

RFP. No: NADL/Account Aggregation/2018/001, dated 28/06/2018					
Clarifications / responses to the queries raised by email and during pre-bid meeting by Bidders and other clarifications / Amendments					
Sr. No	Ref Page in RFP	Reference Clause in RFP	Query from Bidders	Response from NADL	Remarks
1	Page 14 – point No. 6 (Eligibility Criteria)	Bidder should have executed at least 3 IT projects in the BFSI space, with each project worth Rs. 1 Crore or above. Statutory auditors certificate by the bidder should be relied upon.	Clarification : whether each project value should be Rs.1 Crore or above OR can it be in "aggregation" i.e. many IT projects developed during a year with a billing of Rs.1 crore will satisfy this condition.	No Change in RFP	
2	Page 14 – point No. 7 (Eligibility Criteria)	The bidder must have the qualified manpower having relevant experience and in requisite number, on their rolls, as listed in Annexure – C.	Clarification : whether relevant experience in mobile application will be sufficient.	No.	
3	Page 21, Clause 12	Corrupt or Fraudulent Practices (2nd Para) NADL may declare a vendor in-eligible for placement of Order, either indefinitely or for a stated duration, if it at any time it determines that the vendor has engaged in corrupt and fraudulent practices during the placement / execution of Order.	WE DO NOT ACCEPT THIS REQUIREMENT.	No change in RFP.	
4	Page 22, Section III	4. Change Orders 4.1 The Vendor agrees that the requirements given in the RFP, are broad requirements and are in no way exhaustive and may be modified at the sole discretion of NADL, without any change in time or cost to NADL	Bidder propose the following : 4.1 The Vendor agrees that the requirements given in the RFP, are broad requirements and are in no way exhaustive and may be modified at the sole discretion of NADL, without any change in time or any additional cost to NADL shall be mutually decided.	No change in RFP	
5	Page 22, Section III	4.2 It shall be the responsibility of the Vendor to meet all the requirements of technical criteria contained in this RFP and any upward revisions and / or additions to specifications of the Bid required to be made shall not constitute a Change Order and shall be carried out without a Change Order and shall be carried out without any time and cost effect to NADL.	Bidder propose the following : 4.2 It shall be the responsibility of the Vendor to meet all the requirements of technical criteria contained in this RFP and any upward revisions and / or additions to specifications of the Bid required to be made shall not constitute a Change Order and shall be carried out without a Change Order and shall be carried out by mutually deciding any additional cost to NADL without any time and cost effect to NADL. And the Bidder shall be allowed additional period of time to perform its obligations.	No change in RFP	
6	Page 22, Section III	4.3 Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification etc., which the Vendor had not brought to NADL's notice at the time of the Bid, shall not constitute a Change Order and such upward revisions and/or addition shall be carried out by the Vendor without any time and cost effect to NADL.	Bidder propose the following : 4.3 Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification etc., which the Vendor had not brought to NADL's notice at the time of the Bid, shall not constitute a Change Order and such upward revisions and/or addition shall be carried out by the Vendor without any time and cost effect to NADL. However The Bidder shall be excused and not be liable or responsible for any delay or failure to perform the Services or failure of the Services or a Deliverable under the RFP and/or the Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by the Bank or its employees or agents or third party service providers to perform any of its duties and obligations as set out in the Agreement.	No change in RFP	
7	Page 25, Clause 7 Warranty	WARRANTY The supplier shall warrant that the software to be supplied shall be free from all defects and faults, shall be of the highest grade and consistent with the established and generally accepted standards of the type ordered and shall perform in full conformity with the requirements and drawings as per Section - IV. The supplier shall be responsible for any defect that may develop, arising from faulty algorithms/design, errors, bugs, inadequate quality to meet requirements and/or otherwise, and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the software functionality are faulty. The warranty period shall be as stipulated at para 2, Section - II. If it becomes necessary for the Supplier to modify any defective portion(s) of the software under this clause, the provisions of the Clause 7.3 shall apply to the portion(s) of the software modified. The warranty shall include 24 X 7 onsite support with 4 hrs response time and 24 hrs (max) resolution time.	Bidder propose the following changes in Warranty : All warranties with respect to third party software and/or hardware or equipment will be provided on a pass-through basis as provided by the respective software vendor and/or OEM, if and to the extent permitted under the terms of such software vendor and/or OEM. A warranty disclaimer shall be added. (a) Bidder shall have no liability in the case of breach of the above warranties due to (i) use of the Deliverables on any environment (hardware or software) other than the environment recommended or approved by Bidder, (ii) the combination, operation, or use of some or all of the Deliverables with information, software, specifications, instructions, data, or materials not approved by Bidder; (iii) the Deliverables having been tampered with, altered or modified by NADL without the written permission of Bidder or (iv) use of the Deliverables otherwise than in terms of the relevant documentation. In case of breach of this warranty, NADL's exclusive remedy will be to obtain at the option BIDDER (1) the re-performance of the service or the correction or replacement of the affected Deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the project fees allocable to that portion of the Deliverable will be due to NADL if already paid by SSCDL. (b) THE WARRANTIES PROVIDED HEREIN ABOVE BY BIDDER ARE IN LIEU OF ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THAT OF MERCHANTABILITY OR FITNESS FOR INTENDED PURPOSE IS SPECIFICALLY DISCLAIMED BY BIDDER. Notwithstanding anything contained in this Agreement, with respect to any third party software or component including equipments (irrespective of whether procured by Bidder or by NADL), the warranties, representations, indemnities and other license terms and conditions provided by the concerned third party will apply. NADL warrants that all software, information, data, materials, and other assistance ("CUSTOMER Materials") provided by it to the Bidder will not infringe the intellectual property rights of any third parties. Further, NADL has the rights and is otherwise authorized to deliver the CUSTOMER Material and to grant the rights and licenses to the Bidder as contemplated in the RFP/Agreement.	