

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

Sr. No.	RFE Page Number	RFE Clause Name and No.	RFE Clause	Bidder's Query/ Suggestion / Remarks	Bank's Reply
1.	Page 4 of 78	3. Note	Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <a href="https://etender.pnbnet.in">https://etender.pnbnet.in</a> by using their digital certificates of class II and above (both encryption and signing). Bidders are advised to keep digital certificates (or tokens) ready at time of submission of bid. Use of Digital Certificate is mandatory for participation in e-tendering process. Bidders should ensure that Digital token has not expired or corrupted at the time of e-tendering process.	The digital certificates of class II has already been discontinued since 01.01. 2021.As such digital certificate of Class III should be applicable.	It is already mentioned as Class II and above.
2.	Page 8 of 78	Eligibility Criteria (e.)	The bidder must have been in operation for a period of at least 3 Years and providing similar services as on date of RFE with a proven track record of at least one successful collaboration with Scheduled Commercial Bank/NBFC in India for a minimum period of six months.	Since the Government of India/RBI is encouraging the role of start-ups in the Indian economy, as such we request that for start-up entities this condition may be waived / relaxed. However, start-ups may be asked to submit satisfactory experience certificate from corporate/private company and other clients. Further if any Startup has worked with any commercial bank the extra marks may be given.	Please be guided by the RFE & Corrigendum-1 of RFE.
3.	Page 9 of 78	Eligibility Criteria (f, i.)	Not available in the RFP due to typing error	Please clarify, if there is a typing mistake.	This is a typing error, kindly consider accordingly.
4.	Page 9 of 78	Eligibility criteria (g, k)	g) For Start-ups: a). It should have obtained the "Certificate of Recognition" as a Startup from the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) either as per Notification No. G.S.R. 180 (E) dated 17th February,2016 or G.S.R. 501(E) dated 23rd May, 2017, or G.S.R 127 (E) dated 19/02/2019. b). The company should fulfil the prevalent criteria for start-up companies as prescribed by Regulatory & Statutory authorities (Government of India, Reserve Bank of India etc.) k) The bidder should have positive net worth during the last financial years.	Audited balance sheet and profit loss statements for the F Y 2020 – 21 is mentioned, whereas the latest balance sheet for 2021 – 22 is to be filed, latest by 30th Sep 2022 as such the F Y 2020-21 may be replaced by 2021-22. Accordingly point (k), audited balance sheet and P & L account may also be replaced for F Y2020-21 by 2021 – 22.	Please be guided by the RFE

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

5.	Page 14 & 15 of 78	6.2 Eligibility cum Technical Bid	Table A and Table B	Table A for startups and table B for corporate company, there is hardly any difference in the technical evaluation of BID, whereas startups should have been given relaxation in the marks, specifically relating to work experience with commercial bank/NBFC. However, bank may add work experience marks for Startups for similar scope of work with other corporate/private companies. Further, the bank may add extra points for startups who have worked for PUNJAB NATIONAL BANK/Scheduled bank.	Please be guided by the RFE & Corrigendum-1 of RFE
6.	Page 14 of 78	6.2 Eligibility cum Technical Bid - TABLE A, Point 2(a)	Experience of the Fintech (Track Record) a). Similar Projects (as mentioned in below Table-C) experience Executed in Scheduled Commercial Bank / NBFC sector (Purchase Order along with Customer Credential letter/ Completion Certificate to be submitted)	It is mentioned 'for similar projects (as mentioned in below Table C)', whereas there is no Table C. Please clarify	Please be guided by the corrigendum 1 for RFE
7.	Page 8 of 78	3.Eligibility Criteria (b)	Firm should be prime bidder and no consortium is allowed for the solution/ services to be offered. No two entities joining (JVs) specific to any project will be considered.	We Request the authority to allow the JVs to participate for this tender.	Please be guided by the RFE
8.	Page 15 of 78	6.2 Eligibility cum Technical Bid Technical Evaluation Criteria ❖ Table-A,Sl. 1	Experience / Case studies of relevant experience of projects as per context of this RFE. Relevant Experience of working with Scheduled Commercial Bank / NBFC in India with INR 1 Lakh Crore+ Business	We request the authority to kindly consider this clause: - Experience / Case studies of relevant experience of projects as per context of this RFE. Relevant Experience of working with Scheduled Commercial Bank / NBFC in India with INR 5 Crore Business	Please be guided by the RFE & Corrigendum-1 of RFE.
9.	Page 2 of 78	BID DETAILS & BRIEF DESCRIPTION	Date of Pre-Bid Meeting: 07/10/2022 at 15:00hrs	Request Bank to conduct the pre-bid meeting by online mode	Please be guided by the RFE
10.	Page 59 of 78	Annexure: XIV	Customer Credential Letter	Request Bank to accept the reference letter provided by the clients in their format	Please be guided by the RFE

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

11.	Page 77 of 78	Annexure: XIX	Satisfactory Performance Certificate	Request Bank to accept the reference letter provided by the clients in their format	Please be guided by the RFE
12.	Page 2 of 78	BID DETAILS & BRIEF DESCRIPTION	Last date and time for Online Bid Submission Technical Bid] (or Hash submission)	Request Bank to extend the bid submission date by 10 days from the date of publication of pre-bid clarifications in the website	Please be guided by the RFE & Corrigendum-1 of RFE
13.	Page 15 of 78	Clause-1 for Start Ups	Experience / Case studies of relevant experience of projects as per context of this RFE. Relevant Experience of working with Scheduled Commercial Bank / NBFC in India with INR 1 Lakh Crore+ Business	We would request the bank to kindly remove the business size criteria or limit it to at least 1 of the implementations should be with a bank with >1 Lac crore or NBFC with business size of >2000 crore. Would further request to include Co-operative banks & DFIs also.	Please be guided by the RFE & Corrigendum-1 of RFE
14.	Page 15 of 78	Clause-1 for Start Ups	Experience / Case studies of relevant experience of projects as per context of this RFE. Relevant Experience of working with Scheduled Commercial Bank / NBFC in India with INR 1 Lakh Crore+ Business	We would request the bank to kindly permit masked copies of SLA/Purchase Order along with the Reference Letter.	Please be guided by the RFE & Corrigendum-1 of RFE
15.	Page-15 of 78	Experience of the Fintech (Track Record)	a). Similar Projects (as mentioned in below Table-C) experience Executed in Scheduled Commercial Bank / NBFC sector (Purchase Order along with Customer Credential letter/ Completion Certificate to be submitted)	Would request the Bank to revise the criteria of marks for implementation of 5 projects, as per Clause-1 the maximum marks can be attained if 5 references are shared but in clause 2 to get maximum marks >5 projects are required.	Please be guided by the RFE & Corrigendum-1 of RFE.
16.	Page 3 of 78	Bid Details & Brief Description	Last Date and Time for submission of Bidding Documents. - 20/10/22	Request the bank to kindly extend the bid by 10 days at least for a successful bid submission	Please be guided by the RFE & Corrigendum-1 of RFE
17.	Page 6 of 78	49. Annexure	Annexures	Which all annexures are not required to be submitted by the bidder from the complete list as a part of the RFP?	Please be guided by the RFE
18.	Page 16 of 78	Technical Evaluation Criteria – Fintech (Start-up)/2. experience of the Fintech (Track Record)	Similar Projects (as mentioned in below Table-C) experience Executed in Scheduled Commercial Bank / NBFC sector (Purchase Order along with Customer Credential letter/ Completion Certificate to be submitted)	We couldn't locate Table - C in the RFP. Kindly clarify?	Please be guided by the corrigendum 1 for RFE

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

19.	Page 16 of 78	Technical Evaluation Criteria - Fintech (Start-up)	The Technical Proposal will be evaluated for technical suitability as mentioned in Technical Evaluation Criteria. The bidder needs to achieve a cut – off score of 35 marks (out of 50 marks) in this evaluation stage to be Technically Qualified. Total marks in Technical Evaluation is 30 and 20 marks for the Presentation.	We request the bank to kindly relax the overall weightage for this clause for start-ups/ fintechs to qualify. The threshold cut off could hinder the progress of startups/fintechs in bringing state of the art technologies onto the table for PNB. Suggest if the bank follows the same methodology of evaluation which has been undertaken by other PSBs for such empanelment bids.	Please be guided by the RFE & Corrigendum-1 of RFE.
20.	Page 16 of 78	Technical Evaluation Criteria - Fintech (Start-up)/2. Experience of the Fintech (Track Record)	No of Completed Projects (in Particular Domains of RFE) a) Above 5: 10 marks b) 4-5: 8 marks c) 3: 6 marks d) 2: 4 marks e) 1: 2 marks	We request the bank to revisit the said criterion as it difficult for any start-up/fintech to execute multiple projects in different areas as specified in the RFP document. Kindly clarify with an example as to what the RFP wording means?	It is for particular Domain as per scope of work of RFE Indicative Segment.
21.	Page 21 of 78	9. Pre-Bid Meeting	Bidders are also required to bring hard-copy of the same queries on their letter head, duly-signed and stamped by their authorized signatory at time of pre-bid meeting.	Request the bank to conduct the pre-bid meeting simultaneously in online mode as well for bidders who are unable to attend physically as some of the bidders may not be based out of NCR area.	Please be Guided by RFE
22.	Page 22 of 78	10. Submission of Bids	At the time of physical submission of bid, bidder has to show acknowledgement e-mail received after completion of the bid submission in proof of having submitted the bid online.	Since we are based out of Mumbai, we will be couriering the bid documents. Can we take the print out of the email and put in the envelope as a token of acknowledgment to comply with this clause?	Acknowledgment of the submission of bid can be sent through courier/post along with the other Technical bid documents and should be received with in stipulated time & submission date of RFE. Bank will not be held responsible for any delay on account of courier/ Postal services, the Bid will not be Considered.

