank requirement, the bidder's experience on financial turnover should be increased for atleast for 100 crore for last 3 Financial year , to have the sound financial support for the project deployment and services	Bidder shall comply with RFP terms
34	23	SUBMISSION OF BIDS:		Considering the current Pandemic and travelling restrictions imposed in major states and people working remotely, we request bank to enable the online submission options too along with Physical DD's.	Bidder shall comply with RFP terms

SI No.	Page No. of RFP	Clause No.	RFP Clause	Bidders Query	Dept suggestions/recommendations
35	20	COMMERCIAL BID (INDICATIVE PRICE BID)		We request bank to confirm, whether reverse auction will be conducted to arrive L1 bidder, since in the commercial bid sheet it is mentioned as Indicative. Kindly Clarify	Refer S.No.34 of Amendment II - There is no reverse auction
36	13	RESPONSIBILITIES OF THE BIDDER:	6.15 Bidder shall confirm that every person deployed by them on the project has been vetted through third- party background check prior to their engagement. Reference from two respectable persons of that area known to the bank should be submitted to the bank prior to their engagement.	As BCAs deployed for the project are the agents of the TSP and as the vendor of the Bank, we also follow strict and effective scrutinizing methods to engage the BCAs, the engagement policies and guidelines shall be submitted to the Bank for approval, if required. Hence, submission third-party background check prior to engagement is may not required, considering the large volume of BCAs to be engaged for this project and that too within the stipulated timelines as per the RFP. Kindly the amend the RFP accordingly	Refer S.No.6 of Amendment II
37	13	RESPONSIBILITIES OF THE BIDDER:	6.18 . In case the performance of the Business Correspondents, their agents or personnel engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the Bidder shall have to replace the said person within 15 days or any such time limits stipulated by the Bank. Failing which, Bank shall impose Rs.10,000/- per case per month	In general practise replacement of Business Correspondent agents will be done in 30-45 days, the time line set in RFP is very less. Hence we request bank to amend the clause accordingly.	Refer S.No.7 of Amendment II
38	10	Clause No. 4. Pre- Qualification/Eligibility Criteria For Bidders; Point no. 4.2; Sub Point 2	The bidder should have been a BC/SP for providing FI solution (such as EBT, DBT, Aadhaar based Payment etc.) for Scheduled Commercial Bank / Regional Rural Banks Sponsored by Public Sector Bank in India for a minimum period of 3 years. The Kiosk /BC solution should have been implemented in at least in 500 locations in India.	Considering the importance of the project for the Bank; Request you to kindly change the clause as under so that bids are submitted from experienced and credible vendors. "The Kiosk /BC solution should have been implemented in at least in 10000 locations in India."	Bidder shall comply with RFP terms
39	10	Clause No. 4. Pre- Qualification/Eligibility Criteria For Bidders; Point no. 4.2; Sub Point 4	Bidder or its wholly owned Parent Company should have maintained Positive Net Worth during the last Four financial years, i.e. 2017-18, 2018-19 and 2019-20, (Allaudited) and PBS for 2020-21	Considering importance of the project, we request the Bank to kindly re-phrase the clause as under so that the Bank gets good credible partners / vendors. "The Bidder or its wholly owned Parent Company should have maintained Positive Net Worth of at least 10 cr. during each of the last Four financial years, i.e. 2017-18, 2018-19 and 2019-20, (Allaudited) and PBS for 2020-21."	