The following clauses are added to the Warranty clause No 7, on page 25. " (a) Bidder shall have no liability in the case of breach of the above warranties due to (i) use of the Deliverables on any environment (hardware or software) other than the environment stipulated in this RFP. (ii) the combination, operation, or use of some or all of the Deliverables with information, software, specifications, instructions, data, or materials other than those stipulated in this RFP. (b) If NADL finds it necessary to modify/ alter the deliverables, after taking over, NADL will issue a written notice to the Bidder, before making any modifications/ changes. (c) In case of breach of this warranty, NADL shall have the right to obtain from the BIDDER (1) the re-performance of the service or the correction or replacement of the affected Deliverable that provides similar functionality or (2) if both parties mutually determine that such remedies are not practicable, a refund of the project fees allocable to that portion of the Deliverable will be due to NADL if already paid by NADL. (d)NADL warrants that all software, information, data, materials, and other assistance ("CUSTOMER Materials") provided by it to the Bidder will not infringe the intellectual property rights of any third parties. Further, NADL has the rights and is otherwise authorized to deliver the CUSTOMER Material and to grant the rights and licenses to the Bidder as contemplated in the RFP/Agreement. "	Amendment to RFP

8	Page 26, clause 8. Inspection and acceptance criteria	<p>8.1 On completion of each module/ functionality of the development and deployment of software, NADL will run suitable test cases to ensure quality and functionality. The deployed technology platform will also be tested/ audited, under the supervision of NADL, as per the directives / guidelines laid down by RBI/UIDAI /CCA/CA, from time to time. If any part of the software is found not meeting the requirements, the same shall be modified free of all cost to the purchaser.</p>	<p>Bidder propose the following : 8.1 On completion of each module/ functionality of the development and deployment of software, NADL will run suitable test cases to ensure quality and functionality. The deployed technology platform will also be tested/ audited, under the supervision of NADL, as per the directives / guidelines laid down by RBI/UIDAI /CCA/CA, from time to time. If any part of the software is found substantially not meeting the requirements, the same shall be modified</p>	No change in RFP	
9	Page 26, clause 8. Inspection and acceptance criteria	<p>8.2. If any software or any part thereof, before it is taken over under Clause 8.3 fails to fulfil the requirements of the Order, the Purchaser/ Consignee shall give a notice to the Contractor, setting forth details of such defects or failure and the Contractor shall modify the software to comply with the requirements of the Order forthwith and in any case within a period not exceeding 15 days of the initial report. These replacements /modifications shall be made by the Contractor free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace or rectify/modify, at the cost of Contractor, the whole or any portion of the application software as the case may be, which is defective or fails to fulfil the requirements of the Order. The cost of any such replacement/rectification made by the purchaser shall be deducted from the amount payable to the Contractor.</p>	<p>Bidder propose the following change : 8.2. If any software or any part thereof, before it is taken over under Clause 8.3 substantially fails to fulfil the requirements of the Order, the Purchaser/ Consignee shall give a notice to the Contractor, setting forth details of such defects or failure and the Contractor shall modify the software to comply with the requirements of the Order forthwith and in any case within a period not exceeding 15 days of the initial report. These replacements /modifications shall be made by the Contractor free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace or rectify/modify, at the cost of Contractor, the whole or any portion of the application software as the case may be, which is defective or fails to fulfil the requirements of the Order. The cost of any such replacement/rectification made by the purchaser shall be deducted from the amount payable to the Contractor . The Bidder shall have no liability or obligation under this section for the delay in completing acceptance tests or failure of the acceptance tests if such delay or failure is determined to be due to reasons attributable to NADL. Any additional costs, charges or expenses incurred by the Bidder in correcting or reworking the relevant deliverables due to such delay or failure by or on behalf of the NADL shall be provided at additional costs.</p>	<p>Para 8.2 , page 26: The following text is added. "1. The Bidder shall have no liability or obligation under this section for the delay in completing acceptance tests or failure of the acceptance tests if such delay or failure is determined to be due to reasons attributable to NADL. 2. Any additional costs, charges or expenses incurred by the Bidder in correcting or reworking the relevant deliverables due to such delay or failure by or on behalf of the NADL shall be provided at additional costs. In this case the extent of delay or failure caused -if any, by or on behalf of the NADL shall be mutually agreed upon by both the parties. "</p>	Amendment to RFP
10	Page 26, clause 8. Inspection and acceptance criteria	<p>8.3. When the intended functionality of the software called for have been successfully carried out, the consignee or its authorised representative of NADL will issue a Taking over Certificate, normally within two weeks of successful completion of tests, including the security audit of the application.</p>	<p>Bidder propose the following change : 8.3. When the intended functionality of the software called for have been successfully carried out, the consignee or its authorised representative of NADL will issue a Taking over Certificate, normally within two weeks of successful completion of tests, including the security audit of the application. NADL shall not withhold or delay the issuance of Taking Over Certificate of any of the deliverables, if the deliverables substantially meet the agreed specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by NADL if NADL (a) fails to provide the list of Non-Conformities within the Acceptance Period, (b) fails to notify the acceptance of the deliverables at the end of the Acceptance Period, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT).</p>	No change in RFP	

