RFP 122020 - Supply, Installation, Implementation, Integration and Maintenance of MIS, RBI ADF, RBI ADEPT & RBI CIMS Project					
Reply to Pre-Bid Queries Raised by Bidders					
Sl.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
1	11	1.2. Introduction	The period of contract shall be for a period of five years. The contract period will **start from the date of Go-Live of the solution.**	Consider modifying the statement as "The period of contract shall be for a period of five years. The contract period will **start from the date of UAT completion.**"	The period of contract shall be for a period of five years. The contract period will start from the date of Go-LIVE of the solution which is (start from the date of UAT completion of CDR and 60% of the developed Reports.)
2	28	3.2.7. Facility Management	Any service, which forms a part of facilities management that is not explicitly mentioned in this RFP as excluded, would form part of this RFP, and the Bidder is expected to provide the same at no additional costs to the Bank.	Any service / requirement is not part fo RFP or that is not explicitly mentioned in this RFP as excluded, and required for RFP, **should be processed as change request.**	Any major change in role of FM resources not explicitly mentioned in RFP will be decided mutually, depending on the task complexity and load.
3	40	3.8. Indicative details of L1, L2 & L3 Support	Bidder has the right to withdraw its personnel. The Bidder will replace such individual(s) promptly by other sufficiently skilled, qualified, and experienced person(s) at no extra cost to the Bank.	While we are fine with the clause, however, the term "promptly" might create unwarranted ambiguity between parties at a later stage. Hence we humbly propose replacement within 45 days from the date of request. .	Bidder has the right to withdraw its personnel. The Bidder will replace such individual(s) at least 15 days prior to withdrawal by other sufficiently skilled, qualified, and experienced person(s) at no extra cost to the Bank. Bidder should ensure thorough knowledge transfer before the withdrawal of such personnel.
4	45	4.17. Source Code	Source code audit of the entire solution developed for the bank, to be done with a written notice of 10 days.	**Source code audit should be limited to the development done for the Bank with a written notice of 30 days.** Core product source code shall be out of scope of such audit.	Please refer clause 4.17, Bank is not purchasing any application software product from the vendor. Vendor request is not valid for the application software. For other licenced software, Bank may ask for Audit at its discretion.
5	46-47	4.3. Limitation of Liability Clause	Under no circumstances Bank of Maharashtra shall be liable to the selected vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank of Maharashtra has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.	While we are principally fine with the liability cap suggested in clause, however, your good office is humbly requested to make this portion of clause mutual. We are fine to assume the liability for direct damages arising solely out of breach of our contractual obligations.	No Change
6	47	4.4. Service Continuity / Contract Extension	No timelines specified for exit assistance in case of expiry of agreement.	We humbly request your good office to cap the timelines for exist assistance to max. of 6 months like it is there in case of termination of agreement Further, we humbly propose that the exit assistance shall be made subject to mutually agreed fees & charges.	After the expiry of contract till any alternate arrangement is made the exit assistance shall be made at existing fees and charges mentioned in SLA.
7	47-49	4.6. Confidentiality	The bidder shall not, without the written consent of the Bank, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of the Bank in connection therewith, to any person(s). The confidentiality obligations shall survive the expiry or termination of the agreement between the bidder and the Bank.	Your good office is humbly requested to make this clause mutual, as during the business engagement, Bidder would also be sharing its confidential information, which would reasonably get protected. You are also requested to add following exceptions in subclause 5: (i) is independently developed by the Receiving Party without use of the Confidential Information; (ii) is approved for release (and only to the extent so approved) by the Disclosing Party The confidentiality obligation shall survive 5 years after the expiry or termination of the agreement.	No Change.
8	50	4.8. UAT – User Acceptance Test to read with Cl. 5.7 Acceptance Test	The Solution will be deemed accepted only when all the functionalities as per the Scope are provided, commissioned and accepted by the Bank or the Bank Appointed Consultant. The system is subject to an Acceptance Test after completion of installation, Acceptance Test shall be done by BoM designated team for a minimum period of 5 weeks.	Considering payments being dependant upon acceptance certificate, we humbly request your good office to have shorter timelines for concluding acceptance. Your good office would acknowledge that continuous infusion of funds is imperative to keep the project up and running and longer timelines may have direct impact on the same.	Payment is linked to the receipt of acceptance of achievement of milestones.