40	10	Clause No. 4. Pre- Qualification/ Eligibility Criteria For Bidders; Point no. 4.2; Sub Point 5	Annual turnover should not be less than Rs. 5 (Five) crores in the last financial year as per audited financial statement.	Considering the importance of the project for the Bank, the annual turnover should be increased to Rs. 50 Crore so that the Bank gets good credible partners / vendors.	Bidder shall comply with RFP terms
41	10	Clause No. 4. Pre- Qualification/ Eligibility Criteria For Bidders; Point no. 4.2; Sub Point 7	Bidder should also have internal control and audit measures in place.	Please clarify the Audit measures covering under which parameters	Refer S.No.5 of Amendment II
42	11	Clause No. 5. Requirement Details; Point no. 5.1	Bank has provided Financial Inclusion services through Business Correspondents in 700+ locations for the state of Tamil Nadu. This number may be increased to around 1000 locations in future.	We understand the clause as that if selected, we would be required to provide Financial Inclusion services through Business Correspondents in 700+ locations for the state of Tamil Nadu, which may be increased to 1000 locations in future. Kindly confirm	
43	13	Clause No. 6. Responsibilities Of The Bidder; Point no. 6.18	agents or personnel engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the Bidder shall have to replace the said person within 15 days or any such time limits	Considering that proper checks and balances needs to be in place before onboarding the agent including Police Verification Certificate and Background Check, we request Bank to increase the period of replacement of the agent from 15 days to 30 days. We also request to kindly reduce the penalty capping from Rs. 10,000 per case per month to Rs. to Rs. 2500/- per case per month.	Refer S.No.7 of Amendment II

SI No.	Page No. of RFP	Clause No.	RFP Clause	Bidders Query	Dept suggestions/recommendations
44	14	Compliance Requirements; Point no.	system error, human error, negligence and mismanagement) and	As per Clause no. 5.4 of the RFP, we understand that no separate solution is to be provided by the vendor and common application and the TAB is to be used by the agent which will be provided by the Bank. As such request the Bank to kindly exclude the indemnification for "System error" from Point No. 7.9 of the RFP.	Refer S.No.12 of Amendment II
45	15	Clause No. 8. Technical Deliverables; Point no. 8.6	Bidder shall ensure that faulty equipment should be replaced within a maximum period of 48 hours of reporting.	We understand that the equipment/devices are being supplied by the Bank as per the Clause no. 5.4 of the RFP. As a CBC we shall be able to provide logistics support in coordination with the Bank. Since the CBC will not have any direct relationship with the Vendors, kindly rephrase the point as: "Bidder shall ensure that faulty equipment should be replaced within a maximum period of 48 hours of reporting; by coordinating with Bank team."	Refer S.No.17 of Amendment II
46	22	Clause No. 25. Application Money; Point no. 25.1	This document can be downloaded from Bank's website. In that event, the bidders should pay the Application Fee of Rs.11,800/(non- refundable) (Rs 10,000/- Plus GST) for tender document by means of DD drawn on any Scheduled Commercial Bank in favour of Tamil Nadu Grama Bank, payable at Salem and submit the same along with Part A – Technical Proposal	Request you to kindly provide relaxation for the Application Fee amount for MSME registered organization. We request Bank to kindly add the option of online payment method through NEFT/RTGS in addition to the existing offline payment option for the Application Fee.	Refer S.No.24 and 26 of Amendment II
47	22	Clause No. 26. Earnest Money Deposit; Point no. 26.1	The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of Rs.10,00, 000/- (Rupees Ten lakhs Only) by way of Demand Draft drawn on any Scheduled Commercial Bank In India in favour of Tamil Nadu Grama Bank, payable at Salem	Request you to kindly provide relaxation for the Application Fee amount for MSME registered organization. We request Bank to kindly add the option of Bank Guarantee in addition to the existing offline payment option for EMD.	Refer S.No. 25 and 26 of Amendment II
48	24	Clause No. 32. Bid Opening; Point no. 32.6	are not present during the specified date, time, and venue of opening it will be deemed that such bidder is not interested to	Considering the ongoing pandemic and lockdown being imposed in the state of Tamil Nadu, we request Bank to explore the option of submitting the bids online. We would also request Bank not to make physical presence of the Bidder's representative mandatory for the Bid Opening considering the ongoing situation and to provide the option of attending the Bid Opening online through VC for the safety of all.	Refer S.No.27 of Amendment II
49	34	Point no. 49.9	The Bidder shall confirm that every person engaged by them will have to be qualified with BC Certification course conducted by IIBF within 6 months from the date of issuing work order/intimation.	Request Bank to kindly change the timeline for obtaining the IIBF Certification from 6 months to 9 months in line with the new guidelines published by IBA on June 18, 2019 vide circular No. SB/CIR./FI- BC/2019-20/7482.	Refer S.No.29 of Amendment II
50	36	Clause No. 52. Time	Each BC agent has to carryout minimum 200 financial transactions per month, failing which a penalty of Rs.500/- per month per BC location will be imposed on the Corporate BC at the discretion of the Bank	We request Bank to kindly reduce the minimum transactions to 100 instead of 200 per month.	Refer S.No.33 of Amendment II
51	37	Clause No. 53. Period of Contract	The period of contract shall initially be for a period of 3 (three) years from date of acceptance	We request Bank to kindly increase the period of contract to 5 years with an option of renewal at mutually agreed revised/revisited commercials between the Bank and the Selected Bidder	Bidder shall comply with RFP terms
52	20 (Appendix & Annexure)	Annexure X: Commercial Bid; Point No. 2	0.30 % of the Total Transaction amount	Kindly confirm if the quoted rate is applicable for OFF-US transactions also. We recommend to make maximum rate as 0.40% .	This rate is applicable for all financial transactions. Refer S.No.34 of Amendment II.