11	Page 27, Clause 10. Payments	<p>PAYMENTS</p>	<p>Bidder suggests the following terms to be added;</p> <p>All invoices and bills for the Application Software will be raised by Bidder as per the Payment Terms and will become due for payment within thirty (30) days of presentation. All payments are to be made by demand draft/cheque favouring <<Bidder Name>>. All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by the Authority and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.</p> <p>All prices are exclusive of all taxes which shall be additionally paid to the Bidder. The consolidated fees and charges required to be paid by NADL against each of the specified components under this RFP and Subsequent Agreement shall be all-exclusive of all applicable taxes. The Bidder shall provide the details of the taxes applicable in the invoices that shall be raised on NADL. Accordingly, NADL shall pay the such taxes additionally. In case of any variation (upward or down ward) in Government levies / GST / cess / excise / custom duty etc. up-to the date of providing services , the benefit or burden of the same shall be borne by NADL.</p> <p>Each party is responsible for its own income taxes, corporate taxes and franchise taxes.</p>	No change in RFP	
12	Page 28, Clause 11. Penalties	<p>Penalties</p> <p>a. In case of delay in successful development and / or deployment of required software, NADL reserves the right to levy a penalty @ 0.5 % of the order value per week for first 4 weeks of delay. Thereafter NADL reserves the right to levy a penalty @ 1.0 % of the order value, per week for further delay. The penalty shall be maximum of 10 % of the Order value.</p> <p>b. NADL reserves the right to cancel the order in case the delay in satisfactory development and /or deployment of application software or any part thereof is more than 10 weeks.</p> <p>c. The delay in development / deployment arising out of conditions of Force Majeure and for the delay attributed to the NADL will not be considered for the purpose of calculating penalties.</p> <p>d. If regulatory authorities, such as, RBI, UIDAI and CCA impose any penalty (monetary or otherwise) for non-compliance of their requirements or for breach of any rule, the same will be imposed on Vendor on back-to-back basis. This will be over and above the penalties stipulated at para 11 a above.</p> <p>e. The penalties, if any will be recovered from the Security Deposit or Performance Bank Guarantee submitted by the bidder.</p>	<p>Bidder suggests the clause be modified as under;</p> <p>a. In case of substantial delay in successful development and / or deployment of required software, NADL reserves the right to levy a penalty @ 0.5 % of the value of such delayed goods and services. the order value per week for first 4 weeks of delay. Thereafter NADL reserves the right to levy a penalty @ 1.0 % of the order value, per week for further delay. The penalty shall be maximum of 105 % of the value of delayed goods and services.Order value.</p> <p>b. NADL reserves the right to terminate cancel the order in case the delay in satisfactory development and /or deployment of application software or any part thereof, as per agreed terms is more than 10 weeks.</p> <p>c. The delay in development / deployment arising out of conditions of Force Majeure and for the delay attributed to the NADL will not be considered for the purpose of calculating penalties.</p> <p>d. If regulatory authorities, such as, RBI, UIDAI and CCA impose any penalty (monetary or otherwise) for non-compliance of their requirements or for breach of any rule, the same will be imposed on Vendor on back-to-back basis. This will be over and above the penalties stipulated at para 11 a above.</p> <p>e. The penalties, if any will be recovered from the Security Deposit or Performance Bank Guarantee submitted by the bidder.</p>	<p>Page 28, Clause 11(d)is amended as given below:</p> <p>"</p> <p>d. Any loss incurred by NADL due to penalties or other charges imposed by regulatory authorities, such as, RBI, UIDAI and CCA for non-compliance by the application system of their requirements or for breach of any rule, the same will be charged in toto to Vendor. This will be over and above the penalties stipulated at para 11 (a) above. All other sub-paras of para 11 remain un-changed.</p> <p>e. The penalties, if any will be recovered from the Security Deposit or Performance Bank Guarantee submitted by the bidder.</p> <p>"</p>	Amendment to RFP
13	Page 28, Clause 13. Force Majeure	<p>Force Majeure</p> <p>NADL may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations as stipulated in the Order, is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, fire, storms etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises or any other act beyond control of the bidder.</p>	<p>Bidder suggests the clause be modified as under;</p> <p>NADL shall not levy penalty and consider relaxing the delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations as stipulated in the Order, is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, fire, storms etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises or any other act beyond control of the bidder.</p>	<p>Page 28, Clause 13: Force Majeure is amended as given below.</p> <p>"</p> <p>NADL shall not levy penalty and consider relaxing the delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations as stipulated in the Order, is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, fire, storms etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises or any other act beyond control of the bidder.</p> <p>"</p>	Amendment to RFP

14	Page 29, Clause 15. Limitation of Liability	<p>Limitation of Liability</p> <p>The liability of the vendor / Contractor arising out of breach of any terms/conditions of the RFP / contract/work order and addendums/amendments thereto, misconduct, wilful default will be limited to the total order / contract value. However, liability of the vendor / contractor in case of death/injury/damage caused to the personnel/property of NADL, due to/arising out of/incidental to any act/omission/default/deficiency of bidder/contractor, will be at actuals. Also, liability of bidder pertaining to claims/ demands by Government agencies, regulatory authorities or third party for losses, penalties, if any, arising in connection with this Contract shall be at actuals.</p>	<p>Bidder suggests the clause be replaced as under;</p> <p>a. Notwithstanding any other term contained in this Agreement, (i) the total cumulative liability of each party under the terms of this Agreement shall not exceed the total fees actually received by BIDDER from NADL for the Service that gives rise to such liability during the twelve month period immediately preceding such claim; and (ii) in no event shall each party be liable to the other party for any indirect, incidental, consequential, special, exemplary or punitive damages, nor for any damages as to lost profit, data, goodwill or business, nor for any reliance or cover damages arising out of this Agreement whether in contract, tort or other theories of law, even if that party was advised about the possibility of the same.</p>	<p>No change in RFP</p>	