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

23.	Page 22 of 78	10. Submission of Bids	Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <a href="https://etender.pnbnet.in">https://etender.pnbnet.in</a> by using their digital certificates of Class II and above (both encryption and signing).	Is there any form of browser restriction for the bidder to submit the bid documents on the procurement portal as the bidder manual says we need to install Mozilla Firefox browser? Kindly clarify.	Please be guided by the RFE and bidder manual available on e-tendering website ( <a href="https://etender.pnbnet.in">https://etender.pnbnet.in</a> )
24.	Page 20 of 78	7.10 Empanelment Security Deposit	In the event of Empanelment by the Bank for Procurement, Development/ Customization of Products/Services in various Domains in Punjab National Bank. Bidders will submit an Amount of Rs. 1 Lac as Empanelment Security	We request the bank to kindly relook at this clause and have some exemption criteria defined for Startups and Fintechs if possible. We would also like to bring to your kind notice that none of the other PSBs have asked for such a security deposit/fee for empanelling startups/fintechs as seen lately for such bids.	Please be guided by the corrigendum 1 of RFE.
25.	Page 20 of 78	7.10 Empanelment Security Deposit	Bidders are required to submit Empanelment security (as per Annexure II).	Can we just put the company seal and sign from our authorised signatory while submitting the bid as the amount of 1 lac needs to be furnished only once we are empanelled with PNB for this RFE, kindly clarify?	Please be guided by the corrigendum 1 for RFE
26.	Page 45 of 78	Annexure III -Compliance of Eligibility Criteria	Bidder must provide confirmation that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms/ LLPs having common partners have not participated in the bid process.	Request the bank to kindly let us know what it means by saying "not participated in the bid process"?	Please be guided by the RFE
27.	Page 45 of 78	Annexure III -Compliance of Eligibility Criteria	Must have development Centre and Technical Support office in India.	What does the bidder need to exactly furnish as a part of supporting document to substantiate the claim? Does a self-declaration undertaking on bidder's letterhead duly signed by the authorised signatory suffice for this clause?	Please submit as per RFE Annexure- VIII
28.	Page 45 of 78	Annexure III -Compliance of Eligibility Criteria	The Start-up entity must not be formed by splitting up or reconstruction of an existing business.	Does a self-declaration undertaking on bidder's letterhead duly signed by the authorised signatory suffice for this clause?	Self-declaration undertaking on bidder's letterhead duly signed by the authorised signatory as per Annexure-XV, to be submitted.

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

29.	Page 46 of 78	Annexure III -Compliance of Eligibility Criteria	Entity is either working towards innovation, development or improvement of products or processes or services or provide solutions that can further help the bank in financial inclusion in a significant way or it has a scalable business model with a potential of generating employment.	Does a self-declaration undertaking on bidder's letterhead duly signed by the authorised signatory suffice for this clause?	Yes, Self-declaration undertaking on bidder's letterhead duly signed by the authorised signatory to be submitted.
30.	Page 78 of 78	Annexure XIX - Satisfactory Performance Certificate	To be submitted on the letter head of the concerned organization	It will be difficult for us to get our client to furnish the requisite details on the said annexure as the bank is still operating under covid protocols and most of the major stakeholders are still doing WFH. We do have the requisite client references on emails and other formats and post awarding of contract, we will endeavour to furnish the required annexures within one month. Kindly allow us to submit the same.	Please be guided by the RFE.
31.	11	Scope of Work	AI (Artificial Intelligence)/ML (Machine Learning)/Robotics	For many areas listed under the scope of work section, we have AI tools, accelerators, and products already developed that can be customized for PNB's unique requirements. Would you be open to a solution that brings pre-configured tech + expertise?	Please be guided by the RFE
32.	12	Scope of Work	Data Analytics	What is the current tech stack or platforms being used for AI/ML and data analytics use cases?	Please be guided by the RFE
33.	12	Scope of Work	AI (Artificial Intelligence)/ML (Machine Learning)/ and Data Analytics	Are there any specific challenges within the AI/ML and data analytics segments (e.g. bringing down credit losses, launching new products faster, automating decisions, etc.)?	Please be guided by the RFE
34.	11	Scope of Work	—	Would there be one empanelled vendor per segment or would there be multiple vendors?	Bidders can apply for empanelment under in either one area, multiple areas or all the areas depending on the experience of the company.

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

35.	11	Scope of Work	AI (Artificial Intelligence)/ML (Machine Learning)/Robotics	What are PNB's current capabilities in terms of credit decisioning? Do you use any proprietary models or models from third-party vendors?	Please be guided by the RFE
36.	11	Scope of Work	AI (Artificial Intelligence)/ML (Machine Learning)/Robotics	Does PNB use any alternate/augmented data for credit decisioning? If yes, what sources are used?	Please be guided by the RFE
37.	74	Indemnity - Point 18	The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims etc. incurred by the Disclosing Party as a result of a breach of this Agreement.	Requesting bank to consider: The Receiving Party agree to indemnify and hold harmless the Disclosures against all the third-party claims, costs, liability, losses and claims etc. incurred by the Disclosing Party as a result of a breach of this Agreement.	Please be guided by the RFE
38.	30	Source code Escrow Arrangement-Point 34 section 2	In the event wherein Service provider has declared its expressed/written unwillingness to fulfil his contractual obligations under this Agreement; or	we request the bank to remove the following clause In the event wherein Service provider has declared its expressed/written unwillingness to fulfil his contractual obligations under this Agreement; or	Please be guided by the RFE
39.	30	Source code Escrow Arrangement-Point 34 section D	d. Service provider agrees to bear the payment of fees due to the escrow agent.	we request the bank to bear the payment of fees due to the escrow agent.	Please be guided by the RFE
40.	31	IPR Rights - Point 35	The Bidder shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the bidder, including-all inventions, designs and marks embodied therein in perpetuity.	Request bank to modify the clause to : The Bidder shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India in perpetuity.	Please be guided by the RFE
41.				Requesting bank to share payment terms for the projects	Please be guided by the RFE

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

42.	10	3M	Entity is either working towards innovation, development or improvement of products or processes or services or provide solutions that can further help the banking in financial inclusion in a significant way or it has a scalable business model with a potential of generating employment.	Need to have clarity on the nature of undertaking. It will be more helpful if Bank could provide a template for the same, to ensure uniformity.	Please be guided by the RFE
43.	11	4 Scope of Work		Request the Bank to share existing workflows/solutions structure wherever available.	Please be guided by the RFE
44.	17	6.3 Post-Empanelment Phase	Bidders are required to submit the detailed technical skills in the said RFE.	Please elaborate on the same. Is the bidder required to submit detailed technical proposal against every project/indicated segment?	This is a post empanelment phase and detailed technical proposal against every project/indicated segment in closed RFP/RFQ process.
45.	13	Digital Asset & Liability Schemes		Can this be bifurcated as 2 different segments as the domain for Asset and Liability is different? Product stack/customer journeys will be different for both of them.	Please be guided by the RFE
46.	12	Retail Loan Aggregators		Kindly clarify. Does this require the fintech to provide capabilities to source and process leads, or to provide various journeys to integrate with leads or applications sourced by open market aggregators?	Please be guided by the RFE



