

SNo.	Page #	Point/Section #	Existing Clause	Query Sought	Reply
1	18	52 clause under 2. Scope of Work	Support for the solution should be dedicated.	Please note that nature of services being procured are of SaaS nature. Support is generally shared in SaaS business. Requesting that this clause be modified as below: "Support for the solution should be prompt and as per defined service levels"	RFP Section 2 Scope of Work, Sr No 52 "Support for the solution should be dedicated." is replaced with "Support for the solution should be prompt and as per defined service levels"
2	22	3.1.7 Sub-contracts	In case sub-contracting any of the activities under the scope of this RFP is required, the Bidder needs to notify and take prior permission in writing from OICL.	As a SaaS service, we offer solutions to various BFSI clients. Therefore, it wouldn't be feasible to obtain written permission every time a subcontractor is brought on board. We request OICL to amend this clause to require only notification. Proposed Clause: If subcontracting any of the activities within the scope of this RFP becomes necessary, the Bidder must notify OICL.	As per RFP
3	25	4.3 Compliance	Indemnity would be limited to court - awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by OICL arising out of claims made by its customers and/or regulatory authorities.	Requesting OICL to limit such third party claims to direct, actual and proven claims.	As per RFP
4	26	4.6 Indemnity	The Bidder should indemnify OICL (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from: a) Non-compliance of the Bidder with Laws / Governmental Requirements b) IP infringement c) Negligence and misconduct of the Bidder, its employees, and agents Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages.	1. Requesting OICL for all liabilities and indemnification obligations on the vendor to be limited to direct, actual and proven breaches. 2. Requesting OICL to provide indemnification as well, in case of any (i) non obtainment of consent for processing PII (iii) breach of applicable laws (iv) gross negligence and wilful default. Further, apart from (i) breach from IP infringement, (ii) PII data breach, (iii) gross negligence and wilful default, (iv) breach of applicable laws at Vendors's end and apart from the client's indemnification obligations (as requested above) , request for all other liabilities to be limited to 3 months' fees paid/payable by client to Vendor.	As per RFP
5	26	4.7 Inspection of Records	All Bidder records with respect to any matters covered by this tender shall be made available to OICL or its designees at any time during normal business hours, as often as OICL deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.	Will notice be provided to the Vendor prior to the Audit being conducted? If yes, how many days prior notice may be provided?	As per RFP
6	27	4.12 Confidentiality	Confidentiality	Requesting OICL to make confidentiality obligations in the entire Annexure 11 mutual.	As per RFP
7	28	4.13 Force Majeure	If a Force Majeure situation arises, the Bidder shall promptly notify OICL in writing of such conditions and the cause(s) thereof. Unless otherwise directed by OICL, the Bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.	Requesting OICL to add the following to the same clause: In case of termination of the contract due to a Force Majeure Event, the Bidder shall be entitled to pro-rata fees for the Services accepted or work performed prior to the date of termination of the contract.	As per RFP
8	28	4.15 Termination for Default	Termination for Default OICL may, without prejudice to any other remedy for breach of contract, by 30 calendar days written notice of default sent to the Bidder, terminate the contract in whole or in part: a) If the Bidder fails to deliver any or all of the Solution, Tools and services within the time period(s) specified in the contract, or any extension thereof granted by OICL; or b) If the Bidder fails to perform any other obligation(s) under the contract In the event of OICL terminating the contract in whole or in part, pursuant to above mentioned clause, OICL may procure, upon such terms and in such manner, as it deems appropriate, goods and services similar to those undelivered and the Bidder shall be liable to OICL for any excess costs incurred for procurement of such similar goods or services (capped at 5% differential value). However, the Bidder shall continue the performance of the contract to the extent not terminated.	Requesting OICL for a mutual termination clause. Proposed clause: Termination for Cause. In the event of breach by either Party of any of the terms hereof, the aggrieved Party may give written notice of such breach to the other Party and in case of failure by the other Party to rectify such breach within 15 (fifteen) business days from the date of such breach or where such breach is incurable, the aggrieved Party may forthwith terminate this Agreement in writing. Termination for breach will not alter or affect the terminating Party's right to exercise any other remedies for breach." Termination by Notice for Convenience. Either Party may terminate this Agreement at any time upon 45 days' prior written notice to the other Party."	As per RFP
