

Sr. No.	Pg No	Point No	Tender Original Clause	BFSL comments	Request for Change / Modification / Addition / Deletion
1	7	1.7/10	Bid document cost (non-refundable): INR 2500/-		
2	7	1.7/11	Bid Security (EMD):INR 50,000/-	On Submission of relevant documents from MSME both Bid Security and EMD can be exempted but Bank Guarantee will be required from the bidder to whom we award the contract at the later stage . Bid Security Amount to be submitted in DD is Rs 2,500/- and EMD value is Rs 50,000/-.	We are registered under MSME. As per the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 which is enclosed we exempted from submission of tender fees. Notification attached. On page no.5 of the RFP the cost of the tender documents is stated as Rs. 30,000/-. Kindly clarify the correct amount.
3	9	2.2	Year on Year Volume Projections (Tentative)	Present card base is 205000nos of cards in total.	We are registered under MSME. As per the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 which is enclosed we exempted from submission of EMD. Notification attached. The format for EMD guarantee is not attached with the RFP documents.
4	9	2.2	Tenure: The tenure of the contract initially would be for 2 years extendable to 1 more year basis satisfactory conduct/performance by supplier, which makes total 3 years from the date of the issuance of first purchase order by the Company. Company can further extend this at its discretion at mutually agreed terms to max 2 years considering the commercial and other terms and conditions in the RFP are same.	TCO will be for 2 years, as BFSL will go in a 2 year contract further extendable to 1 year basis satisfactory performance by supplier and it will be extended for further period of 2 year. Please refer RFP.	Request the company to advise the present card base. The RFP calls for the TCO and may be extended for a further period of 1 year. Further the company also expecting the vendors to quote the TCO for 5 years. Can the bidder quote the commercial for 2 years.
5					
6	12	3.0 b i	Any upgrade with respect to regulatory or network compliance will be provided to BFSL at no extra cost.	BFSL is not in agreement with the modification requested.	Product engineering and / or script development cost is a huge expense in the card manufacturing / personalization industry. Requesting the Company to consider mutual discussions based costings to be agreed upon, should the need arise; instead of a blanket refusal to pay such costs.
7	13	3.5	Business Process Definition / Parameterization	OK	This does not seem to be relevant for this RFP and may please be removed.
8	16	4.4	Performance Guarantee: The successful vendor shall provide a Performance Guarantee within 45 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Appendix-05 to the extent of 10% of the total contract value for the entire period and such other extended period as the Company may decide for due performance of the project obligations. The guarantee should be of that of a Scheduled Commercial Bank only.	PBG will be for a period of 2 years.	Request the company for submission of performance guarantee initially for the period of 2 years of the TCO.
9	N/A	N/A	N/A	N/A	
9	N/A	N/A	N/A	Welcom Kit will be under the scope of BFSL.Cards need to be sent to individual address.	Will ready cards be sent to branches of the Company OR will they be sent to the individual addresses of the card-holder?

10	N/A	N/A	N/A	Yes	Will the Company manage PINs corresponding to each card on it's own?
11	ANNEXUR E A1- Eligibility Criteria		Teaup with leading service provider for courier like blue dart, DHL, etc.	OK	The RFP states that the Company will arrange for pickup by courier / India Post. In such a case, the up with courier vendors may not be considered as a factor in eligibility criteria.
12	ANNEXUR E A1- Eligibility Criteria	12	Visa, MasterCard & NPCI network (all three) certification for EMV card manufacturing. PCI /DSS complianed environment	Bidders must comply to PCI CP standards however PCI DSS certification is desirable.	PCI / DSS compliance is not a requirement for the card manufacturing / personalization industry. This clause may please be removed.
13	Appendix 01 - Technical Bid	3	Bidder should have done business with one organisation on supply of credit cards	We will consider Credit Card business	The entire process of manufacturing and / or personalization of EMV cards is the same for Credit and / or Debit / Prepaid / Travel cards. This clause may please be revised to reflect all types of cards.
14	Appendix 01 - Technical Bid for	4	Arrange site visit @ your located manufacturing Unit	Please read the clause as " Site visit of Card Manufacturing unit and or personalization buerau	Besides, the RFP is for manufacturing & personalization. There are players who get manufactured cards from other vendors while they have their own personalization bureaus. This clause is a clear disadvantage for them as this favours only those with site visit seems to be too much.
15	Appendix 01 - Technical Bid for	6	Data confidentiality controls (ISO XXXX certification)	Please read the point as Certification of ISO/IEC 27000 series to be provided.	No ISO XXXX certification is applicable for this industry anywhere across the world and hence may please be removed.
16	9	2.3	The tenure of the contract initially would be for 2 years extendable to 1 more year basis satisfactory conduct/performance by supplier, which makes total 3 years from the date of the issuance of first purchase order' by the Company. Company can further extend this at its discretion at mutually agreed terms to max 2 years considering the commercial and other terms and conditions in the RFP are same	The Tenure of contract will be 2 years extendable to one year basis performance from supplier & bank can further extend this at its discretion at mutually agreed terms to max 2 years	Our understanding the tenure of the contact is 3 year & bank can further extend this at its discretion at mutually agreed terms to max 2 years. Kindly confirm
17				Cannot provide the data now	What would be the volume for further extendable to 1 more year? After completion of Contract period of 2 year.
18	11	3.1 b	Stuffing of the Welcome Letter along with other welcome kit stationary items (i.e. Card pouch, Most Important terms and conditions booklet and leaflets) in the card envelope.	Yes	our understanding is that required welcome kit stationary (i.e. welcome letter, card pouch, Envelope, Most Important terms and conditions booklet and leaflets) for fulfillment activities will be supplied by BOB with required percentage of wastage
19	11	3.1 b	These activities associated with Personalization and Administration of cards has to be done in-house by the Selected Vendor and cannot be sub contracted. Please note that the payment to the designated courier/ India Posts will be made by the Company and should not be factored in the pricing	Yes	Our understanding freight charges related to card dispatch will be take care by BOB only. Kindly confirm
20	28	6.2	The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract	No	Whether bank will going to split the quantity between multiple vendor? if yes, what would be the share of L1 & L2 vendor?