**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT,  
DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

47.	11	AI/ML/Robotics	List of applications of AI & ML	Is the fintech expected to have had working experience in ALL of the applications? Or deep expertise in a few of those insufficient?	Please be guided by the RFE
48.	16	6.2 Eligibility cum Technical Bid - Technical Evaluation Criteria Table-B	Relevant Experience of working with Scheduled Commercial Bank / NBFC in India with INR 1 Lakh Crore+ Business	Can we get some relaxation in terms of business of the bank/NBFC?	Please be guided by the corrigendum 1 of RFE.
49.	16	6.2 Eligibility cum Technical Bid - Technical Evaluation Criteria Table-B	Relevant Experience of working with Scheduled Commercial Bank / NBFC in India with INR 1 Lakh Crore+ Business	A few of our projects with banks are without PO as it is additional to some other projects. So, can we submit only customer credential letter as an evidence to it? Please confirm. Also, can we submit the POs/Customer letters of our subsidiary company (acquired)?	Please be guided by the RFE
50.	16	6.2 Eligibility cum Technical Bid - Technical Evaluation Criteria Table-B	Relevant Experience of working with Scheduled Commercial Bank / NBFC in India with INR 1 Lakh Crore+ Business	Can we submit the letters from our global clients?	Please be guided by the RFE & Corrigendum-1 of RFE.
51.	17	6.2 Eligibility cum Technical Bid - Technical Evaluation Criteria Table-B	Presentation (Part of Technical Evaluation)	Do we need to submit the presentation as a part of the technical response? Or we can submit it later in the evaluation stage? Please confirm.	Can be submitted at evaluation stage, as and when required by the Bank.
52.	19	7.10 Empanelment Security Deposit	Bidders will submit an Amount of Rs. 1 Lac as Empanelment Security	Do we need to submit the security amount with response or it will be after the successful empanelment?	Please be guided by Corrigendum 1 of RFE.
53.	20	9. Pre-Bid Meeting	Bidders are also required to bring hard-copy of the same queries on their letter head, duly-signed and stamped by their authorized signatory at time of pre-bid meeting.	If we are attending the pre-bid meeting virtually, shall we send our queries but courier or only email will be enough to be considered in this scenario?	Please be guided by the RFE

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

54.	61	Annexure XVI: Performa for Integrity Pact		Do we need to execute the Integrity Pact on the stamp paper? Please confirm.	Yes, please be guided by the RFE
55.	67	Annexure:XVII Non- Disclosure Agreement		We understand that, we need to execute the NDA after the successful empanelment? Please confirm.	Your understanding is correct.
56.	59	Annexure:XIV  Customer Credential Letter		We have a few letters and the customer credential letter ready with us. Can we submit the customer credentials or the project completion certificate in our format? Please confirm.	Please be guided by the RFE
57.	Page 3	Point 6	Hash Submission & Bid Re-Encryption	Please elaborate on the Hash Submission & Bid Re-Encryption process	Kindly refer bidder manual available at <a href="https://etender.pnbnet.in">https://etender.pnbnet.in</a>
58.	Page 7	Point 2 Introduction	2.2 Objective	It is stated that the Bid is for Procurement, Development/Customisation of Products and Services. Can the same include Business Partnership with Fintech on Joint Collaboration of Products like Personal Loans with collaboration on journeys	Please be guided by the RFE
59.	Page 8	Eligibility Criteria: Point E	Satisfactory Performance Certificate from the Clients as per Annexure-XIX. AND Purchase Order along with Customer Credential Letter (as per Annexure-XIV)	Eligibility only includes Bank/ NBFC. Under Digital Lending, No Banks have partnered on used cases of joint sales of products like Digital Personal Loans. NBFCs have partnered on Co-lending. Our suggestion is to also include subsidiaries of NBFCs who also run a market place and BFSI players like Insurance Companies as they are doing BNPL under Premium Financing. Can we include first two pages of contract copy/ agreements for sharing credentials on partnership as rest of the pages would be confidential.	Please be guided by the RFE & Corrigendum-1 of RFE.

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

60.	Page 9	Eligibility Criteria: Point K	Audited Balance sheets and Profit & Loss statements for the financial years 2019-20,2020-21 along with the certificate duly certified by the Chartered Accountant as per Annexure –IX	Can the bidder also provide CA Certificate as CA is not authorised to sign on Bidder's Company Letter Head	Please be guided by the RFE
61.	Page 12	Scope of Work, Point 4	Subpoint 4, Retail Loan Aggregators	We are in the business of only Digital PL, BNPL and Co-branded Cards(upcoming). We don't have overall aggregation including PL, CC, HL, VL, GL, etc at the moment. We request the Bank to open up Digital PL as a standalone category for partnership.	Please be guided by the RFE
62.	Page 16	Technical Evaluation Criteria: Clause No-6.2 Table B (Point 1)	Experience/case studies of relevant experience of projects as per context of this RFE. Relevant Experience of working with Scheduled Commercial Bank / NBFC in India with INR 1 Lakh Crore+ Business,	In the business of Digital Lending of Personal Loans, Banks (PSU/Private/Scheduled Commercial) are now opening up for Fintech partnership for On-lending & Co-lending. Not many Banks have come out with RFPs and have started working with Fintechs in Personal Lending space. We request that the category be opened up to BFSI and other Merchant partnerships for BNPL.	Please be guided by the RFE
63.	Page 16	Technical Evaluation Criteria: Clause No-6.2 Table B (Point 2.a)	a). Similar Projects (as mentioned in below Table-C) experience Executed in Scheduled Commercial Bank / NBFC sector (Purchase Order along with Customer Credential letter/Completion Certificate to be submitted)	In the business of Digital Lending of Personal Loans, Banks (PSU / Private / Scheduled Commercial) are now opening up for Fintech partnership for On-lending & Co-lending. Not many Banks have come out with RFPs and have started working with Fintechs in Personal Lending space. We request that the category be opened up to BFSI and other Merchant partnerships for BNPL.	Please be guided by the RFE & Corrigendum-1 of RFE
64.	Page 16	Technical Evaluation Criteria: Clause No-6.2 Table B (Point 2.a)	a). Similar Projects (mentioned below Table-C) experience Executed in Scheduled Commercial Bank/NBFC sector (Purchase Order along with Customer Credential letter/Completion Certificate to be submitted)	We are not able to find Table C.	Please be guided by the Corrigendum 1 of RFE.

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

65.	Page 23	Evaluation & Award Criteria, Clause 19 (Point 3)	First of all, the RFE Cost & Empanelment Security of all bidders will be verified. If any RFE Cost & Empanelment Security are not found in order, that bidder will be declared ineligible for further participating in the tender process.	The amount of Rs 1 Lakh needs to be submitted as Empanelment Security prior to last date of online bid submission i.e. 20th October'22?	Security Amount to be submitted after empanelment. Please be guided by Corrigendum 1 of RFE.
66.	Page 28	Source Code Escrow Agreement (Point a)	Service Provider shall deposit the source code of the Software and everything required to independently maintain the Software, to the source code escrow account and agrees to everything mentioned in source code escrow agreement.	What is meant by source code escrow agreement?	Please be guided by the RFE
67.	Page 48	Annexure V	Experience, Compliance	Does the bidder need to mention the years of experience too? What compliance does the Bidder need to submit?	Please be guided by the RFE
68	Page 52	Annexure IX	Bidder Turnover & Profit	If the Fintech company name is 'X' and lends from Company Y (subsidiary NBFC) as per RBI Digital Lending Guidelines, then the financials of both need to be submitted from a possible used case of Co-lending perspective. This is also important as if the applicant is interested in applying from Co-lending as well joint Business Partnership under Personal Loans, then the subsidiary NBFC also needs to be initiated. Can the bidder provide CA Certificate as CA is not authorised to sign on Bidder's Company Letter Head	Please be guided by the RFE
69	Page 54	Annexure XI	Notification of Acceptance	Need clarification of the "Letter number" to be mentioned	This is post empanelment phase and Letter will be Issued to the empanelled bidder.
70.	Page 57	Annexure XIII	Performance Statement	Our projects do not require a Purchase Order / Order Number hence can the space be left unfilled?	Please be guided by the RFE.
71.	Page 58	Annexure XIII	Performance Statement	What will be the maximum and minimum number of references to be shared?	Please be guided by the RFE.
72.	Page 61	Annexure XVI	Performa for Integrity Pact	Does the Bidder have to upload the blank copy of Integrity Pact as the IP will be signed after empanelment	Duly signed copy of Integrity Pact to be submitted with Technical bid documents (hardcopy).

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

73.	Page 67	Annexure XVII	Non-Disclosure Agreement	Does the Bidder have to upload the blank copy of NDA as the NDA will be signed after empanelment	NDA to be executed after successful Empanelment.
74.	Page 75	Annexure XVIII	Empanelment Contract form	Does the Bidder have to upload the blank copy of Contract form as the contract will be signed after empanelment	This is a post empanelled phase to be executed by successful bidder.
75.	Page 77	Annexure XIX	Satisfactory Performance Certificate	Will it be sufficient if the bidder shares the First two pages of agreement / Letter of Association for sharing credentials on partnership as rest of the pages would be confidential?	Please be guided by the RFE.
76.		Supporting Documents		The supporting documents should be followed by the respective annexure or can they be uploaded separately?	Please be guided by the RFE.
77.	29	Source Code Escrow agreement-34	Service provider shall deposit the latest version of source code in escrow account at regular intervals as mentioned in source code escrow agreement. The Bank shall have the right to get the source code released and will receive no opposition/hindrances from the escrow agent and Service provider	What are the high-level terms of the Escrow agreement	Please be guided by the RFE.
78.	30	Assignment-36	If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the successful bidder and such amalgamated/merged entity.	Can the amalgamated entity assign a new vendor at their discretion, during the contract period?	Please be guided by the RFE.

REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022

79.	10	<b>3. Eligibility Criteria (Other Conditions)</b>	<b>3. Eligibility Criteria (Other Conditions)</b> 9. As per Advisory issued by Ministry of Skilled Development and Entrepreneurship Dated:12/09/2022, It is mandatory for the bidder to have formally certified skilled workforce or commitment by the bidders/Service providers to the effect that they would ensure that all their workers (onboarded at Bank) would be skilled through Recognition of Prior Learning (RPL) Program within two months from the date of commencement of work under the project, at the cost of the service provider/vendor. RPL or prior learning assessment and recognition (PLAR), which is a component of Skill India's flagship scheme PMKVY, is an assessment process used to evaluate a person's existing skill sets, knowledge and experience gained either by formal, non-formal or informal learning. The process helps in aligning the competencies of the unregulated workforce of the country to the standardized National Skills Qualification Framework (NSQF) to enhance employability opportunities and reduce the skill gap.	Request bank to clarify if any other formal certifications for skilled workforce is eligible or all associates onboarded by bank for a specific project has to undergo RPL certification as per PMKVY scheme.	It is mandatory requirement for all RFPs as per advisory issued by Ministry of Skilled Development and Entrepreneurship  Please be guided by the RFE.
-----	----	---	---	---	---

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

80.	15	<b>6.2 Eligibility cum Technical Bid Table A, Sr. No. 1</b>	<b>Technical Evaluation Criteria Table A, Sr. No. 1</b> Experience / Case studies of relevant experience of projects as per context of this RFE. Relevant Experience of working with Scheduled Commercial Bank / NBFC in India with INR 1 Lakh Crore+ Business	Request bank to clarify if there is any criteria for Relevant experience of projects in context of this RFE in years? Or Just the engagements and their completions by the bidder would suffice?	Relevant experience is in relation with the completed project irrespective to the number of years. Please be guided by the RFE.
81.	15	<b>6.2 Eligibility cum Technical Bid Table A, Sr. No. 3</b>	<b>Technical Evaluation Criteria Table A, Sr. No. 3</b> Presentation Covering Experience/ Technical Proposal including Methodology & Approach, Team Composition, Work Schedule and Activity Schedule including Specialization of the bidder in various domain areas specified in the RFE.	Request bank to clarify that does the bidder need to submit separate presentations for solution offered for each domain or a single combined presentation will be acceptable.	Please be guided by the RFE
82.	19	<b>7. Instructions to Bidders</b>	<b>7.10 Earnest Money Deposit</b> In the event of Empanelment by the Bank for Procurement, Development/ Customization of Products/Services in various Domains in Punjab National Bank. Bidders will submit an Amount of Rs. 1 Lac as Empanelment Security. If any of the empanelled bidders do not participate in minimum three closed tenders/ project during the contract period for any reason, even after getting an invitation to bid by the bank, then bank will delist the bidder. The decision of the Bank will be final and Bank will not entertain any correspondence in this regard and the Empanelment Security submitted by the bidder may be forfeited by the Bank. Bidders are required to submit Empanelment security (as per Annexure II), In case of unsuccessful bidder, Empanelment Security will be returned either on completion of tender process or within one month of disqualification of the bidder, as per Bank's discretion. No interest will be payable on Empanelment Security amount.	Request bank to clarify if the Empanelment security deposit needs to be paid as and when the bidder submits the proposal? OR Only after successful selection of bidder for closed RFP process?	Please be guided by the corrigendum 1 of RFE

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

83.	19	<b>7. Instructions to Bidders</b>	<p><b>7.10.Earnest-Money-Deposit</b> In the event of Empanelment by the Bank for Procurement, Development/ Customization of Products/Services in various Domains in Punjab National Bank. Bidders will submit an Amount of Rs. 1 Lac as Empanelment Security. If any of the empanelled bidders do not participate in minimum three closed tenders/ project during the contract period for any reason, even after getting an invitation to bid by the bank, then bank will delist the bidder. The decision of the Bank will be final and Bank will not entertain any correspondence in this regard and the Empanelment Security submitted by the bidder may be forfeited by the Bank. Bidders are required to submit Empanelment security (as per Annexure II), In case of unsuccessful bidder, Empanelment Security will be returned either on completion of tender process or within one month of disqualification of the bidder, as per Bank's discretion. No interest will be payable on Empanelment Security amount.</p>	<p>Request bank to clarify if empanelment security fee will be held by bank till the entirety of the empanelment period in case bidder is empanelled by bank? In case a bidder is unable to qualify for individual projects, will it be considered as unsuccessful bid and empanelment security fee will be returned henceforth?</p>	<p>Yes,  Please be guided by Corrigendum 1 of RFE.</p>
84.	20	<b>8. Post Empanelment Phase (Project on Project basis)</b>	<p><b>8. Post Empanelment Phase (Project on Project basis)</b> The period for Empanelment of FinTechs for Procurement, Development/ Customization of products/services in various Domains in the bank will be for a period of 2 Years. The Empanelment period may be extended for a period of Maximum one year. Bank shall have the option of terminating the contract during the contract period by giving a 3 months' notice. An annual review of the empanelled bidders will be conducted by the Bank, if deemed necessary. Bank may remove any of its vendors from empanelment based on review &amp; feedback. Irrespective of the period, the empanelment will be deemed operative until the close of the assigned projects and hence the empanelled firm should ensure resource availability until completion of the work in hand.</p>	<p>Request bank to clarify how the engagement model will be defined if any project duration extends beyond the period of 2 years which is the specified period of empanelment in case the empanelment period is not extended?  Request bank to also clarify how the engagement model will be defined if any project duration extends beyond the period of 3 years which is the maximum specified period of empanelment along with extension?</p>	<p>Please be guided by the RFE clause 8 page 20 of RFE.</p>



**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

85.	20	<b>9. Pre-Bid Meeting</b>	<p><b>9.Pre-Bid-Meeting</b> Maximum up to two persons per bidder will be allowed to attend the Pre-Bid meeting provided they have authorization letter from competent authority to attend the pre-bid meeting from their company. Bidders attending the pre-bid are also required to submit a copy of their I-card issued by their company. No person shall be allowed to attend the Pre-Bid meeting without Proper Authorization letter from their Company and without their Official ID Cards issued by their company. (Any other ID proof such as PAN, DL or Aadhaar card will not be accepted).</p>	Request bank to clarify if the Pre-bid meet will be arranged only on-site or virtual meeting may be arranged for the same? Also, will it be discretion of the bidder to attend the meeting onsite/virtually, if the meeting takes place in a hybrid mode?	Please be guided by the RFE
86.	21	<b>10. Submission of bids</b>	<p><b>10. Submission of bids</b> Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <a href="https://etender.pnbnet.in">https://etender.pnbnet.in</a> by using their digital certificates of Class II and above (both encryption and signing). All the interested bidders should register themselves in the e-procurement system <a href="https://etender.pnbnet.in">https://etender.pnbnet.in</a> for submitting the bids online, if they have not done earlier. The RFE document and further corrigendum, if any can also be downloaded from Bank's websites <a href="http://www.pnbindia.in">www.pnbindia.in</a> &amp; <a href="https://etender.pnbnet.in">https://etender.pnbnet.in</a>. Bids received after closing of the bid in the e-procurement system are summarily rejected without any reason. All the Annexure and bid documents are to be uploaded in PDF format during the online bid submission along with eligibility cum technical bid supporting documents should be submitted manually and in separate envelopes before the final date &amp; time of bid submission at the following address: Assistant General Manager, Punjab National Bank, Digital Banking Transformation Division, 3rdFloor, Plot No. 5, Institutional Area, Sector 32, Gurugram – 122 001</p>	<p>As per our understanding, along with the online submission of the bids the offline submission needs to be submitted in 3 different envelopes namely-</p> <ol style="list-style-type: none"> <li>1. Technical Bid</li> <li>2. Eligibility Documents</li> <li>3. Technical Bid Supporting documents</li> </ol> <p>Request bank to provide a clarification regarding this if we have got it right or we need to submit the documents in a different way.</p>	Please be guided by the RFE

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

87.	24	<b>22. Cancellation of bid/bidding process</b>	<b>22. Cancellation of bid/bidding process</b> PNB reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its action.	Request bank to clarify what impact the cancellation of bidding process for the aforementioned RFE will have on the empanelment security fee. Will the amount be returned in such a scenario?	Please be guided by the RFE
88.	25	<b>25. Non-Disclosure</b>	<b>25.Non-Disclosure</b> That if the successful bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.	Request bank to clarify that if the 3rd party (the one assisting the bidder in its operations) hired by the bidder for assistance needs to be disclosed to the bank? If yes, is the 3rd party also required to sign the NDA along with the bidder?	Please be guided by the RFE
89.	25	<b>25. Non-disclosure</b>	That the successful bidder will treat the confidential information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information	Suggest bank to <b>add the following to the clause:</b> The bank should also treat the confidential information of the successful bidder as confidential.	Please be guided by the RFE
90.	26	<b>27. Signing of Contract. Point No. 7</b>	Signing of Contract: The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank	This clause is not acceptable. Request bank to delete it.	Please be guided by the RFE