9	51		Bidder must have service to support the following: Maximum 48 hour resolution time including the response time of 2 hours. If the issue is not resolved within 48 hours then penalty @ 1% of ATS cost will be deducted for each day of default subject to **maximum of 15% amount of ATS cost for that quarter.**	Request to modify the clasue as Bidder must have service to support the following: Maximum 48 hour resolution time including the response time of 2 hours. If the issue is not resolved within 48 hours then penalty @ 1% of ATS cost will be deducted for each day of default subject to **maximum of 5% amount of ATS cost for that quarter.**	No Change.

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10	52-53	4.16.(d)(e)General Provisions	Access to documents/information/records without any necessary caveats.	While we are principally fine with BOM's right for audit and inspection, however, we humbly request your good office to have the said audit/inspection subject to below caveats: . • Audit should ideally be conducted once per annum subject to prior written notice as mutually agreed between parties; • use of any third party auditor that is a competitor of Company shall be subject to Company 's prior written approval, such approval not to be unreasonably withheld or delayed; • Client or any auditor conducting any such audit shall at all times comply with any and all reasonable security and confidentiality guidelines and other policies of Company with respect to the audit. • Client shall not be entitled to audit: (a) data or information of other customers or clients of Company; (b) any cost information unless such is the basis of a billable expense; (c) Company's quality assurance reviews, contract management reports, and security functions; (d) third parties except to the extent Company has the right to grant such rights, or (v) any other Confidential Information of Company that is not directly relevant for the authorised purposes of the audit.	Audit will be limited to Bank's data and related servies.
11	52-53	4.16.(b)General Provisions	In the event of any claims being made on the Bank, on account of any breach or non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made or deficiency in service by Successful Bidder. Bidder undertakes to pay on first demand made by the Bank of any amount on this account without any demur, contest or protest whatsoever within 7 working days of the demand being made.	While we are principally fine with the clause herein, however, we humbly request your good office to delete the phrase highlighted in red as the contract provides ample amount of remedies against service provider's breach of contractual obligation. Also, we humbly request your good office to make the clause subject to reasonable hearing rather taking away the right of demur, protest etc., which might disentitle service provider to provide reasoning in bonafide cases.	No Change
12	56	5.8. Payment Terms	a) Enterprise License Cost 70% of the Product Cost will be paid immediately after delivery of Licenses in Bank's Name and successful installation of the product at both DC and DR site for the MIS, RBI ADF PROJECT, RBI ADEPT and CIMS Project of the bank. 20% will be paid after completion of 60 % of reports and 10% will be paid after development of all reports.	Kindly modify Enterprise License Cost payment term as **100% of the Enterprise License cost shall be paid immediately on delivery of the licenses at both DC and DR site or the MIS, RBI ADF PROJECT of the bank.**	No Change
13	56	5.8. Payment Terms	b) Implementation Cost 10% on System Requirement Specification and analysis 10% on Completion of Gap Analysis and Implementation of CDR with the Hardware provided by Bank. 45% on UAT Sign Off of 60% Reports 20% on UAT Sign Off of 80% Reports 15% on Completion of Project Implementation (100% of Project Implementation)	Kindly modify Implementation Cost payment term as **15% on System Requirement Specification and analysis** **15% on Completion of Gap Analysis and Implementation of CDR with the Hardware provided by Bank.** **50% on UAT Sign Off of 60% Reports** **15% on UAT Sign Off of 80% Reports** **5% on Completion of Project Implementation (100% of Project Implementation)**	No Change
14	56	5.8. Payment Terms	c) AMC / ATS (After expiry of one year warranty period) Payable quarterly at the end of each quarter	Kindly modify AMC / ATS (After expiry of one year warranty period) payment term as **Shall be paid yearly advance at each year**	No Change
15	56	5.8. Payment Terms	d) Onsite Facility Management Support Charges Payable quarterly at the end of each quarter after the Go-Live date	Kindly modify Onsite Facility Management Support Charges **Shall be paid monthly at the end of each month after the Phase 1 implementation.**	No Change
16	57	5.8. Payment Terms	(e)The Bank will pay invoices within a period of 90 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 30 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved.	We humbly request your good office to have this payment timelines for disbursement of invoices to be reduced to 30 days from 90 days..	No Change. Bank will try to settle all undisputed invoices within minimum possible time.