21	Appendix 02 - Bill of Material	Visa / RuPay/ MasterCard EMV credit cards	Cannot give the a exact breakup right now. But both Visa & Master card is around 50-50 breakup. This is tentative no#.	We quest the bank to kindly provide the quantity breakup of Visa, Rupay & Master EMV credit Card
22		General	All personalized Cards	Kindly provide approximate percentage of Personalized cards and Non Personalized cards
23		General	5000 nos minimum order quantity. But in case of urgency we would need support from finalized bidder.	Kindly provide the Minimum order qty per print run.
24	6	7	Last date & time for submission of Bids 11-Mar-2018 at 3:00 pm	Please read it as 11-Mar-2019 at 3:00pm
25			Annexure 1(Eligibility Criteria) Client Base: The bidder must have a direct experience of providing similar services to at least 3 other financial institutions. Sub-contracting services will not be considered. Kindly provide company name.	We require experience in credit card.
26	2	4	Annexure 1(Eligibility Criteria)Certificate & Licenses: Visa, MasterCard & NPCI network (all three) certification for EMV card manufacturing. PCI /DSS complianed environment	We require experience in credit card.
27	3	12	Bidder should have done business with one organisation on supply of credit cards. Business from the desired line of business :	We require refer above point. This is already answered
28	Appendix 01	3	The Recipient will not disclose or discuss the contents of the document with any officer, employee, consultant, director, agent, or other person associated or affiliated in anyway with Company or any of its customers or suppliers without the prior written consent of Company.	We require the business of credit cards to be Rs 1 crore with a single organisation during a span of one year.
29	5	1.5	Tender document fees INR 30,000, while it is mentioned as INR 2,500 in Important details table	The Recipient shall not disclose contents of the document to any party, other than to its officers, directors, employees, financial advisors, accountants, attorneys, vendors or affiliates as are strictly necessary to evaluate the document and bid on a "need to know" basis. [last line of the clause is modified]
30	5 & 6	1.1 & 1.7	2. Microprocessor based IC Card JAVA DDA 16 K EEPROM or flash or higher	EMD-50000 INR & Bid Security- 2500/- INR
31	11	3.1 (a)	5. Secure Hardware Crypto Coprocessor RSA /ECC, 3DES /3KTDES, AES Licenses	AES already mandated for rupay, hence the point cannot be deleted.
32	13	3.3	The Company will not be responsible or liable for any infringements or unauthorized use of the licensed products by the Bidder in performance of any activity/obligations undertaken by the Bidder in terms of this RFP. In the event of any claims against the Company for any license related issues, the selected Bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by the selected Bidder.	The Company will not be responsible or liable for any infringements or unauthorized use of the licensed products by the Bidder in performance of any activity/obligations undertaken by the Bidder in terms of this RFP. In the event of any claims against the Company for any license related issues, the selected Bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by the selected Bidder, provided that such infringements or unauthorised use is not attributable to the Company.