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

91.	27	<b>31. Indemnity</b>	The Successful bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes (except GST) and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation, negligence or/and misconduct under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract.	Request bank to add/modify the clause as follows: 1. The Successful bidder assumes responsibility for and shall indemnify and keep the Bank harmless from <b>all third-party</b> liabilities, claims, costs, expenses, taxes (except GST) and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid. 2. Bank should Indemnify the Vendor for any illicit, illegal or unauthorised uses of the platform or application.	Please be guided by the RFE
92.	28	<b>31. Indemnity</b>	The terms of this clause shall survive the termination of the Agreement.	Request bank to modify the clause as: The terms of this clause shall survive the termination of the Agreement for both the bank and the bidder.	Please be guided by the RFE
93.	31	<b>38. Limitation of Liability</b>	Successful Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value.	Request bank to limit successful bidder's aggregate liability upto a maximum of 10% of contract value	Please be guided by the RFE
94.	34	<b>34. Source Code Escrow Agreement</b>	<b>34. Source Code Escrow Agreement</b> a. Service Provider shall deposit the source code of the Software and everything required to independently maintain the Software, to the source code escrow account and agrees to everything mentioned in source code escrow agreement.	Request bank to clarify that if the 3rd party (the one assisting the bidder in its operations) involved also required to sign the Source code Escrow agreement along with the bidder?	Please be guided by the RFE
95.	34	<b>34. Source Code Escrow Agreement</b>	<b>34. Source Code Escrow Agreement</b> a. Service Provider shall deposit the source code of the Software and everything required to independently maintain the Software, to the source code escrow account and agrees to everything mentioned in source code escrow agreement.	If the application development is done on indigenous technology platform owned and maintained by the bidder, the source code is to be retained by the bidder. Only application specific configuration can be provided. Request bank to clarify if that is a possibility OR The bidder should go for complete custom development	Please be guided by the RFE

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

96.	35	<b>35. IPR rights</b>	<p><b>35. IPR rights</b></p> <p>7. The Bidder shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the bidder, including-all inventions, designs and marks embodied therein in perpetuity.</p>	<p>Request bank to clarify that why does the bidder needs to provide the license or the software to the bank till perpetuity or as per the contract engagement period of 2 (or maximum of 3 years, if extended) as mentioned in the RFE for contract period?</p> <p>Request bank to clarify what will happen to such software or license provided to the bank by the bidder after the completion of the empanelment?</p>	Please be guided by the RFE
97.	36	<b>36. Assignment</b>	<p><b>36.Assignment</b></p> <p>(i) The successful bidder shall not assign to anyone, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent and PNB reserves its right to terminate the Agreement, if no such consent is obtained by the successful bidder. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this contract shall be considered to be assigned to the new entity and such an act shall not effect the rights and obligations of the successful bidder and such amalgamated/merged entity.</p>	<p>Request bank to clarify if in case of Amalgamation, merger, etc. of the bank, will there be a formation of a new contract with the newly formed entity?</p> <p>If yes, will there be any changes in any of the clauses of the RFE/empanelment document, if required?</p>	Please be guided by the RFE
98.	36	<b>43. Non-exclusivity</b>	<p>It is expressly agreed by the successful bidder that the contract shall be on a non-exclusive basis. PNB reserves its right to appoint/engage one or more agency (ies) to provide like services concurrently during the currency of this contract.</p>	<p>In case one or more agency (ies) are appointed/engaged by PNB for like services concurrently, request bank to clarify the liability of services rendered in such a scenario. How will dependencies in relationship be maintained (if any)? In case of a need to integrate independently developed modules, will a separate contract be drawn to accommodate project engagement scenarios not envisioned during initial contracting?</p>	Please be guided by the RFE
99.	63	<b>Section 4: Compensation for damages</b>	<p>Section 4: Compensation for damages</p>	<p>Request bank to <b>add the following clause:</b> The bank to provide compensation to the bidder in case any damage is caused to the latter due to any unsolicited, illicit, unauthorized, illegal activity carried out by the bank</p>	Please be guided by the RFE

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

100.	68	<b>2.1 Confidentiality</b>	Clause 2.1 Confidentiality	Request bank to <b>add the following clause</b> : The bank should also treat the confidential information of the successful bidder as confidential and any such information which is shared by either parties to bank or by bidder to bank.	Please be guided by the RFE
101.	73	<b>18. Indemnity</b>	The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims etc. incurred by the Disclosing Party as a result of a breach of this Agreement.	Request bank to <b>add/modify the clause</b> as follows: 1. The Receiving Party agree to indemnify and hold harmless the Disclosures against <b>all third-party</b> costs, liability, losses and claims etc. incurred by the Disclosing Party as a result of a breach of this Agreement. 2. Disclosing party should Indemnify the Receiving party for any costs, liability, losses and claims as a result of a breach of this agreement, Illicit activity, any claim by third party violating IP rights or any unauthorised activities by bank.	Please be guided by the RFE
102.	8	<b>2.2- Objective</b>	The period for Empanelment of Fintech in the bank will be for a period of 2 Years. The Empanelment period may be extended for a period of Maximum one year. Bank shall have the option of terminating the contract during the contract period by giving a 3 months' notice. A Periodical review of the empanelled bidders will be conducted by the Bank. If deemed necessary, Bank may remove any of its vendors from Empanelment based on periodic review.	Bidder alternatively proposes below language:  (i) Bank can terminate the agreement for convenience for the reasons solely attributable to bidder; (ii) Prior to UAT, all amounts payable towards implementation shall be deemed to have accrued to the vendor. (iii) After UAT, license fee, and implementation fee deemed to have accrued to the vendor. (iv) Prior to delivery of Software, any advances paid towards the license fee, and implementation fee shall not be refunded.	Please be guided by the RFE
103.	14	<b>5. Service Level Agreement</b>	The support at any location is not up to the satisfaction of the Bank.	Bidder requests Bank to modify the language as below: If the Bidder fails to provide support at any location as per the terms agreed between the parties mutually". Request to delete the language - "not up to the satisfaction of the Bank" as satisfaction is subjective.	Please be guided by the RFE

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

104.	15	5. Service Level Agreement	For any other valid reasons determined by the Bank.	Bank is requested to elaborate and specify other valid reasons determined by Bank, since the present language is vague and subjective. Further, Bank is requested to provide the vendor an opportunity to be heard and submit their case before a penalty is levied on the vendor.	Please be guided by the RFE
105.	25	24. Force Majeure	Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes	Bidder requests Bank to include pandemic and lock-downs, electrical or power outage, utilities or telecommunications failures as force majeure	Please be guided by the RFE
106.	25	24. Force Majeure	Bank also reserves the right to assign the work to other successful bidders or/and service providers without any consequences and claims.	Before assigning the work to other bidders, Bank shall return or destruct any/all confidential information belonging to the Bidder and also pay all the amounts due to the Bidder till the time of such termination	Please be guided by the RFE
107.	27	28. Duration of Contract	During shifting of the services to new bidder, the selected bidder shall provide necessary help for smooth switch over, and necessary information support to PNB's staff and / or PNB appointed third party, for running the Solution without any additional cost, thus ensuring continuity of service to the Banks' customers.	Bidder requests Bank to agree applicable fee for smooth transition services and such applicable fee and duration of transition period shall be mutually agreed and decided by the parties	Please be guided by the RFE
108.	27	28. Duration of Contract	If the service provided by the bidder is found to be unsatisfactory or if at any time it is found that the information provided for empanelment or for any tender is false or if irregularities is shown by the bidder for applying for the Empanelment of FinTechs for Procurement, Development/ Customization of products/services in various Domains in the bank, the bank may withdraw the services.	Bank is requested for deletion of the word unsatisfactory as it is subjective and vague. Request for the below language modification: "If the service provided by the bidder is not in accordance with the terms and conditions of the contract ...."	Please be guided by the RFE

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

109.	28	31. Indemnity	Indemnity	Bank is requested to indemnify the successful bidder against any liabilities, claims, costs, expenses, penalties, punitive damages, reasonable attorney's fee and court costs against: a) breach of confidentiality obligations; b) infringement of successful bidder's IPR; and c) violation of applicable laws and any regulatory infractions.	Please be guided by the RFE
110.	29	32. Governing Laws and Disputes	The other party shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole arbitrator and communicate his name to the Bank within (30) thirty days of receipt of the names. The bank shall thereupon without any delay appoint the said person as sole arbitrator. If the other party fails to communicate such selection as provided above within the period specified, the Bank shall make selection and appoint the selected person as the sole arbitrator	Bidder requests bank to add below language at end of the Para: The appointment of sole arbitrator can be changed by the Parties in future and may appoint three arbitrators where one arbitrator shall be appointed by each party and appointed arbitrator will nominate the third arbitrator and the award of the arbitrators shall be final and binding on the parties.	Please be guided by the RFE
111..	29& 30	34. Source Code Escrow Agreement	The Bank shall have the right to get the source code released and will receive no opposition/hindrances from the escrow agent and Service provider under the following conditions: -	The IPR of the source code will remain with Bidder only even if the source code is released to the Bank by escrow agent under the following circumstances. The ownership of intellectual property rights (IPR) of the source code will not be transferred to Bank by the Bidder under any situations. Source code will be released to the Bank only for the purposes of fulfilment of the agreement and to avoid discontinuity of the services provided by the Bidder, but not for any other purpose.	Please be guided by the RFE