53	20 (Appendix & Annexure)	Annexure X: Commercial Bid; Point No. 3	Fixed Remuneration when Txn > 300	We request Bank to kindly consider 150 transaction count for paying fixed commission & recommend to make fixed commission as maximum Rs. 4000/-Since transaction commission rate is very low, agents viability will become a challenge which is a key driver for keeping agents active.	Refer S.No.34 of Amendment II.

SI No.	Page No. of RFP	Clause No.	RFP Clause	Bidders Query	Dept suggestions/recommendations
54		General		Considering the rapid spike in the number of Covid cases all over the country and lockdown/partial lockdowns being imposed in various states, we request you to kindly consider the extension of the RFP date till the situation improves.	Refer S.No.1 and 2 of Amendment II
55	10	4.2 (6)	The bidder should have strong organizational strength to undertake and execute large projects including hardware, networking, disaster recovery, system integration, implementation, etc. System integration should be based on industry's best practices.	As the Bank would be providing the required Hardware and Software for BC / Kiosk Operations, what is expected of the Bidder with regard to Hardware, Networking, DR, System Integration, etc.	Refer S.No.4 of Amendment II
56	10	4.2 (7)	Bidder should also have internal control and audit measures in place.	Whether the template for the Audit Report for the BCA / Kiosk needs to be submitted?	Refer S.No.5 of Amendment II
57	13	6.15	Bidder shall confirm that every person deployed by them on the project has been vetted through third- party background check prior to their engagement. Reference from two respectable persons of that area known to the bank should be submitted to the bank prior to their engagement.	We understand that this is applicable in the case of BCA. Further, since the BCA would have to obtain satisfactory Police Verification Report, the Bank may review the requirement of third-party background check.	Refer S.No.6 of Amendment II
58	13	6.16	Bidder shall confirm that every person deployed by them on the project to submit Police Verification Certificate prior to their engagement.	We understand that this is applicable in the case of BCA. Since Police Verification Report takes time, the Bank may consider the candidature, subject to obtaining satisfactory Police Verification Report. Otherwise, deploying or replacing BCAs within the stipulated timeframe might be very difficult.	Bidder shall comply with RFP terms
59	13	6.22	Cash Management is the sole Responsibility of CBC/BC	Whether the BCA is expected to bring in the necessary Working Capital? If the Bank would provide the Working Capital, in the form of interest free OD facility, the OD A/c may be allowed to be operated by the BCAs directly, at the Base Branch concerned.	Bank will provide interest free OD facility to be operated by BCAs at the base Branch concerned.
60	14	7.2	Service management process based- on ITIL standards.(Information Technology Infrastructure Library)	As the BCO is expected to only engage and manage the BCAs – Hardware & Software would be provided by the Bank – the significance of this clause may kindly be clarified.	Refer S.No.8 of Amendment II
61	14	7.6	Accounts, transactions, services, controls, etc related to banking and financial services should integrate with Bank's Core-Banking system.		Refer S.No.9 of Amendment II
62	14	7.7	The solution should conform to and integrate with UIDAI/NPCI's directions on Financial Inclusion / Direct Benefit Transfer.	Since the Bank would be providing the requisite Hardware and Software, request clarification on the role of BCO with regard integration with the Bank's CBS. (There are references at many places to Software / Hardware / Solution being the	Refer S.No.10 of Amendment II
63	14	7.8	Bidder should ensure that in addition to security features- as stipulated by the Bank from time to time- deployed in the technology, controls and operational procedures should ensure protection of the bank from loss, disclosure or frauds.	responsibility of the BCO; whereas, the BCO has no control over the same, as the Bank would be providing the requisite Hardware / Software / Solution .)	Refer S.No.11 of Amendment II
64	14	7.9	Bidder shall indemnify the Bank from transaction risk (from system error, human error, negligence and mismanagement) and fraud risk (loss to earnings or capital due to intentional deception by employees, customers, agents, external entities, etc.).	As the Hardware and Software are not being provided by the Bidder, risks arising out of the same may be excluded from the responsibility of the BCO.	Refer S.No.12 of Amendment II
65	14	7.11	Bidder shall assist the Bank in identifying potential risks in the solution, remedy any of the identified risks, develop strategies to measure, monitor and mitigate those risks and implement new controls.	Since the Solution is not under the control of the Bidder, Bidder may only be able to bring anomalies, if any, in the Solution to the notice of the Bank.	Refer S.No.13 of Amendment II