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17	59	5.13. Penalty	The changes made in the solution during AMC Period against Change Requests should be completed within the quoted timeframe with quality. Penalty will be deducted @ 1% of Total CR Implementation Cost for each day of non-completion beyond the quoted timeframe for the same Change Request, with a maximum up of **30% of Total CR Implementation Cost for the same Change Request.**	Request to modify the clasue as The changes made in the solution during AMC Period against Change Requests should be completed within the quoted timeframe with quality. Penalty will be deducted @ 1% of Total CR Implementation Cost for each day of non-completion beyond the quoted timeframe for the same Change Request, with **a maximum up of 5% of Total CR Implementation Cost for the same Change Request.**	No Change
18	59	5.13. Penalty	The bidder will have to pay the penalty amount as and when demanded by the bank, within 15 days from the demand date, otherwise bank reserves the right to invoke performance bank guarantee for recovery of the penalty amount.	Suggest to remove this clause and repalce as **"The bidder will have to issue credit note for the penalty amount as and when demanded by the bank within mutually agreed period."**	No Change.
19	60	5.13. Penalty	**Replacement of FM Resource:** Replacement of FM Resource: If any onsite FM resource is unable to attend the duties due to any personal or official reasons excluding accepted leaves, bidder is expected to depute the resource having same knowledge/ competence within 1 day. - 1% of Quarterly Facility Management Resource Cost for every day beyond the prescribed timelines to the Maximum of **15% of the Quarterly Facility Management Resource Cost**	Resource penalty is not accepted. Propose removal of this clasue.	Replacement of FM Resource: If any onsite FM resource is unable to attend the duties due to any personal or official reasons excluding accepted leaves, bidder is expected to depute the resource having same knowledge/ competence within 1 day. 1% of Quarterly Facility Management Resource Cost for the respective resource category for every day beyond the prescribed timelines to the Maximum of 15% of the Quarterly Facility Management Resource Cost under respective resource category.
20	61	5.14. Liquidated Damages	If supplier fails to deliver any or all products, services within stipulated time schedule specified in the contract and as per satisfaction of the Bank, as specified in the RFP, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, a sum equivalent to 1% of the price for each week of delay until actual delivery of the services up to a **maximum of 10% of the cost of that particular product, services.** The purchaser has right to cancel the order in case delivery of products, services not delivered within stipulated time schedule.	Request to modify the clause as If supplier fails to deliver any or all products, services within stipulated time schedule, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, a sum equivalent to 1% of the price for each week of delay until actual delivery of the services up to a **maximum of 5% of the cost of that particular product, services.**	No Change
21	61	c) Not Acceptance/ Non Execution of Order	In case the bidder refuses to accept / execute the order, Bank will procure the same from the respective OEM as per terms & conditions and rate accepted by OEM. The bidder has to bear the different cost of the item/ product (Bank is having all the rights to recover the difference/ penalty amount from PBG as well as any amount payable to the bidder). If required, Bank may also take action against the bidder and blacklist them without any correspondence in this regard.	Propose removal of this clasue.	In case the bidder refuses to accept / execute the order, the bidder will loose the EMD and the Bank may blacklist the bidder. It is the responsbility of OEM to accept the order and get the work done by bringing any appropriate partner acceptable to the Bank at the same cost.
22	62	5.16. Exit Option and Contract Re-Negotiation	The Bank reserves the right to cancel the contract, in whole or in part, in the event of happening one or more of certain Conditions. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.	While we are principally fine with the clause, however, we humbly request your good office to make the renogitation and pricing thereafter subject to mutual agreement for abundant clarity.	No Change.
23	63	5.17. Effect of termination	Bank shall make such prorated payment for services rendered by the bidder and accepted by Bank at the sole discretion of Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date.	Your good office would acknowledge that until the effective date of termination, the successful bidder shall be bound to render services. In view of the same, it would be reasonable for service provider to expect payment of charges until then. Hence, your good office is humbly requested to remove this clause, making payment subject to discretion, which is also industry non-standard.	No Change
24	65	5.24. Termination of Contract	The quality of services given by the bidder & progress of the project will be reviewed fortnightly and if the services are not found satisfactory, the bank reserves the right to terminate the contract by giving 30 days' notice to the bidder, including 15 days curing period. Bank can terminate by giving 90 days notice for any valid reason.	We envisage longer business relationship and accordingly for maintaining the continuity of the business engagement, we humbly request your good office to increase the cure period from 15 days to 30 days considering the scope envisaged herein. Further, the term "satisfactory" is extremely subjective, and is unwarrantedly causing ambiguity.	No Change. Every Unsatisfactory event will be recorded.