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

112.	31	35. Intellectual property rights	The Bidder shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the bidder, including-all inventions, designs and marks embodied therein in perpetuity.	Bank is requested to replace this with the below language: 1.1 Subject to the terms of the Master Agreement and unless otherwise stated, the Licensor grants to Licensee, a License to operate and use the Licensed Materials on the following conditions: (a) limited to the use of Licensee and Authorised Users; (b) limited to use within the Territory and from outside the Territories for Permitted Cross Territory Users; (c)non-exclusive; (d)revocable for cause; (e)non-assignable; (f)non-sublicensable; (g)non-transferable; (h)Fee-based; (i) License Term-based / perpetual License on perpetual basis means that the Licensee shall have right to use the Software licensed under this Agreement in perpetuity subject to timely payment of the Fees (j) limited for use in executable code form together with the Documentation and (k) for the Intended Purpose.	Please be guided by the RFE
113.	31	36.Assignment	The successful bidder shall not assign to anyone, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent and PNB reserves its right to terminate the Agreement, if no such consent is obtained by the successful bidder.	Bidder requests Bank to include the language, "where such consent shall not be unreasonably withheld or delayed by the Bank".	Please be guided by the RFE
114.	32	38. Limitation of Liability	Limitation of liability	Bidder requests Bank to incorporate the following language under this clause. "Neither party shall be liable for indirect, consequential, and incidental damages".	Please be guided by the RFE



**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

115.	32	38. Limitation of Liability (g)	Employment liabilities for bidder's staff relating to the period of their employment within contractual period while working with purchaser Bank	Bidder requests Bank to delete this language. This can be covered under capping instead of exceptions to Limitation of liability.	Please be guided by the RFE
116.	34	39. Compliance with laws	If at any time during the term of the Agreement, if Bank is informed or information comes to its attention that the selected service provider is or may be in violation of any terms and conditions mutually agreed between the Bank and the service provider, which proves to be unsatisfactory to the Bank, then the Bank shall be entitled to terminate the Agreement by giving not less than one-month notice in writing.	Bidder request Bank to modify the language as below: If the breach is curable then Bank shall give at least 30 days time to cure the breach and during the thirty days time, Bidder unable to cure the breach then the Bank may terminate the agreement by giving another thirty days notice to the Bidder.	Please be guided by the RFE
117.	34	41. Confidentiality	Confidential Information definition	Bank is requested to add "all non-public information....".	Please be guided by the RFE
118.	35	41. Confidentiality	The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:	Bidder requests Bank to add exceptions (vi) and (vii) as follows:  (vi) was lawfully in the possession of the Receiving Party (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; vii) was independently acquired or developed by the Receiving Party without reference to any Confidential Information provided by or on behalf of the Disclosing Party.	Please be guided by the RFE

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

119.	36	41. Confidentiality	The Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under the Agreement. Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.	Bidder requests Bank to make these two sub-clauses mutual.	Please be guided by the RFE
120.	36	41. Confidentiality	All proprietary documents, software documentation, programs partially or wholly completed, or materials or any data provided by the bank and data gathered from sites which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by Service provider without the Bank's written consent.	Bidder request Bank to make this language as mutual.	Please be guided by the RFE
121.	37	42. Publicity	Publicity	Bank is requested to permit Bidder to mention in the RFP's about the contractual relationship or services provided by the Bidder to Bank without disclosing any confidential information. This is applicable if bidder becomes the part of empanelment only.	Please be guided by the RFE
122.	38	46. Inspections of records and Audit (d)	The cost that is to be paid to RBI or any government agency for doing the audit/inspection has to be reimbursed to the Bank by the Vendor.	Bank is requested to delete this requirement. As a Regulated entity, it is the responsibility of the Bank to conduct audit as per the regulatory requirements.	Please be guided by the RFE
123.	68	Annexure XVII - NDA	The Bank has agreed to disclose, transmit, receive, and/or exchange certain "confidential information"	Bank is requested to modify this phrase to "The Parties have agreed...."	Please be guided by the RFE
124.	69	Annexure XVII - NDA - 1©	prospective customer names	Bidder requests Bank for deletion of "prospective customer names".	Please be guided by the RFE

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT,  
DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

125.	68	Annexure XVII - NDA	Proprietary information	Bidder requests bank to replace word Proprietary with Confidential as Proprietary information is part of Confidential information, appropriate word to use here will be Confidential information and it is a defined term here in.	Please be guided by the RFE
126.	70	Annexure XVII - NDA- clause 3	Non-Disclosure of Proprietary / Confidential Information	Bidder request Bank to delete the word proprietary in sub -clauses a,b, and c and to replace it with a word "Confidential" as Confidential Information is a defined term in this NDA and proprietary information is a part of Confidential Information.	Please be guided by the RFE
127.	71	Annexure XVII - NDA- clause 4	with respect to any Proprietary Information to the extent that such Proprietary Information	Bidder requests Bank to delete word "Proprietary" and replace it with "Confidential" as it is a defined term in this NDA	Please be guided by the RFE
128	71	Annexure XVII - NDA -5. Return of documents	termination of this Agreement	Bidder requests Bank to add a word "or expiry" after termination and read as below: "in the event of termination or expiry of this agreement"	Please be guided by the RFE
129.	71	Annexure XVII - NDA -5. Return of documents	portions summaries thereof and	Bidder requests Bank to insert the language at end of the sentence mentioned as below: "to the extent practically possible".	Please be guided by the RFE
130.	71	Annexure XVII - NDA - clause 7 - Term	The date of execution of Service Level Agreement	Bidder requests Bank to modify the language and read as below: from the date of disclosure of Confidential Information by either Party instead of existing language -" date of execution of service level agreement".	Please be guided by the RFE
131.	77	Annexure XVIII - Empanelment contract form	Handover of Source code along with documentation & technical knowledge transfer	Bank is requested to note that the source code will be deposited with an escrow agent and shall be released to the Bank in the event of occurrence of a release event as described under the escrow agreement.	Please be guided by the RFE

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

132.			New proposed clause	"Kindly note that Bidder shall be liable only for delay solely and directly attributable to Bidder. Bidder shall not be responsible for delays caused due to Bank dependencies such as readiness of installation environment, timely approvals, permissions, and/or any Change Requests, enhancements, customizations, change in priority assigned to a module due to urgency with a prior written approval from Bank, change in module requirements requested by the Bank and/or any delay caused due to unavailability of inputs from dependent entities and third parties, which are beyond the scope of the Bidder."	Please be guided by the RFE
133.			new proposed clause	In relation to third party fintech service providers, the Bidder's uptime shall exclude downtime of third party fintech service providers. In the event of a tri-partite agreement, the Bidder shall not be responsible for the reps and warranties of such third party fintech service providers. The Bidder shall be at liberty to change the non-performing third party fintech service providers with the consent of the Bank.	Please be guided by the RFE
134.			new proposed clause	Bidder requests to ensure that implementing regulatory changes is within reasonable development timeline. Bidder shall carry out customization to the solution as per regulatory guidelines. However, in the event, the nature and extent of modifications or customization required by the regulatory change exceeds an aggregate of 30 man-days in a calendar year, such modifications shall be treated as a change request and shall be charged at T & M basis at such rate as may be mutually agreed by the parties.	Please be guided by the RFE

REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022

135.			new proposed clause	<p>Please add these exclusions for uptime calculation.</p> <p>Exclusions for uptime levels-</p> <p>Uptime shall be reckoned after duly excluding:</p> <p>(a) failure or latencies caused by Licensee's/Bank's infrastructure/Licensee's/Bank's system availability;</p> <p>(b) failure caused by delay in responses/non-responses from data- source servers;</p> <p>(c) downtime caused by API patch upgrades;</p> <p>(d) downtime caused by changes in data source protocols/data structures;</p> <p>(e) downtime caused by patch/version upgrades to the platform (planned maintenance with prior notice).Downtime caused due to use of Software not in accordance with the Documentation.</p> <p>(f) delay in performance of Bank Dependencies.</p> <p>(g) downtime caused due to services provided by Fintech Service Providers</p> <p>*The SLA in respect of Fintech Service Provider (uptime) will be negotiated based on the nature of the service and the limitations arising.</p>	Please be guided by the RFE
136			new proposed clause	<p>"Limitation on representation and warranties of Vendor (new proposed clause)</p> <p>(a) In providing APIs on license to the Licensee or Licensee's Affiliate, the Licensor does not provide any express or implied warranties with respect to the accuracy, timeliness, completeness and fitness-of-purpose, of the data being carried through the APIs.</p> <p>(b) Where data is fetched by the APIs directly from the data sources and transmitted to the Licensee or Licensee's Affiliate, the Licensor makes no representation about the content or the information accessed through such APIs.</p> <p>(c) Where the data to be fetched by the APIs for the purpose of performing the Services are</p>	Please be guided by the RFE

REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022

				<p>maintained in the form of lists and/or database libraries (collectively “Lists”) by the Licensor, the Licensor represents that it shall use all reasonable endeavours to update the Lists with the relevant data from the appropriate external data source (“External Data Lists”) in accordance with the updating frequency protocols, where laid down by the data sources. The updating frequency is normally daily and performed as a midnight scheduled process, unless otherwise explicitly stated.</p> <p>(d) In providing any analysis of the data/information derived from the data, the Licensor does not provide any warranties whether express or implied as to the accuracy and completeness of the same. The Licensor warrants that it shall use all commercially reasonable endeavours to prevent wilful errors in analysis or outputs derived from the data.</p> <p>(e) Where the Licensor provides services that involves screening or matching of subject entities against master lists/databases, the Licensor does not provide any express or implied warranties in respect of the efficacy of the logic and/or algorithms used by the Licensee or the Licensee’s Affiliate for the purposes of finding likely matches in the lists/external data source against the subject entities enquired upon by the Licensee.</p> <p>(f)The Licensor shall not be liable to Licensee for any alleged error, omission, or deficiency in connection with the performance of the Services (a “Deficiency”) where, and to the extent that, (i) the Deficiency has occurred due to Licensee or Licensee’s Affiliate default, negligence, omission or misuse of the Services provided by Licensor; (ii) the Deficiency has occurred due to the Licensee or Licensee- Affiliate’s failure to perform its obligations under this Master Agreement; or (iii)</p>	
--	--	--	--	--	--

REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022

				<p>the Deficiency has occurred due to a third party's error/default, negligence or misuse of the Services provided by Licensor provided such Deficiency is not on account of the negligence, error or omission on the part of the Licensor. (g)Where any risk indices or other indices or scores relating to the risk/other assessment of any entity or natural person are provided, the same shall be deemed to have been provided on an as-is basis by the Licensor and without any warranties as to completeness, correctness, accuracy, timeliness or robustness of the algorithms. (h) Licensor does not guarantee and shall not be deemed to have guaranteed, the timeliness, sequence, accuracy, completeness, reliability or content of the information with relation to the Third-Party Fintech Services. Third Party Fintech Services are provided on "as is basis". Licensor shall not be liable for any inaccuracy, error or delay in, or omission of (a) any such data, information or message, or (b) the transmission or delivery of any such data, information or message; or any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance, or (iii) interruption in any such data, information or message, due to any ""Force Majeure"" event or any other cause beyond the reasonable control of Licensor (i) Licensor warrants that it shall use all reasonable endeavours to prevent any modification to the data transmitted to the Bank through the APIs to render the same incorrect. (j) Licensor does not provide any representation and warranty with respect to the IPR of third party fintech services.</p>	
--	--	--	--	---	--

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

137				"Bidder may terminate agreement with prior notice of 30 days:  (i) in the event of non-payment of undisputed invoices beyond the time agreed between the parties; (ii) infringement of intellectual property rights of bidder by Bank or its authorized users."	Please be guided by the RFE
138	8	Eligibility Criteria 3 -e	The bidder must have been in operation for a period of at least 3 Years and providing similar services as on date of RFE with a proven track record of at least one successful collaboration with <b><u>Scheduled Commercial Bank/NBFC</u></b> in India for a minimum period of six months.	Is the experience valid for each of the industry segments mentioned in the Scope of work or a combined experience 6 months in an SCB will suffice?	Please be guided by the RFE
139	8	Eligibility Criteria 3 -e		The bidder requests to increase the successful implementation at a SCB/NBFC to at least 2 and increase the [period of collaboration to 2 years	Please be guided by the RFE
140	8	Eligibility Criteria 3 -b	Firm should be prime bidder and no consortium is allowed for the solution/ services to be offered. No two entities joining (JVs) specific to any project will be considered.	The bidder partner's with fintech's who provide data aggregation and verification services for implementations across segments and scope of work. How will the data [partnerships be handled by the bank.	Please be guided by the RFE
141.	8	Eligibility Criteria 3 -g	<b>a).</b> The firm/company should have achieved minimum annual turnover of ₹ 5 crore from the FinTech business for its Indian operations during preceding financial year.	The bidder requests the bank to increase the annual turnover requirement to 20 Cr in the last financial year i.e. 2020-21	Please be guided by the RFE
142.	9	Eligibility Criteria 3 -o	In case any purchase order has already been issued to the bidder by the Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period or work is not found satisfactory or is pending for execution as on date of bid, the bid of the respective bidder is liable for rejection	The bidder is currently engaged in an ongoing implementation and enhancement of multiple products at the bank, where multiple PO's have been issues and some will be issued during and after the date of the bid. The Bidder request deletion of this criteria	Please be guided by the RFE



**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

143.	11	Scope of Work - 1	<b>Account opening through video KYC for all types of Accounts</b>	The Bidder can build the functionality asked by the Bank and has experience in providing the said service through other Fintech partners at multiple banks and NBFCs. Can the Bidder still apply for the said scope of work? Also, how will the technical scoring happen in this case?	Please be guided by the RFE
144	11	Scope of Work - 2	<b>AI (Artificial Intelligence)/ML (Machine Learning)/Robotics</b>	The Bidder has experience in implementing AI/ML solution across Credit assessment, decisioning, data aggregation, Wealth management, Fraud and compliance etc; Do we have to comply with all the requirements mentioned in the scope as we provide some of the services through Fintech partner integrations and data received from such partners. How will the technical scoring happen in this case	Please be guided by the RFE
145	12	Scope of Work - 3	<b>Data Analytics</b>	Can the Bank explain the analytics requirement in detail across the segments mentioned in the scope?	The detailed scope shall be shared in post empanelment phase during closed RFQ/RFP Process.
146	12	Scope of Work - 6	<b>Reg Techs</b>	Can the bank explain the requirement in detail and also mention the internal systems of the bank which the bidder would need to integrate with?	The detailed scope shall be shared in post empanelment phase during closed RFQ/RFP Process.
147	12	Scope of Work - 7	Agri- Tech	The Bidder is a platform player and has implemented Agri digital journeys (STP and NSTP) with fintech partner integration for data aggregation such as Land records. can the bidder classify as an Agri-tech as per the requirement?	Please be guided by the RFE
148	12	Scope of Work - 8	<b>Open Banking</b>	Can you please explain the requirement in detail? The bidder has experience in Data aggregation and implementation of services through microservices. Can the bidder apply for the open banking scope of work segment?	The detailed scope shall be shared in post empanelment phase during closed RFQ/RFP Process.

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

149	16	Technical Evaluation Criteria - Non-Start ups	Similar Projects (as mentioned in below Table A) experience Executed in Scheduled Commercial Bank /NBFC ( <b>Purchase Order along with Customer Credential letter / Completion Certificate to be submitted</b> )	Can the Bank clarify how the technical evaluation across multiple segments if applicable for a vendor/bidder happen?	Please be guided by the RFE
150	16			Will the Bidder score 10 marks for 7 implementations across RAM segments at multiple banks for Digital asset and liability segment? or does the bidder need to have 7 or more experiences/implementations across each industry segment mentioned in the scope of work ?	Please be guided by the RFE
151	17	Technical Evaluation Criteria Table-B Evaluation of Bids: - FinTech (Other than Start-up) Sl. No. 1	Experience/case studies of relevant experience of projects as per context of this RFE. Relevant Experience of working with Scheduled Commercial Bank / NBFC in India with INR 1 Lakh Crore+ Business,	Kindly request the bank to remove the condition of INR 1 Lakh Crore Business, as this will affect the scoring of MSME like us.	Please be guided by Corrigendum 1 of RFE.
152	59	Performance Statement Format Table of Reference:	Table of Client Reference Format	Kindly request the bank to allow the bidders to use the customer reference letter given by the respective banks for the Purchase order fulfilment.	Please be guided by the RFE
153	60	Annexure- XIV Customer Credential Letter	Annexure- XIV Customer Credential Letter	Kindly request the bank to allow the bidders to use the customer reference letter given by the respective banks for the Purchase order fulfilment.	Please be guided by the RFE
154	12	Scope of Work	Indicative segment	Kindly clarify if the bidder can be evaluated for only specific segments	Please be guided by the RFE
155	16	Technical Evaluation Criteria	Experience of Fintech Similar Projects (as mentioned in below Table-C) experience Executed in Scheduled Commercial Bank / NBFC sector (Purchase Order along with Customer Credential letter/ Completion Certificate to be submitted)	Kindly clarify if the Digital Servicing & Digital Acquisition projects can be considered as similar projects	Please be guided by the RFE
156	2	Cost of RFP	Non-refundable Rs. 50,000/- (Rupees Fifty Thousand only) in the form of DD favouring "Indian Bank".	Kindly provide exemption of MSME companies (including "Medium" category companies as well) with valid proof such as Udyog Aadhaar certificate?	No such Clause exist in the RFE & Please be guided by RFE