15	Page 29, Clause 16. Termination	<p>Termination</p> <p>Validity of order will remain till fulfillment of all obligations pertaining to development and successful deployment of software including (but not limited to) providing comprehensive warranty, support and maintenance for the period stipulated in the Order. The successful bidder must acknowledge and agree that the activities of providing satisfactory services for the development and deployment of Account Aggregation software are of paramount importance and matter of immense reputation/pride to nation and NADL. Hence timely performance of all obligations is essence of the Order. Therefore, in case of the delay in providing the stipulated services, and /or defect/under or non- performance pertaining to the services / products supplied by the bidder, NADL will give written notice to the bidder requesting to set the things right within 60 days of notice. If bidder fails to comply with the requirements, NADL shall have the right to cancel the order/s. The successful bidder agrees and accepts that he shall be liable to pay damages claimed by NADL, in the event of cancellation of order, as detailed in the Service Agreement to be signed. The successful bidder may terminate the Service Agreement / Order by at least 30 days' written notice, only in the event of non-payment of undisputed invoices for 90 days from the due date. Except this situation, the successful bidder shall have no right of termination. NADL reserves the right to terminate the contract / cancel order with or without cause/ reason, by giving 60 days' notice to the successful bidder.</p>	<p>Bidder suggest the clause be modified as under;</p> <p>Validity of order will remain till fulfillment of all obligations pertaining to development and successful deployment of software including (but not limited to) providing comprehensive warranty, support and maintenance for the period stipulated in the Order. The successful bidder must acknowledge and agree that the activities of providing Services as per agreed terms for the development and deployment of Account Aggregation software are of paramount importance and matter of immense reputation/pride to nation and NADL. Hence timely performance of all obligations is essence of the Order. Therefore, in case of substantial delay in providing the stipulated services, and /or defect/under or non- performance pertaining to the services / products supplied by the bidder, NADL will give written notice to the bidder requesting to set the things right within 60 days of notice. If bidder substantially fails to comply with the requirements, NADL shall have the right to terminate the order/s. Provided such delay is solely and entirely attributable to the Bidder. The successful bidder may terminate the Service Agreement / Order by at least 30 days' written notice, in the event of non-payment of invoices for 90 days from the due date. Either party may terminate the Agreement have the right to terminate the contract / by assigning reasons thereof by giving 60 days' notice to the other Party.</p>	<p>Page 29, clause 16 : Termination is amended as under;</p> <p>Validity of order will remain till fulfillment of all obligations pertaining to development and successful deployment of software including (but not limited to) providing comprehensive warranty, support and maintenance for the period stipulated in the Order. The successful bidder must acknowledge and agree that the activities of providing Services as per agreed terms for the development and deployment of Account Aggregation software are of paramount importance and matter of immense reputation/pride to nation and NADL. Hence timely performance of all obligations is essence of the Order. Therefore, in case of substantial delay in providing the stipulated services, and /or defect/under or non- performance pertaining to the services / products supplied by the bidder, NADL will give written notice to the bidder requesting to set the things right within 60 days of notice. If bidder substantially fails to comply with the requirements, NADL shall have the right to terminate the order/s, provided such delay is solely and entirely attributable to the Bidder. The successful bidder may terminate the Service Agreement /Order by at least 30 days' written notice, in the event of non-payment of undisputed invoices for 90 days from the due date. NADL reserves the right to terminate the contract / cancel order with or without cause / reason by giving 60 days notice to the successful bidder. Notwithstanding the contents of this clause, the provisions of clause 2, Section - II (Project Timelines), Clause 8, Section - III (Inspection and Acceptance Criteria) and Clause 11, Section - III (Penalties) shall be applicable.</p>	<p>Amendment to RFP</p>
16	Page 30, Clause 17. Indemnity	<p>Indemnity</p> <p>Selected bidder shall save, indemnify and hold harmless NADL from any third party Govt. Claims, losses, penalties, if any, arising in connection with this Contract.</p>	<p>Bidder suggests the clause be modified as under;</p> <p>Selected bidder shall save, indemnify and hold harmless NADL from any third party Govt. Claims, Direct losses, penalties, if any, arising in connection with this Contract.</p> <p>NADL shall during the period of coverage of this assignment, indemnify and hold the Bidder harmless from any direct loss, injury, claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of equipment or location of NADL by the Bidder or its personnel.</p>	<p>No change in RFP</p>	
17	Page 30, Clause 18. Assignment	<p>Assignment</p> <p>Selected bidder/ Party shall not assign, delegate or otherwise deal with any of its rights or obligation under this Contract without prior written permission of NADL.</p>	<p>Bidder suggest the clause be modified as under;</p> <p>Selected bidder/ Party shall not assign, delegate or otherwise deal with any of its rights or obligation under this Contract without prior written permission of NADL, where the permission shall not be unreasonably withheld by NADL.</p>	<p>Page 30, Clause 18 : Assignment is amended as given below:</p> <p>" Selected bidder/ Party shall not assign, delegate or otherwise deal with any of its rights or obligation under this Contract without prior written permission of NADL, where the permission shall not be unreasonably withheld by NADL. "</p>	<p>Amendment to RFP</p>
18	Page 101, Annexure E	<p>Irrevocable Performance Bank Guarantee.</p>	<p>Bidder Suggests following clause be added.</p> <p>This Bank Guarantee issued by _____ Bank, on behalf of Bidder in favor of NADL is in respect of a new Contract dated _____.</p> <p>As communicated by Bidder on the date of execution of this Bank Guarantee an amount of Rupees _____ (Rupees _____ only) is outstanding and payable to Bidder by NADL, in respect of pervious contracts between Bidder and NADL.</p> <p>As communicated by Bidder on the date of execution of this Bank Guarantee , there are no outstanding disputes related to any pervious contracts and NADL.</p>	<p>Not acceptable.No change in RFP.</p>	