33			<p>1. The Selected Bidder has to carry out all the customization without any additional cost to the company.</p> <p>2. The Bidder needs to provide all statutory and regulatory reports as required by the regulatory institutions. The Company will not pay any additional customization costs either for gaps observed and/or gaps observed for statutory</p>	<p>We cannot agree on this point. It will be under the scope of Bidder.</p>	<p>We assume the additional cost is attributed to gaps in the existing deliverable and not for any new change recommended by regulators or statutory bodies. Bidder will not be able to presume future cost for any new changes.</p>
34	14	3	SLA Penalty Calculation: Card Wastages	Agreed	<p>Industry Standard practice is 1%. We request bank to allow upto 1% card production wastages</p>
36			<p>Terms of payment as indicated in the Purchase Contract that will be issued by the company on the selected Vendor will be final and binding on the vendor and no interest will be payable by the Company on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the vendor should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Company and that the Invoice would be governed by the terms contained in the Contract concluded between the Company and the vendor".</p>	<p>The Company will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Company shall make payment within 15 days from the date the dispute stands resolved.</p>	<p>Request bank to clarify on the Payment Terms.</p>
37	15	4.2 (VI)	The Company will consider the Total Cost of Ownership (TCO) over a [Five year period	Please refer above point. This is already answered	<p>We request bank to clarify on the calculation methodology for 5 years TCO</p>
38	15	4.2 (VII)	Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Company, may constitute a material breach of the selected Bidder's performance.		<p>the word "entirely" to be deleted .Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Company, may constitute a material breach of the selected Bidder's performance.</p>
39	17	4.5 (IV)	In the event that the Company is forced to cancel an awarded contract (related to this RFP) due to the Bidder's inability to meet the established delivery dates that Bidder will be responsible for any re-procurement costs suffered by the Company. The liability of re-procurement costs in such an event could be limited to the amount actually spent by Company for procuring similar deliverables and services. The re-procurement cost would be established post a reasonable due – diligence of the re-procurement cost to be incurred.	<p>It cannot be deleted.</p>	
40	17	4.5 (IV)		<p>This clause pertains to recovery of costs in case the successful bidder's inability to meet deliverables. This only kicks in after a bidder is settled but later he pulls back. In such a case BFSL may have to take out a new RFP. It is then the cost of floating a new RFP is to be footed by the earlier successful bidder. Him being a privy to the new RFP is not the issue here. Him causing the issuance of new RFP is the issue.</p>	<p>selected bidder will not be privy to the re-procurement process and further the criteria for re-procurement may not be same and therefore this clause needs to be deleted</p>
41	18	4.5 (VIII) internal 7th bullet	All RFP response documents would become the property of the Company and the Company also would not return the bid documents to the Bidders.	<p>Fine with the modification subject to minor changes.</p>	<p>Company shall be under an Confidentiality obligations to protect the information of the Bidder confidential. The Company shall be under a reasonable and limitedn obligation of confidentiality</p>
41	19	4.6 (1)	Company reserves the right to cancel this RFP any time or at any stage without any reason / notice to the vendor or change/add any terms and conditions of the RFP by issuing addenda/corrigenda and putting it on Company's website.	<p>A RFP is an invitation to offer. It is not an offer that it needs to be modified. Even after opening bids it is an invitation.</p>	<p>This should be before opening of the commercial bid. Please confirm.</p>

42			If there are conflicting points in the RFP, the Company reserves the right to take a position on the conflicting issue which will be binding on the selected Bidder any time during the period of contract. No appeal will be entertained.	The RFP works as an over reaching guide based on interpretation of BFSL. We may have discussion but final decision stays with BFSL	This will create ambiguity in such event parties to mutually post negotiation. Further Company shall not be entitled to take benefit of such situation to the disadvantage of the Bidder
43	19	4.6 (4)	Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities. The Company will have the right to increase or decrease any quantities in the bid and the unit/pro-rata rates would be applicable for such alterations in quantities till the period of the contract	Yes	Appendix 02 - Bill of Material has only per card & per perso rate only. So any adjustment will be on the quantities of the cards and not on the commercials. Please confirm.
44	19	4.6 (9)	However, the selected Bidder shall install and commission the solution, in terms of this RFP, at locations designated by Company or at such Centers as Company may deem fit and the changes, if any, in the locations will be intimated to the Bidder	Agreed	We request bank to reconsider and remove this clause as it is not feasible to set up Visa/MC/Rupay Bureau so easily in multiple locations
45	20	4.6 (14)	The written demand by Company as to the loss / damages mentioned above shall be final, conclusive and binding on the selected bidder and selected bidder shall be liable to pay on demand the actual amount of such loss / damages caused to Company including but not limited and all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs. In respect of demands levied by Company on the Bidder towards breaches, claims, etc	Burden to prove a demand is not practical. Covering only direct losses and damages is limiting especially since proving direct loss is difficult.	the written demand needs to be proven claim and not just only written demand and for direct loss / damages
46	20	4.6 (16)			We request bank to consider Board resolution copy for authorized signatory
47	23	5.9 (5) & also for Part I - (IV)	For all eligibility, technical and commercial bid openings, the Bidders are required to carry authorization letter from the authorized signatories as per format specified in Appendix 03 – Authorization letter format	Agreed	We request bank to clarify on the calculation methodology for 5 years TCO
48	28		Commercial Bid Evaluation - The key considerations of the TCO would be the total payouts for entire project through the contract period of 5 years.	Please refer above point. This is already answered	
49	29	8.2	Indemnity	"personnel" cannot be deleted. Even in absence of a contract a vicarious liability exists in law. This is just stating the law. We cover indirect losses cause proving direct loss is very difficult. Change is not recommended.	need to delete the words "personnel" " or indirectly" from the 1st para of the point
50	30	8.2	Indemnity	if there is a loss caused due to bidder, the additional cost is to borne by him as he put the company in the position to incur additional clause.	need to delete the following wordings " and bear the incremental costs of procuring a functionally equivalent software/ equipment from a third party" as selected vendor shall not be privy to such procurement.
	31	8.3	Company shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Service Provider as part of this Agreement.	As a financial institution, BFSL is not involved in any development of software. Any claim of infringement will be due to a third vendor only. No sense in limiting this clause.	needs to add at the end of the sentence - "provided Company had not caused / attributed to such claim / litigation"