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

157	Generic Question	Generic Question	Hardware Sizing	Kindly share the Hardware sizing details as per Worksheet "Hardware Sizing"	Hardware sizing details to be shared in closed RFP/RFQ process (post-empanelment phase of RFE)
158	9	3/k Eligibility Criteria	Positive Networkth	is this clause applicable for Startup?	Please be guided by the RFE
159	15	6/Technical Evaluation/Table A/1	Experience of Bidder	Is it enough to submit the PO along with the reference for implementation in Bank?	Please be guided by the RFE
160	20	Prebid Meeting	Hard copy and Physical meeting	Is there any option available to attend it via video conference? Can we submit digitally signed copy via email?	Please be guided by the RFE
161	13	Wearables	Bank intends to empanel Fintech which have the capability & capacity to offer/design & build solution for the category of electronic devices that can be worn as accessories like smart rings, wristbands, watches etc., which can be utilized for providing various Banking related services.	Need to know about the wearables? How will this be used for banking related services?	Please be guided by the RFE and to be shared in post empanelment phase (closed RFP/RFQ process)
162	12	Metaverse Technology	Bank is looking to create its own metaverse environment to provide its customers a futuristic concept which will be mimicking the physical world using technologies such as virtual reality (VR), augmented reality (AR), artificial intelligence (AI), social media, blockchain etc.	What are the Virtual reality and AR and AI required? What are the social media platforms where this is required?	Please be guided by the RFE and to be shared in post empanelment phase ( closed RFP/RFQ process)
163			General	Deployment Architecture	Please be guided by the RFE and to be shared in post empanelment phase (closed RFP/RFQ process)

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT,  
DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

164			General	No of Concurrent Users	Please be guided by the RFE and to be shared in post empanelment phase (closed RFP/RFQ process)
165			General	Max Transaction per Day	Please be guided by the RFE and to be shared in post empanelment phase (closed RFP/RFQ process)
166			General	Max Size of Write /Transaction year	Please be guided by the RFE and to be shared in post empanelment phase (closed RFP/RFQ process)
167			General	Any Document Upload Permitted	Please be guided by the RFE and to be shared in post empanelment phase (closed RFP/RFQ process)
168			General	Max Size of File in MB	Please be guided by the RFE and to be shared in post empanelment phase (closed RFP/RFQ process)
169			General	Max Files per User	Please be guided by the RFE and to be shared in post empanelment phase (closed RFP/RFQ process)
170			General	Database Backup Policy	Please be guided by the RFE and to be shared in post empanelment phase (closed RFP/RFQ process)
171			General	Database Retention Policy	Please be guided by the RFE and to be shared in post empanelment phase (closed RFP/RFQ process)

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT,  
DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

172			General	DC - DR Policy	Please be guided by the RFE and to be shared in post empanelment phase (closed RFP/RFQ process)
173			General	RPO -- Recovery Point of Object	Please be guided by the RFE and to be shared in post empanelment phase (closed RFP/RFQ process)
174			General	RTO -- Recovery Time of Object	Please be guided by the RFE and to be shared in post empanelment phase (closed RFP process)
175			General	Data Archival Policy	Please be guided by the RFE and to be shared in post empanelment phase (closed RFP/RFQ process)
176	11	Scope of Work - Clause 2	Sub Clause 2- AI/ML/Robotics	We would like to get clarification on application of AI / ML with respect to Security & Compliance. Our query - Is the solution required for only Lending or for both Liability and Lending activities. In case the solution is required other than Lending or Liabilities, can you please elaborate	Please be guided by the RFE and to be shared in post empanelment phase (closed RFP/RFQ process)
177	12	Scope of Work - Clause 9	Sub Clause 2- Metaverse Technology	Does the Bank intend onboard a full stack solution addressing every sub clause in the Scope of Work or is open to onboard a Fintech that can orchestrate a well-integrated full stack module collaborating with focused & expert fintech's in respective technologies	Please be guided by the RFE.

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

178	13	Scope of Work - Clause 10	Sub Clause 2- Wearables	As the part of the holistic solution What needs to be enabled on the wearable devices. Are these limited to alerts & notifications OR includes execution of transactions.	Please be guided by the RFE and to be shared in post empanelment phase (closed RFP/RFQ process)
179	12	4. Scope of Work	Through this Request for Empanelment (RFE), Bank envisages to empanel FinTechs for various requirements of the Bank.	Will bank allow fintech products outside the scope provided in the RFE document? If so, what is the procedure to propose the same - will the bidders provide the scope of the same in the addendum?	Please be guided by the RFE
180	14	Brief Scope and Requirement: 12. Digital Asset & Liability Schemes	Bank intends to empanel FinTechs for building End to end digital journeys for RAM Segment (Retail/Agri/MSME Asset & Liability products) to provide Omni-channel experience accessible from Web, Mobile, Tablet, etc. Web application should be compatible with all browsers which shall include following standard features: - lead management, Customer on-boarding Application submission, Credit decision, Underwriting, Recommendation engine, document management, disbursement, MIS, etc.	Are credit card front end journeys part of Digital Assets/Liability schemes? If not, which part of the scope will they be a part of?	Please be guided by the RFE
181	30	34. Source Code Escrow Agreement	Service Provider shall deposit the source code of the Software and everything required to independently maintain the Software, to the source code escrow account and agrees to everything mentioned in source code escrow agreement.....parties upon the terms & conditions mentioned in source code escrow agreement.	Will the bank or vendor bear the cost of opening and maintaining the escrow account?	Please be guided by the RFE

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

182	28	30. Signing of Pre-Contract Integrity Pact	The bidder should submit Original Executed Integrity Pact along with the technical bid. The Integrity Pact must be executed on stamp paper of applicable value.....Annexure-XVI. (On a Non-Judicial Stamp Paper of appropriate value)	What is the applicable value?	Value of Stamp papers is state specific, kindly provide accordingly.
183	35	41. Confidentiality (iii)	iii. Where if a Party is requested or required by law or by any Court or governmental agency or authority to disclose any of the confidential information, then that Party will provide the other party with prompt notice of such request or requirement prior to such disclosure.	We request that the confidentiality clause is modified as below:  "If allowed, Party will provide the other party with prompt notice of such request or requirement prior to such disclosure"  [ADDITION of words "If allowed"]	Please be guided by the RFE
184	37	46. Inspection of Records and Audit (c.)	c. The Vendor shall provide various audit tools for auditing all the components proposed by the Vendor as part of the solution. The audit tools will need to be provided by the Vendor in the form of application audit reports that can be used by the internal, external, Bank appointed and statutory auditors. The Vendor is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors.	What are the functionalities expected of the audit tool?	Please be guided by the RFE
185	62	Annexure: XVI	Performa for Integrity Pact	Is this submission required on the company letterhead or on stamp paper?	On Stamp Paper
186	68	Annexure: XVII	Non- Disclosure Agreement	Are we required to upload a blank signed NDA prior to empanelment as part of our submission?	NDA to be executed after successful Empanelment.
187	76	Annexure: XVIII	Empanelment Contract Form (On a Non-Judicial Stamp Paper of appropriate value)	What is the required value of the stamp paper?	This is the Post empanelled phase & it will be advised that time to empanelled bidders.

**REPLY OF PRE-BID QUERIES OF RFE Ref No: - PNB/HO/DBTD/PROC/01/2022-23 (REQUEST FOR EMPANELMENT) OF FINTECHS FOR PROCUREMENT, DEVELOPMENT/CUSTOMIZATION OF PRODUCTS/SERVICES IN VARIOUS DOMAINS DATED:26/09/2022**

188	8	3. Eligibility Criteria	The bidder must have been in operation for a period of at least 3 Years and providing similar services as on date of RFE with a proven track record of at least one successful collaboration with Scheduled Commercial Bank/NBFC in India for a minimum period of six months.	Annexure-XIX. - Performance certificate to be provided only from one client? Or Multiple clients are required? please confirm	Please be guided by Corrigendum 1 of RFE.
189	8	3. Eligibility Criteria	Must have development Centre and Technical Support office in India	is Undertaking on company's letter head is sufficient?	Please provide as per Annexure: VIII of RFE
190	11	3. Eligibility Criteria: Other Conditions	5. Bidders can apply for empanelment under in either one area, multiple areas or all the areas depending on the experience of the company as per Annexure V	Any relevant proof or write up needs to be submitted?	Please be guided by the RFE
191	75	Empanelment Contract Form	Empanelment Contract Form	Empanelment Contract Form should be submitted once the bidder has been empanelled, please confirm if our understanding is correct?	Yes, Your Understanding is correct.
192	77	Annexure: XIV - Customer credential letter and Annexure: XIX - Satisfactory Performance Certificate	Annexure: XIV - Customer credential letter and Annexure: XIX - Satisfactory Performance Certificate	Annexure: XIV - Customer credential letter and Annexure: XIX - Satisfactory Performance Certificate, can we submit single document as a proof from the customer/client, since both the documents has same content. Having 2 separate documents with same content from NBFC/Banks is difficult to get.	Please be guided by the RFE & Corrigendum 1 of RFE.