19			<p>ADDITIONAL CLAUSES TO BE ADDED :</p> <p>Intellectual Property Rights.</p> <p>If Bidder and NADL mutually agree that the Bidder provides to NADL any proprietary software or tools of Bidder, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause (related to the ownership of IP), shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Bidder. Further, NADL acknowledges that in performing Services and/or Deliverables pursuant to the RFP/ Agreement, Bidder may use Bidder's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Bidder prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services and/or Deliverables hereunder ("Bidder Pre-Existing IP"). Notwithstanding anything to the contrary contained in this RFP and Contract, Bidder shall continue to retain all the ownership, the rights title and interests to all Bidder Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Bidder from using Bidder Pre-Existing IP in any manner. To the extent that any Bidder Pre-Existing IP or a portion thereof is incorporated or contained in a Deliverable hereunder, Bidder hereby grants to NADL a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Bidder Pre-Existing IP in connection with the Deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorize NADL to (a) separate Bidder Pre-Existing IP from the Deliverables in which they are incorporated for creating a stand alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder Pre-Existing IP.</p> <p>Similarly, all the intellectual property rights in the third party product/software and hardware used in providing Services including those forming part of or incorporated into the Deliverables shall remain with the respective third party owners/Bidder's licensor and NADL shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such products/software and/or hardware.</p> <p>Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this RFP and/or Contract</p>	No Change in RFP.	
20			<p>ADDITIONAL CLAUSES TO BE ADDED :</p> <p>Non-Solicitation</p> <p>The BUYER will neither offer to employ nor employ, directly or otherwise, any Bidder employee, associated for the purpose of, or with the assignment, during the period between the date of this proposal and two years from the completion of the assignment arising herefrom.</p>	Not acceptable.	
21			<p>ADDITIONAL CLAUSES TO BE ADDED :</p> <p>Entire Agreement</p> <p>Subject to any terms implied by law, this Agreement along with its annexures and schedules constitutes the entire agreement between Bank and the Bidder and supersedes any previous agreements or understandings between the parties in relation to the subject matter of this Agreement. Each party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation or warranty other than those expressly set out in this Agreement. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.</p>	Not acceptable.	
22	Section :4, Eligibility Criteria, Page No: 14, Point 5	Bidder should have executed at least 3 IT projects in the BFSI space, with each project worth Rs. 1 Crore or above. Statutory auditors certificate by the bidder should be relied upon.	Query: We presume that project worth 1Cr is for the Project but can be under multiple POs. Hope our understanding is proper.	Each project in the BFSI space (single PO or multiple POs) must be of value Rs. 1 Cr or above.	
23	Section – V: Price Bid Format, Page No 94		Query: Project execution and maintenance services can be provided from offshore and onsite on a need basis. Hope This arrangement is acceptable.	We suggest that the project execution can happen from offshore.	
24	Eligibility Criteria	Turnover Requirement for 2 years of 20 crores each.	As the bidder does not meet the turn-over criterium, they have requested that they may be allowed to Bid in consortium with a player who has turnover or relax the turnover criteria.	The aggregated sales turnover of bidder in the last two financial years should be at least Rs.20 Crores.	Amendment to RFP
25	Page 25, Security Deposit (SD):	Within 15 days of award of placement of Order, the successful bidder must submit the Security Deposit @ 5 % of Order value, in the form of Demand Draft favouring NADL or in the form of Bank Guarantee.	As we are already submitting EMD and PBG, request NADL to remove SD	No change in RFP	
26	Page 29, Limitation of Liability	Liability of bidder pertaining to claims/ demands by Government agencies, regulatory authorities or third party for losses, penalties, if any, arising in connection with this Contract shall be at actuals	As bidder's scope is to offer solution to RFP requirements, bidder would be liable for SLAs. However compliance to third party requirements does not come under bidders purview and hence request to remove this clause of actual penalties	<p>" The liability of the vendor / Contractor arising out of breach of any terms/conditions of the RFP / contract/work order and addendums/amendments thereto, misconduct, wilful default will be limited to the total order / contract value. However, liability of the vendor / contractor in case of death/injury/damage caused to the personnel/property of NADL, due to/arising out of/incidental to any act/omission/default/deficiency of bidder/contractor, will be at actuals.</p> <p>Also, liability of bidder pertaining to claims/ demands by Government agencies, regulatory authorities or third party for losses, penalties, if any, arising in connection with this Contract shall be at actuals, provided the reasons for said claims/ demands are attributed to the vendor.</p> <p>"</p>	Amendment to RFP

27	Page 15, Earnest Money Deposit (EMD)	The Earnest Money Deposit (EMD) must be submitted prior to the DUE DATE & TIME of submission of the online technical bid	Suggest EMD to be submitted along with the bid and not prior to submission of bid	Accepted. The EMD para on page 15 is amended as follows: The Earnest Money Deposit (EMD) must be submitted along with the technical bid , on or before the DUE DATE & TIME of submission of the bids.	Amendment to RFP
28	Page 28, Penalties:		To cap over all penalty to maximum 5% of contract value	No change in RFP	
29	Page 28, Penalties:	If regulatory authorities, such as, RBI, UIDAI and CCA impose any penalty (monetary or otherwise) for non-compliance of their requirements or for breach of any rule, the same will be imposed on Vendor on back-to-back basis	As bidder's scope is to offer solution to RFP requirements, bidder would be liable for SLAs. However compliance to third party requirements does not come under bidders purview and hence request to remove this clause of back to back penalties.	The para on penalties on page 28 is amended as follows. Any loss incurred by NADL due to penalties or other charges imposed by regulatory authorities, such as, RBI, UIDAI and CCA for non-compliance by the application system of their requirements or for breach of any rule, the same will be charged in toto to Vendor.	Amendment to RFP
30			Does the scope include development of APIs for the FIPs? Is there any involvement of NADL in development of APIs at the FIP end.	No	
31			What is the readiness of the FIPs to integrate with the AA.	NADL is creating awareness among some of the FIPs on the requirements for integration with the AA	
32			Our delivery timelines depends on readiness of FUI and FIPs.How do we align our development plan?	NADL is in discussion with some of the FIPs and FIUs on the delivery timelines so as to align the development plans. These are external factors.	