9	28	4.16 Termination for Insolvency	OICL may, at any time, terminate the contract by giving written notice to the Bidder, without any compensation to the Bidder, whatsoever if:	Requesting OICL to add the following to the same clause: Pro-rata fees for services already rendered should be paid by OICL to the Bidder.	As per RFP
10	31	4.27 Limitation of Liability	Bidder's cumulative liability for its obligations under the contract shall not exceed the total contract value and the Bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving.	With respect to Clause 4.27, we request the limitation of liability clause to be made mutual. Further, apart from (i) breach from IP infringement, (ii) PII data breach, (iii) gross negligence and wilful default, (iv) breach of applicable laws at Bidder's end and apart from the client's indemnification obligations, request for all other liabilities to be limited to 3 months' fees paid/payable by client to Bidder.	As per RFP
11	33	4.33 Regulations, Legal & Compliance	The indemnification obligation contained herein shall survive these Guidelines and your use of our Social Media channels.	With respect to Clause 4.33, requesting OICL that the indemnity should be for direct, actual and proven losses	As per RFP
12	34	4.35 Exit Management Plan	Exit Management Plan	We do not have a mechanism in place that allows for the transfer of the application to OICL's on-premise or to another vendor. This is because the product being used is a SaaS product, and we own the intellectual property behind the services. We request OICL to provide an opportunity for further discussion.	Clarification: As per RFP Clause 4.35 Exit Management Plan: this clause applicable for online eKYC setup implemented specifically as per applicable UIDAI guidelines for OICL.

13	35	Clause F under 4.35 Exit Management Plan	After successful completion of contract terms/termination and if service term not been extended, bidder has to migrate the complete data and cloud infrastructure to on premise/ cloud hosted infrastructure on no extra cost.	As a bidder, we will share data with OICL in near real-time using webhooks and APIs. Also, as a SaaS provider, we do not migrate the data for our clients post-termination. However, we can assist OICL with the APIs they can use to migrate any remaining data if necessary. We request OICL to allow us an opportunity to discuss this further.	Clarification: As per RFP Clause 4.35 Exit Management Plan: this clause applicable for online eKYC setup implemented specifically as per applicable UIDAI guidelines for OICL.
14	35	Clause K under 4.35 Exit Management Plan	Some of the key activities to be carried out by BIDDER for knowledge transfer will include: Prepare documents to explain design and characteristics. Carry out joint operations of key activities or services. Briefing sessions on process and process Documentation. Sharing the logs, etc. Briefing sessions on the managed services, the way these are deployed on cloud and integrated. Briefing sessions on the offerings (PaaS) of the cloud service provider Transfer know-how relating to operation and maintenance of the software and cloud services.	Requesting OICL to delete this clause, as we are a SaaS service, and based on the model, upon termination, all services being rendered are immediately stopped.	Clarification: As per RFP Clause 4.35 Exit Management Plan: this clause applicable for online eKYC setup implemented specifically as per applicable UIDAI guidelines for OICL.
15	36	Clause N under 4.35 Exit Management Plan	The Cloud Service Provider/ Bidder shall inform the Purchaser (OICL), at least 3 months in advance, about the material changes that the Cloud Service Provider is planning to implement in the Cloud Service being consumed by the Purchaser.	As a SaaS service, we offer solutions to various BFSI clients. Therefore, it wouldn't be feasible to inform OICL three months in advance. However, we can inform at least two days in advance for changes that will not require planned downtime. We request OICL to allow us an opportunity to discuss this further.	Clarification: As per RFP Clause 4.35 Exit Management Plan: this clause applicable for online eKYC setup implemented specifically as per applicable UIDAI guidelines for OICL.