51	31	8.3	Under no circumstances Company shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this project, even if Company has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business	for a mutual clause only a termination due to default can be covered.	this clause needs to be both ways - revised clause "Under no circumstances Either Party Company shall be liable to the other Party Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination due to default of this project, even if terminating Party Company has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business
52	31	8.3	needs to add the following provision	This can be discussed with the shortlisted bidder.	Request bank to consider the following clauses in the RFP / contract - "Notwithstanding anything said in this RFP / contract, under no circumstances the aggregate liability of the Service Provider exceed the 10% of the PO value under which the liability had arisen."
53	31	8.3	Company shall have the option to terminate any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 90 days prior notice in writing. It is clarified that the Vendor shall not terminate the subsequent Agreement for convenience.	No Changes in the delete	Please consider to give 180 days notice by Bank to the Service Provider for termination for convenience by bank
54	34	8.6 (1 & 2)	Compliance with Laws	Cannot be deleted	need to delete the following wordings "staff / personnel / representatives / agents"
55	35	8.9	Inspection of Records	Agreed	need to add at the end of the sentence "subject to compliance of confidentiality obligations and data privacy regulation"
56	38	8.21	Waiver: The Company clarifies that the Company shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidders from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.	Agreed	this clause needs to be both ways - revised clause "The Company clarifies that the Company Either Party shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party bidders from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the non breaching Party Company may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.
57	39	8.24	Liquidated Damages	Please refer above point. This is already answered	Please clarify on the cap of the Liquidated damages
58	39	8.24 (IV)	Notwithstanding anything contained above, no such penalty will be chargeable on the selected bidder for the inability occasioned, if such inability is due to reasons entirely attributable to Company.	Not recommended. Delays can be argued by them	need to delete the word " entirely", as there may be occasions that selected bidder is incapacitated for the reason attributable by the Company
59	40	8.26, 8.27 & 8.28		All these clauses are essential. We may add the point forwarded.	Request bank to consider the following point that "Parties complies with all data privacy regulation and shall adhere to the provisions of the regulations"
60	40	8.29 (1)		Agreed	in 2nd line the word "selected bidder" needs to be replaced with the word "recipient" and the word company needs to be replaced with the word "discloser"

61			During the term of this project and, if applicable, during the Reverse Transition Period, Company grants selected bidder a right to use at no cost or charge the Software licensed to the Company, solely for the purpose of providing the Services	software for which BFSL has license may be used by the successful bidder during the project period only for the set service.	Request more clarity on the "Right" and grants for 3rd party other than Bank and the Selected Service Provider.	
62	43	8.32 (I & III) & 8.33	ANNEXR E A1- EligibilityC riteria	12	Visa, MasterCard & NPCI network (all three) certification for EMV card manufacturing; PCI /DSS complianed environment	Personalization bureau complies with PCI CP regulations. Request bank to remove the line " PCI /DSS complianed environment" and consider the latest certificates from all the 3 schemes.
63			Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the COMPANY, including warranty period, whichever is later.	Please refer above point. This is already answered		
64	Annexure 8	5.2	Annexure 8		Validity refers to Bid as EMD will be refunded for unsuccessful bidders after we award the contract. it's a model code of conduct as per company policy.	Please cross check the validity period and confirm
65	Annexure 8	6.1(i) & (ii)			Company need to provide the reason for the same.	
66	Annexure 8	6.1 (vi)			Needs to be deleted the following "The BIDDER shall be liable to pay compensation for any loss or damage to the COMPANY resulting from such cancellation/rescission and the COMPANY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER"	
67	Annexure 8	6.1 (ix)			Cannot be deleted	Company need to provide the reason for the same.
	Annexure 8	11	In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful bidder by the COMPANY	By all the bidders	Please confirm whether this Integrity Pact needs to be signed by successful bidder or by all bidders - please confirm	