33			What are the broad SLAs in terms of response, throughput, availability, security that would be agreed with the FIPs.	Broadly, We expect FIPs also to be in sync with AA SLAs.	
34			Is there a common metamodel and protocol that has been agreed between the AA and FIPs.	Yes, the protocol between AA and FIP is described in ReBIT Technical Standards. Let us point to the technical standards	
35			Does the consent given by the user to AA override the consent given by FIP.	In the context of AA, FIP does not give any consent	
36			Would there be any scenarios when the consent would need to be overridden.	Normally No	
37			Is there an exhaustive list of products which can be used for building the solution. This is to ensure the solution does not deviate from the defined stack.	The stack is just a guideline.	
38			Can the bidder include their framework to accelerate the development of the project.	No	
39			Does the user refer to individuals or does it includes companies?	Both	
40			Can one user request access to information for another user or is it only FIU? Can the FIU be an individual or only company?	One user cannot request the information about another user. FIU will be a regulated market participant.	
41	Page 31, 1. Account Aggregator		FIP includes Depository and DP. All information contained in the DP will be available with the Dep. Is there a need to connect with DP?	Since the information is available with Depository, there is no need to connect with DP.	
42	Page 31, 2.1 Functional Requirements		What are the formats in which the information needs to be presented	Downloadable format - HTML, CSV, XL, PDF, Json	
43	Page 31, 1. Account Aggregator		What about Futures and Options/ Commodities/Company Bonds & FDs? Would they need to be presented? What about Credit Cards?	Not in the current project scope.	
44	Page 31,		Would FIUs be Indian entities or they could be Foreign entities too?	As per the RBI master direction.	
45	Page 34, 2.2 Types of Financial Information		Incase of Joint holders would the consent be required from all holders before information is shared.	Out of scope for now	
46	Page 35, 2.2.5 Stocks		If stocks are pledged would they need to be displayed. What about derivative instruments?	Asset list mentioned in RBI master direction only to be aggregated.	
47	Page 35, 2.2.6 Bonds		Information relating to Bonds and FDs may be stored with companies which are not Financial Inst. Is an interface envisaged with these entities too?	Not targeted in the initial phase.	
48	Page 36, 3.1 Scalability		What would be the active number of users and FIUs? This would include Web, Mobile, API call.	Refer to the scalability section [para 3.1 of section 3, page 36] of the RFP. Active user can be taken as 50-70% of the total users. Note that these numbers are only indicative.	
49	Page 36, 3.4 Latency & Throughput		The API calls are expected to be synchronous or asynch? If they are asynch does the time 80 msec refer to the ack of receipt by the API.	Depending on the apis, it may be sync and asynch. The response to any api should be < 80 msec. Therefore the acknowledgement response of the asynch call should also be < 80 msec	
50	Page 37, 3.5.1 Information Security		"Financial Information of a user needs to be completely secured within AA. None of the services and components in AA should be able to decrypt and read the financial data, while it is in transit from FIP to FIU or User through AA." This could be applicable in the case of API calls but incase of the Web/Portal the decryption would need to be done at the AA end. In the case of a mobile app the decryption can be done on the mobile phone.	As per Rebit technical standard, the data is encrypted in AA. In that case, the data can only be received through Mobile App. If this condition is modified (decryption is allowed in the AA platform) in the standard later, then the data should be retrieved through web portal also.	
51	Page 37, 3.5.4 Identity Verification and Authentication		On what basis are the accounts retrieved from the FIPs for the users to link. Would there be a fuzzy search mechanism involved?	This is implemented by FIP	
52	Page 37, 3.5.4 Identity Verification and Authentication		Would OTP be the only mechanism for 2 Factor authentication.	In version 1	
53	Page 43, 5.2 KYC		Can cKYC e considered as one of the options.	Bidder maybe guided according to the master direction on KYC, Refer RBI circular RBI/DBR/2016-16/18 dated Feb 25, 2016, updated as on 20th April 2018.	