16	36	Clause R under 4.35 Exit Management Plan	The bidder needs to provide the latest version of uncompiled source code written by the bidder for online EKYC setup against which AUA/KUA licence will be procured from UIDAI . The uncompiled source code written by the bidder for the above mentioned setup will be the Intellectual Property of the OICL as per the requirement and scope of this RFP. The bidder needs to refactor and migrate the codebase on exit to the new instance without any extra cost to OICL. Bidder cannot use the same code for any other purpose. Bidder needs to submit the code to OICL with proper documentation as mentioned below after deployment. Data Flow Diagram Requirement traceability Matrix Flow Diagram of different module Detail of technology used All the source code with proper documentation. Required Source code versioning tool like Git have to be used and made available to OICL	The source code is an intellectual property (IP) of HyperVerge (Bidder). Since the bidder is a product company and not a service company, we request OICL to provide the rationale behind this requirement.	Clarification: As per RFP Clause 4.35 Exit Management Plan: this clause applicable for online eKYC setup implemented specifically as per applicable UIDAI guidelines for OICL.
17	37	5. Bid Documents	Bid Documents	Requesting OICL to provide a check list for all the documents that are required to be submitted as part of the Bid Submission	As per RFP
18	38	Point 5 under 5.2 Technical Bid Documents	Escalation matrix	Requesting OICL to give a format for the Escalation Matrix	As per RFP
19	38	Point 6 under 5.2 Technical Bid Documents	Detailed Design Document	Requesting OICL to give a format for the Detailed Design Document	As per RFP
20	38	Point 7 under 5.2 Technical Bid Documents	Part coded Technical Bill of Material	Requesting OICL to elaborate on the requirement	As per RFP
21	38	Point 8 under 5.2 Technical Bid Documents	Implementation plan	Requesting OICL to give a format for the Implementation Plan	As per RFP
22	38	Point 9 under 5.2 Technical Bid Documents	Datasheets of Proposed Projects	Requesting OICL to elaborate on the requirement	As per RFP
23	41	6. Service Level Agreement	Response Time and Resolution Time	1. Latency of more than 2 seconds can occur during business as usual (BAU) operations as well. As bidders, we have database check APIs and computation-intensive APIs like OCR that may take more than a few seconds in certain cases. Hence, we request OICL to not classify this as degradation and, ultimately, to extend the acceptable time period of disruption to 8 hours. 2. We also request OICL to grant us an opportunity to further discuss the resolution time for change requests/updates. We believe the timelines are very stringent, and as a service provider, it may not be feasible to accommodate all the change requests that OICL submits.	Clarification: this clause is not applicable for the work flows dependent on third party APIs/ Services
24	61	9.11 Annexure 11: Non-Disclosure Agreement	Confidential Information" means and includes all information disclosed/furnished by The Oriental Insurance Company Ltd to the Vendor	Requesting OICL to make confidentiality obligations in the entire Annexure 11 mutual.	As per RFP
25	62	9.11 Annexure 11: Non-Disclosure Agreement	Upon termination of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed if incapable of return. The destruction shall be witnessed, and so recorded, in writing, by an authorized representative of each of the parties.	Requesting OICL to clarify if only the deletion of Personal Information is acceptable. As a Service Provider, we do not return the data but automatically purge it based on the data storage policy.	As per RFP
26	63	9.11 Annexure 11: Non-Disclosure Agreement	The Vendor hereby agrees and undertakes to The Oriental Insurance Company Ltd that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to The Oriental Insurance Company Ltd, all information received by it from The Oriental Insurance Company Ltd for the Purpose	Requesting OICL to clarify if only the deletion of Personal Information is acceptable. As a Service Provider, we do not return the data but automatically purge it based on the data storage policy.	As per RFP

27	75	10.1 Appendix 1: Minimum Technical Specification	Officially Valid Documents (OVD) (Upload and Extraction) 1. Voter ID 2. Passport 3. Driving License 4. PAN Card and / or IT Form 60 5. Aadhaar Card	Requesting OICL to clarify if OCR on IT Form 60 is required. If not, would a feature to upload the same be acceptable?	The solution should be able to cater to KYC guidelines in place by regulators including IRDAI and should be able to create, upload and update KYC records with CERSAI