66	14	7.12	Bidder shall maintain adequate documentation, records, audit trails, etc and cooperate with the RBI/Bank's internal audit teams, regulatory authorities and third-party external auditors for conducting periodical audit and arrange for necessary access to relevant information / assets under the control of the bidder.	Audit trail may have to be provided by the Technology Service Provider, as the Bidder would not have access to the same.	Refer S.No.14 of Amendment II

SI No.	Page No. of RFP	Clause No.	RFP Clause	Bidders Query	Dept suggestions/recommendations
67	14	7.13	Financial Exposures & Performance risks from third- party service providers under the project would be regulated and mitigated through Financial Guarantees, Collateral Securities, etc based on risk perception of the Bank.	Bank may kindly clarify regarding 'third-party service provider'	Refer S.No.15 of Amendment II
68	15	8.2	Network connectivity, consumables, Bank approved overcoat, Identity Card, Cab, Stationery etc. applicable to BCs would be to the cost of the Bidder.	Bank may clarify regarding Network connectivity and Cab and their applicability for a Bidder / BCO.	Refer S.No.16 of Amendment II
69	17	12.3 (g)	Further, each customer will be permitted only certain number of transactions and within a maximum limit prescribed by the Bank for each category for a given period.	We understand, the Bank would have established adequate mechanism to control the same through the Solution being adopted. Kindly confirm.	Refer S.No.18 of Amendment II
70	17	12.3 (i)	The receipts and statements shall be in English/vernacular language	Bank may confirm, whether the same would be provided by the Bank's Technology Service Provider.	Yes
71	18	17.2	The bidder shall put in place a mechanism to the BCAs to whom the work is intended to.	Please clarify the Bidder's responsibility.	Refer S.No.19 of Amendment II
72	18	17.3	Bidder shall assist the bank in defining exceptional transactions and monitor all such exceptional transactions	This may be possible for only the Technology Service Provider of the Bank; Bank may confirm.	Refer S.No.20 of Amendment II
73	18	17.4	It should also be possible to centrally monitor and obtain reports on cash movement, cash balances, cash payments, etc at each of the front- end functionaries in consultation with the Bank and TSP.	The Bank may kindly elaborate on the requirements on the part of the BCO with regard to this Clause.	Refer S.No.21 of Amendment II
74	18	18.3	Bidder shall have adequate audit controls and track normal and exceptional transactions.	As the TSP usually addresses this requirement, the requirements on the part of the BCO with regard to this clause	Refer S.No.22 of Amendment II
75	19	18.5	Bank may also arrange for a random verification of enrollment/ payments, card-personalization, etc for better control.	Bank may clarify the requirements related to card-personalization.	Refer S.No.23 of Amendment II
76	21	24.6 (c)	All costs should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, at the date of signing the Agreement and subject to deduction of all statutory deductions applicable, if any. The benefits realized by Bidder due to lower rates duties, charges and levies shall be passed on by Bidder to Bank.	Bank may kindly clarify, whether GST would be paid at actual. (At many places, tax has been assigned to the Bidder responsibility category. As GST rates change periodically, the Bank may pay GST at actual, instead of the Bidder quoting with GST)	Actual GST amount shall be paid by the Bank
77	21	24.6 (e)	The prices quoted by the Bidders shall include all costs such as Taxes, Custom Duties, Levies, Cess, Insurance, etc. that need to be incurred.	1931)	
78	32	45	The furniture/fittings/cash on hand and cash in transit are to be insured by the bidder against all risks of loss or damages.	Furniture / fittings of Kiosk would be owned by the BCA concerned; for the BCA, insuring the same may be a big challenge, as Insurance Companies may not come forward to insure the same. If the BCA has to deploy the Working Capital, insuring cash on hand and cash in transit also would be a challenge. For the BCO, there would be no insurable interest on the any of them.	Cash on hand and cash in transit are to be insured by the bidder against all risks of loss or damages for all BCAs
79	33	49.2 & 49.3	The Bidder shall confirm that every person deployed by them on the project has been vetted through a third- party background check prior to their engagement. The Bidder shall manage the activities of its personnel or others engaged in the project etc. and shall be accountable for all the personnel deployed/engaged in the project. 49.3 The Bidder shall confirm that every person deployed by them on the project to submit Police verification certificate.	We understand that this is applicable in the case of BCA. Further, since the BCA would have to obtain satisfactory Police Verification Report, the Bank may review the requirement of third-party background check.	Refer S.No.6 of Amendment II
80	33	49.4	The successful bidder shall deploy One supervisor referred to as BC Supervisor (BCS) for 50-60 BCAs and One Coordinator referred to as BC Coordinator (BCC) for 25-30 BCAs within 30 days from the issue of work order.	We understand that each BCA shall come either under BCS or BCC and not both; Bank may confirm.	Refer S.No.28 of Amendment II