54	Page 43, 5.4.1. Discovery Flow		Does the discovery happen on fuzzy or non-fuzzy search.	This is implemented by FIP	
55	Page 43, 5.4.2. Linkage		This portion would be built by the FIP?	Authentication portion for linkage of account is built by FIP, rest is built by AA.	
56	Page 43, 5.4.2. Linkage		Would the consent be at a field level or at an account level or both?	Consent can be at field level or account level or both.	

57	Page 45, 5.7 Financial Report Generation		What would be the flow in case of web based report?	Consent Management flow is available through web based portal. Data Retrieval flow will also be available only if decryption is allowed with in AA servers. As of now, Rebit draft technical standards does not allow decryption of data.	
58	Page 46, 5.12 Billing & Payment		What are the billing & payment business calculation rules?	This will be taken up in due course.	
59	Page 46, 5.14 Right to be Forgotten		Incase there is an investigation at a later date one may not be able to trace the user if all info regarding the user is deleted.	The logs of user details and metadata about transaction can be kept. However the data can be removed. Also the data is encrypted.	
60	Page 47, 6.4.2 FIU initiated through FIU Application		The request can only be for users who are registered in the AA and have a valid VUA. If the user is not registered in AA how would the AA communicate with the user?	The user needs to be registered	
61	Page 47, 6.4.2 FIU initiated through FIU Application		"It can ask for specific Asset Types, Account Types, Transaction Types information." Where and How would these be mapped to the relevant codes at the FIU end.	This should be defined in the Rebit Technical spec https://api.rebit.org.in/assets/NBFC-AA-Guide.pdf	
62	Page 47, 6.4.2 FIU initiated through FIU Application		Can the FIU make requests for multiple users in one request?	No	
63	Page 48, 6.5.2 Periodic		what if FIU does not take the data within 72 hrs? should we send reminders or use push mechanism.	Notification can be resent. Otherwise FIU needs to make new request.	
64	Page 49, 7.1 Account Discovery & Linkage		Does FIP validate it on the AA platform or in their systems with a message being sent to AA	FIP validate it in their system and sends a response to AA	
65	Page 51, 11.2 Open source frameworks		Is there a list of frameworks which are approved by NADL.	Some of the frameworks have been suggested. There is no master list. Vendor to discuss with NADL if anything outside the suggested frameworks are used.	
66	Page 54, 12.1.3 Technical Architecture		What is the interface or interoperability with another AA	Technical specs for interoperability yet to be decided.	
67	Page 55, 11.6.1 Data Security		"User's financial information can never be decrypted in AA. Strong cryptographic techniques should be used for this, so that it is never possible for AA systems to decrypt and read the data." Is this applicable even for Web based applications?	Yes, this is true for web based application, as per the current standard published in the ReBit draft specification. If there is any future change with this, then AA should be able to decrypt and read the data.	
68	Page 61, 13. Central Registry		Pls could you share more details on Central Registry	Refer to detail in http://swagger-ui.rebit.org.in/?url=https://api.rebit.org.in/assets/specifications/NBFC-AA-CR.yaml	
69	Page 54, 12.1.3 Technical Architecture	Database	What is the expected database volume	For consent storage we should consider a capacity for 300 million users - about 1TB	
70	Page 60, 12.2.16 Reporting & Analytics	Analytical Reports	Expected number of concurrent user on the analytical reporting Portal	< 10	
71	Page 60, 12.2.16 Reporting & Analytics	ETL	For consolidation and aggregation, Can a separate staging database layer be created .	As per the current standard published in the ReBit draft specification, AA cannot decrypt the data. Hence consolidation and aggregation cannot happen within the AA server. If however, there is any change to this in the draft standard, staging database may be used for consolidation and aggregation.	
72	Page 60, 12.2.16 Reporting & Analytics	Analytical Reports	Will the Analytical reporting platform be used by external users .Are the reports required outside NADL network	All internal users of NADL	
73	Page 60, 12.2.16 Reporting & Analytics	Analytical Reports	Are Analytical reports required on mobile channel	Not in version 1	
74	Page 54, 12.1.3 Technical Architecture /Technical Stack	Monitoring	For monitoring , Grafana enterprise(paid) version would be used ?	We will explore the free version.	
75	Page 54, 12.1.3 Technical Architecture/ Technical Stack	Search	Please provide search details ? Do we need to implement enterprise search with full text query, fuzzy search etc... Suggested search for fuzzy logic should be on PAN.	Search can facilitate users to list consents based on Account Type, FIPs, FIUs etc. Hence it is a simple text query	
76	Page 54, 12.1.3 Technical Architecture	Future Scope	For Future requirements can we suggest some open source products ?	You can suggest.	
77	Page 54, 12.1.3 Technical Architecture	Applications / Integration	Can you please provide concurrent Users and Total Number users which includes Internal and External as well.	The details are mentioned in para 3.1, section 3, page 36. These are only indicative numbers	

78	Page 54, 12.1.3 Technical Architecture	Applications / Integration	What kind of security features are expected as part of API-M tool. What are the essential security features that are required as part of the API-M?	Some of the security feature of API-M tool 1) Rate limiting & Quota Policy 2) Prevention of DOS attacks 3) Prevention of API abuse via API key theft 4) Identity tracking 5) Access Control Management 6) SSL/TLS	
79	Page 54, 12.1.3 Technical Architecture	Applications / Integration	Do the microservices need the fall back mechanism for Critical services. Along with monitoring of the same.	Yes, microservices should be stateless and deployed redundantly so that required system availability can be maintained. All microservices need to be monitored.	