28	15		The solution should enable the OICL official to carry out a liveness check in order to guard against spoofing and such other fraudulent manipulations	Is liveness required as a separate solution or it needs to be bundled with validation APIs ? Requesting OICL to confirm.	Liveness is RFP requirement, solution should support liveness feature in the concerned work flows only
29	16	35	Solution should have the ability to accept files which can be uploaded by the customer in reference to complete the KYC.	Need a clarity on the files that can be expected from the customers. Requesting OICL to confirm.	All file formats except executable file formats and/ or any other format to be barred from security point
30	17	43	The Bidder should Provide workflow for maker-checker implementation.	Need a clarity on whether maker checker is required for Verification services or Video KYC only. Requesting OICL to confirm.	maker checker is RFP requirement, solution should support maker checker feature in the concerned work flows only
31	17	44	The Solution should have the capability to support multi-channel ecosystem for Distributors and DSAs (Direct Selling Agent).	Requesting OICL to provide a clarity on the exact capabilities / functionalities expected here.	The solution should be customizable to provide KYC services as per the requirement of 3rd party business partners of OICL
32	18	50	Reports need to be customizable as per OICL's requirement.	Requesting OICL to provide a clarity on the exact report fields required.	As per RFP
33	12	Eligibility Criteria, Point no. 5	The bidder should have a minimum of 1 crore /year hits/volumes for KYC authentication which includes total number of C-KYC Download, Aadhaar XML, Digi Locker and OCR API calls for last 3 financial years (2020-21, 2021-22 and 2022-23).	Requesting OICL to confirm what documentary proofs are expected/required here. As the volume mentioned in the RFP is min of 1 Cr which is quite an extensive volume, we need to understand the documentary proofs that would suffice the ask.	"Self-Declaration letter by Bidder authorized signatory with proof." is replaced with "Self-Declaration letter by Bidder's authorized signatory"
34	14	Scope of work	The selected bidder shall perform activities of Integration, Configuration, Deployment, Customization, Commissioning, Testing, Training & Capacity Building.	Requesting OICL to clarify the mode of deployment here. Whether it is going to be an On-premises deployment, Multi-tenant deployment or Dedicated cloud deployment.	The setup should be cloud native solution on multi tenant or dedicated MetTy empannelled cloud .
35	17	Scope of work, Point no. 40	The Solution Should support Business Rule Engine that can help in automated decision making.	BREs are prepared/decided by the client. Requesting OICL to elaborate the requirement here. Kindly let us know what output/outcome is expected.	The solution should be customizable to implement changes or additional requirements in terms of changes in KYC/AML guidelines
36	17	Scope of work, Point no. 45	The System should be capable of showing all applications through Distributors and DSAs on a single interface.	DSA/Distributors are third party agents. This will lead to exposing data to the third party. We can only share login credentials with OICL. Requesting OICL to elaborate on the requirement.	The solution should be customizable to provide KYC services as per the requirement of 3rd party business partners of OICL
37	18	Scope of work, Point no. 58	The solution should be customizable to support the approved AML policy of OICL and any amendments there off.	We understand Rule changes will happen at OICLs end. We will only be providing AML Sanction Screening as a service. What is the scope of customization in OICLs AML policy? Requesting OICL to elaborate on the exact customization that could be expected.	The solution should be customizable to implement changes or additional requirements in terms of changes in KYC/AML guidelines
38	11	Schedule of Events	Last Date and Time for submission of Bids 02/11/2023, 3:00 PM	The current date of bid submission is 02/11/2023, 3:00 PM. Requesting OICL to provide an extension of two weeks. Given the festive season, teams won't be available, hence, we are requesting for the extension.	Will Be informed shortly