SI No.	Page No. of RFP	Clause No.	RFP Clause	Bidders Query	Dept suggestions/recommendations
81	34	49.8	The Bidder shall extend all of the outsourced banking & financial services by deploying such personal who has high integrity and meet the qualifications & other criteria stipulated by the Reserve Bank of India, Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948.	Bidder is expected to share the revenue with the BCA at the ratios stipulated by the Bank; BCAs, like Insurance Agents, are not the employees of the Bidder / BCO and hence, would not come under the purview of Minimum Wages. (Bidder cannot pay more than what it is getting paid for) Further, the Bank also desired existing entity to be engaged as BCA, in order that they may have supplementary income. Whereas, the regulations shall be applicable for all the employees of the Bidder. Bank may confirm.	Bidder shall comply with RFP terms
82	34	49.10	All the BCs deployed by the bidder will have to be qualified with BC certification course as per Reserve Bank of India/ IBA guidelines. In case of failure to comply with the guidelines and the dates specified the bidder will be liable for penalty of Rs.1000/per month or part thereof per BC deployed who has not qualified the certification course till the time of such qualification. The penalty shall be waived by the competent authority of the Bank on case to case basis.	Since a person would be interested to get qualified only upon becoming a BCA, the Bank may permit reasonable time limit for the BCA to get qualified / certified. (Getting a certified person may be difficult, leading to default in engaging the BCAs within the stipulated time period)	Refer S.No.29 of Amendment II
83	35	51.6	It will be the sole responsibility of the Service Provider to provide uninterrupted service to the customer barring unusual situations or calamities like flood, earth quake, etc.	As Hardware, Software and Network are not under the control of the Service Provider, failure due to the same may kindly be excluded from the responsibility of the Service Provider.	Refer S.No.30 of Amendment II
84	35	51.9 & 51.10	The Service Provider shall indemnify, protect & 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. 51.10 The Service provider shall ensure all technology compliances and maintenance requirements as may be prescribed by the Bank. The Service Provider will also have to meet the prescribed requirements that may be stipulated by the bank to be maintained at the BCOs (Service Level Agreement is furnished as part of BC Agreement). A well- defined disaster recovery and business continuity plan from business angle, should be in place as per the satisfaction of the Bank.	Since Hardware & Software would be sourced by the Bank from other Service Providers, challenges arising out of the same may be excluded from the responsibility of the Service Provider under this RFP.	Refer S.No.31 and 32 of Amendment II
85	36	52.6	Each BC agent has to carryout minimum 200 financial transactions per month, failing which a penalty of Rs.500/- per month per BC location will be imposed on the Corporate BC at the discretion of the Bank. This clause will not be applicable during first three calendar months of generation of terminal ID to BCA.	BCAs having genuine challenges, like, health issues, maternity leave, etc., may be excluded.	Refer S.No. of Amendment II
86	38	55.4	Successful bidder shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents & representatives and in particular Laws relating to terminal benefits such as minimum wages, Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Bank shall have no liability in this regard.	Bidder is expected to share the revenue with the BCA at the ratios stipulated by the Bank; BCAs, like Insurance Agents, are not the employees of the Bidder / BCO and hence, would not come under the purview of Minimum Wages. (Bidder cannot pay more than what it is getting paid for) Further, the Bank also desired existing entity to be engaged as BCA, in order that they may have supplementary income. Whereas, the regulations shall be applicable for all the employees of the Bidder. Bank may confirm.	Bidder shall comply with RFP terms
87	39	57	It shall be the sole responsibility of the Business Correspondent/Bidder to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP.		Bidder shall comply with RFP terms
88	39	59.1	The Business Correspondent shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc.	GST, which keeps changing, may be borne at actual by the Bank. BCAs, for the reasons stated elsewhere, are independent Agents – like, Insurance	Bidder shall comply with RFP terms

SI No.	Page No. of RFP	Clause No.	RFP Clause	Bidders Query	Dept suggestions/recommendations
89	39	59.2	Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the Business Correspondent at his cost.	Treating them as the employees of the BCO would have greater ramifications for both the BCO and the Bank.	Bidder shall comply with RFP terms
90	40		Goods and Service Taxes (GST) and its compliance: a) Goods and Service Tax law in India is a comprehensive, multi- s		Bidder shall comply with RFP terms