80	Page 54, 12.1.3 Technical Architecture	Applications / Integration	Central Log Management: Does the solution need to support central logging ?	Yes, logs should be centrally collected and search facility should be provided. Logs should be archived.	
81	Page 54, 12.1.3 Technical Architecture	Applications / Integration	Any data available for % growth of users Y-o-Y ?	20% indicative	
82	Page 54, 12.1.3 Technical Architecture	Applications / Integration	Total volume of transactions/day or messages/day	The details are mentioned in para 3.1, section 3, page 36. These are only indicative numbers	
83	Page 54, 12.1.3 Technical Architecture	Applications / Integration	For next how many years the sizing should be considered ? Ex: 2 Years, 5 Years, etc.,	Year on Year for 5 years.	
84	Page 54, 12.1.3 Technical Architecture	Applications / Integration	Kindly provide details for % of persistent required for messages/ application.	The financial data is transient in nature and has to be persisted max of 72 hours. For 1000 requests/sec we will need about 500GB-1TB of distributed storage.	
85	Page 54, 12.1.3 Technical Architecture	Applications / Integration	FIP-1, FIP-2, FIP-N... Who will manage? Is this Out of Scope ? Kindly confirm this understanding. Do we need to do code changes of part of Scope for FIP related task/work ?	They will be managed by FIPs. It is out of scope.	
86	Page 61-66, 15 Financial Information Types	Applications / Integration	Do we need to provide REST endpoint for each API ? Some of Services are SOAP based so what do we need to wrap those services as RESTful ? Like Mutual Fund, Insurance, etc.,	For AA apis, everything is REST Apis. If some of the FIPs have soap based Apis, then we need to provide the transformations.	
87	Page 40, Consent Driven Framework for AA	User wants to obtain financial information for one or more of his/her FIP accounts.	Why consent needed for user herself to look at her information?	FIP doesnt know who is asking for the data. Hence FIP will provide data based on the consent only.	
88	Page 33, Pt 16	AA should ensure appropriate mechanism for its user to link the financial accounts in FIPs, with AA, so that the financial information for only those assets can be obtained	Is it just a user migration or some information data is also needs to be migrated. If yes, what is needed to migrate and maintain in Consent Management module.	There is no migration of data or user needed.	
89	Section 12.1.2 Functional Architecture, Page No 54.	Functional and Technical Architecture	Query: Hope we need not consider the blocks marked as "Future" for commercial scoping	Data Lake/ Fraud Analytics/AI & Machine Learning are in future. Everything else will be in first version.	Amendment to RFP
90	NA	NA	Project mgmt / governance of the integration with FIPs	NADL will facilitate.	
91	NA	NA	Whose scope is the infrastructure for hosting the platform	NADL will provide the infrastructure for hosting the platform	
92	Section 5, "Price bid format, part A, SI # 3 94 Commercial software required, if any - for the development and deployment of software for Account Aggregation		Duration of license to be confirmed by NADL	The Licenses should be in the name of NADL and should valid for a period of five years.	Amendment to RFP

<p style="text-align: center;">93</p> <p>Page 27, Section 10. Payments</p>	<p>Additional query in Payments related to Milestones given</p>	<p>Internal review</p>	<p>Page 27, Section 10 amended as follows:</p> <p>10. Payments: There are 4 Service access models: Viz., 1. MobileAPP, 2. AA Web Portal, 3. Delivery via the Banking system thru their net-banking and 4. Physical or Front end to customers in various customer touch points such as bank branches, Post Offices Banks, Insurance Companies .</p> <p>6. Payment for Development and Deployment of software (Sr. No. 1, Part A of Price Bid, Section -VI)</p> <p>Completion of first milestone – 30% of order / contract amount on acceptance as detailed in para 8 "Inspection and Acceptance Criteria" of Section III: First Milestone requires delivery and acceptance of the following functionalities:</p> <ul style="list-style-type: none"> • User flow through web portal and Mobile App <ul style="list-style-type: none"> o Registration o Login o Consent Request o Data Request o Report Generation and Delivery o Notification o Authentication & Authorization • Single FIP integration, EZE • First milestone to be completed within 2 months from the award of contract. <p>Completion of second milestone – 30% of order /contract amount on acceptance as detailed in para 6 "Inspection and Acceptance Criteria" of Section III. Second Milestone requires delivery and acceptance of the following functionalities:</p> <ul style="list-style-type: none"> • FIU Flow <ul style="list-style-type: none"> o Registration o Login o Consent Request o Data Request o Web Portal & API support o Authentication & Authorization • 10 FIP integrations EZE • 5 FIU integrations EZE • Second milestone to be completed within 4 months from the award of contract. <p>Completion of balance functionalities - 40% of order / contract amount on acceptance, as detailed in para 8 "Inspection and Acceptance Criteria" of Section III and against submission of performance bank guarantee of equivalent amount, as per para 9 Section – III of this document. All functionalities to be completed within 6 months from the award of contract.</p> <p>8. Payment for Warranty, support and maintenance services (Sr. No. 2 Part A of Price Bid, Section - VI)</p> <p>25 % of the yearly amount towards warranty and support services, as quoted at Sr. no.2 Part A of Price Bid, shall be released at the end of every quarter after issuing of Taking Over Certificate for developed software. This payment shall be subject to the fulfillment of warranty and support service requirements by the bidder, as stipulated in the Order. Applicable TDS will be deducted from all payments.</p>	<p>Amendment to RFP</p>
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