39	39	Technical Evaluation - Bidder Experience	Marking criteria for similar projects in nature in last 5 years 1. Five projects, out of which Three with Insurance Company : 70 marks 2. Five projects, out of which Four with Insurance Company : 85 marks 3. Five projects, out of which Five with Insurance Company : 100 marks Marking criteria for MSE 1. Two projects, out of which One with Insurance Company : 70 marks 2. Two projects, out of which Two with Insurance Company : 100 marks	Since we have experience in multiple segments, requesting OICL to kindly revise the marking criteria for similar projects in nature in last 5 years, providing a relaxation of submission of projects in Insurance or Banks or NBFCs all domains and not restricted to Insurance only. For the point - Five projects, out of which Five with Insurance Company : 100 marks - Requesting to revise this to Two with Insurance company, rest with Banks or NBFCs.	As per RFP
40	12	1.6 Eligibility Criteria	The Bidder should have a minimum turnover of Rs. 5 crores per annum in last three financial years (2020-21, 2021-22 and 2022-23).	We understand that this clause is exempted for the MSME organization	MICRO and SMALL Enterprises (MSE) are exempted
41	12	1.6 Eligibility Criteria	Bidders must have a minimum of 5* client references from Insurance Company/BFSI/NBFC. *Only 2 for MSE	We understand that the MSME can show just 2 references	2 (two) Client References are required from MICRO and SMALL Enterprises (MSE)
42	12	1.6 Eligibility Criteria	Bidders must have run KYC implementation projects with a minimum of 5* financial institutions out of which minimum 3** must be from Insurance Companies. * Only 2 for MSE ** Only 1 for MSE	Can you clarify if this 2 references or 1 Reference for MSME	Clarification:For MICRO and SMALL Enterprises (MSE): implementation projects with a minimum of 2 financial institutions out of which minimum 1 must be from Insurance Companies.

43	15	Scope of Work/Particulars	9 Successful bidder will provide the training to concerned OICL's officials (minimum 25 officials) on train the trainer model for all proposed features and functionalities. Such training shall be before the Go-Live. After Go-Live, selected bidder shall provide training to users within 3 days of release of any functionality related upgrade of supplied KYC software application. The selected bidder shall also provide the necessary process related notes of such functionality related upgrades. Bidder shall share the training documents after the training is conducted. Bidder to also arrange refresher training after 1 year of project	a) Will training be an ongoing process ? B) Can Training be online ? C) If 25 resources are required onsite then can they be reduced during retraining process ?	As per RFP
44	17	Scope of Work/Particulars	37 The platform shall support integration through APIs and SDKs and sending a link to the customer for completing KYC and enable customer KYC in various platforms like OICL core system (INLIAS) , OICL web portal and mobile app , agent portal, insurance partners, Third party tie ups including OEMs , web aggregators and Brokers etc.	Will the APIs for integration be provided by the department ?	As per RFP
45	17	Scope of Work/Particulars	47 The software should have real-time analytics of various metrics such as: Rejections /Acceptance /Pending	will it be required to provide details for rejection cases ?	Yes
46	17	Scope of Work/Particulars	48 The system should provide a console to view summary & detailed reports/ MIS of messages or notification sent/received.	What are the kind of notification required ?	As per RFP, clarification : the bidder is not required to send any e-mail/SMS notification to the entity whose KYC is being done/OICL customers
47	18	Scope of Work/Particulars	55 The platform should be able to detect (i) fake documents, (ii) identify theft, (iii) spoofing e.g. different face used from the photo ID or vice versa, (iv) Physical presence of document (e.g. capture from screen or screenshot to be detected, colour photocopy to be detected) conducting real time facial similarity test: The platform should be able to perform facial match of the captured selfie with the picture present on the document. (V) Age validation, Facial recognition, Visual authenticity, Image integrity, identifying compromised documents. (VI) Solution should guard against Impersonation Risk. (VII) Solution should be able to Detect & Deter one individual trying to onboard multiple times with same or different documents.	Are there any guidelines set by the department to deduct fake documents ?	The capability asked for is related to catering to the KYC guidelines in place by regulators including IRDAI and should be able to create, upload and update KYC records with CERSAI
48	23	3.1.7 Sub-contracts	In case sub-contracting any of the activities under the scope of this RFP is required, the Bidder needs to notify and take prior permission in writing from OICL. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for the performance of all obligations under the RFP, irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also be responsible for payment of all dues and contributions, as applicable, including any statutory requirement and compliance. No additional cost will be incurred by OICL on account of sub-contract, if any	What are the notification required to be provided for sub-contracting	As per RFP
49	24	3.1.14 Payment Terms	25% on go live of online eKYC with UIDAI, 25 % after 6 month of go live, 25% after 18 month of go live, 25% after 30 month of go live, for partial tenures pro rata payment will be made	Only 25% is payable on go live. Request this to be 50% after go live.	As per RFP
50	68	9.14 Annexure 14:	Manufacturers Authorization Format	The format of MAF may be different but the contents may be the same.	As per RFP
51	NA	General	No of Concurrent Users	How many concurrent users are there	Sizing to be decided by the bidder as per the desired latency and considering number of policies mentioned in the clause 1.1 About the Company , considering availability of the solution 24x7
52	NA	General	Max Transaction per Day	What is the number of transactions per day	Sizing to be decided by the bidder as per the desired latency and considering number of policies mentioned in the clause 1.1 About the Company , considering availability of the solution 24x7
53	NA	General	Max Size of Write /Transaction year	Need the maximum size of write transaction per year	Sizing to be decided by the bidder as per the desired latency and considering number of policies mentioned in the clause 1.1 About the Company , considering availability of the solution 24x7
54	NA	General	Any Document Upload Permitted	Is there any document upload required	Sizing to be decided by the bidder as per the desired latency and considering number of policies mentioned in the clause 1.1 About the Company , considering availability of the solution 24x7

55	NA	General	Max Size of File in MB	What is the file Upload size in MB	Sizing to be decided by the bidder as per the desired latency and considering number of policies mentioned in the clause 1.1 About the Company , considering availability of the solution 24x7
56	NA	General	Max Files per User	What is the file upload per user required	Sizing to be decided by the bidder as per the desired latency and considering number of policies mentioned in the clause 1.1 About the Company , considering availability of the solution 24x7
57	NA	General	Database Backup Policy	What is the database back policy	Sizing to be decided by the bidder as per the desired latency and considering number of policies mentioned in the clause 1.1 About the Company , considering availability of the solution 24x7
58	NA	General	Database Retention Policy	What is database retention policy	Sizing to be decided by the bidder as per the desired latency and considering number of policies mentioned in the clause 1.1 About the Company , considering availability of the solution 24x7
59	NA	General	DC - DR Policy	What is Data recovery policy	Sizing to be decided by the bidder as per the desired latency and considering number of policies mentioned in the clause 1.1 About the Company , considering availability of the solution 24x14
60	NA	General	RPO -- Recovery Point of Object	What is the required recovery Point of Object	Sizing to be decided by the bidder as per the desired latency and considering number of policies mentioned in the clause 1.1 About the Company , considering availability of the solution 24x15
61	NA	General	RTO -- Recovery Time of Object	What is the Recovery Time of Object	Sizing to be decided by the bidder as per the desired latency and considering number of policies mentioned in the clause 1.1 About the Company , considering availability of the solution 24x16
62	NA	General	Data Archival Policy	What is the Data Archival Policy	Sizing to be decided by the bidder as per the desired latency and considering number of policies mentioned in the clause 1.1 About the Company , considering availability of the solution 24x17
63	NA	General	What is Project Budget ?	What is the Project Budget ?	Not relevant