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25	65	5.23 – Indemnity	The bidder shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes 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 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.	We humbly request your good office to have this clause deleted as there are ample amount of remedies available in the contract against breach of contractual obligation.	No Change
26	85	7 - ANNEXURE XIII: PERFORMA FOR INTEGRITY PACT	The Bidder undertakes that it has not supplied / is not supplying similar products/ systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	The clause being industry non-standard, your good office is humbly requested to have this clause deleted. Pricing of products/systems/services depends on the location, volume and other incidental aspects and accordingly, would not be reasonable to put them in water tight compartment.	No Change
27		Additional		**Overall all penalties to be capped to maximum of 5% of the Implementtion cost during implementtion period and 5% of yearly AMC/ATS cost during AMC/ATS period.**	No Change
28	69	Annexure 3: Compliance to Eligibility criteria (Point no 1)	The Bidder and OEM should have an average turnover of at least 30 Cr in FY 2017-18, FY 2018-19 and FY 2019-20 each. However, if the Bidder is a MSME, the average turnover clause is relaxed and the MSME bidder should have at least 20 Cr average turnover in FY 2017-18, FY 2018-19 and FY 2019-20 each	Bidder and OEM Turnover should be 500 crore. Remove MSME clause	No Change
29	70	Annexure 3: Compliance to Eligibility criteria (Point no 6)	The Bidder and OEM should have at least one of the below mentioned certificate which is valid as on the date of RFP submission ☐ ISO 9001:2015 or above ☐ CMMI Level 3 or above	CMMI Level 5 or above	The Bidder / OEM should have at least one of the below mentioned certificate which is valid as on the date of RFP submission • ISO 9001:2015 or above • CMMI Level 3 or above
30	16	b) Technical Bid	b) Technical Bid The Technical Bid envelope should also include a Pen drive containing the soft copies of the Technical bid with annexure and formats.	Request the bank to consider providing soft copy in CD instead of Pen drive.	No Change
31	17	2.12. Earnest Money Deposit	2.12. Earnest Money Deposit The BG should be submitted at the time of bid submission. The EMD should be from any scheduled commercial bank other than Bank of Maharashtra. In case of a Bank Guarantee from a bank other than an Indian Public Sector Bank, prior permission of Bank is essential.	Since our bankers are Kotak Mahindra Bank. We will be providing the EMD guarantee from the said Bank. Trust this will meet your requirement and confirmation.	EMD Gaurantee from Kotak Mahindra Bank is acceptable.
32	17	2.12. Earnest Money Deposit	2.12. Earnest Money Deposit The PBG shall be submitted within 15 days of the PO issued from Bank.	Request the Bank to consider 30 Days for submission of Performance Bank Guarantee from the date of acceptance of Purchase Order.	No Change
33	22		**Feature: API** **Description:** Provides an API for integration with other Bank's web applications	What kind of API (channel/formats) exposure expected?	Will be shared with the successful bidder.
34	26	3.2.4. MIS Database	3.2.4. MIS Database The system should have facility of storing and processing of frozen data such as Month-end/Quarter-end/Half Yearly data.	Request the bank the period up to which to be kept in the live server.	Please refer Page 38; Point 11
35	33		After the completion of One year of warranty from the Go-Live Date, the bidder will maintain the software for 4 years as a part of ATS. The comprehensive charges for 5 years including one year of Warranty period and 4 years of ATS Period would form part of TCO (Total Cost of Ownership).	Whether ATS cost of Oracle DB will also be excluded in TCO?	All cost mentioned in Bill of Material except for the licenses provided by bank will be a part of TCO.
36	34		**s.** The ownership of the Software/ Firmware licenses shall be that of the Bank from the date of delivery and installation of the same.	We trust that the ownership rights will be restricted only for the proposed project.	Yes
37	38		For business exigency, the onsite personnel shall be called during non-working hours and holidays also.	Whether additional costing per man day will be provided for the same?	No additional costing will be accepted. All FM related cost is as quoted in Bill of Material.

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38	44	3.10.4. Combined Techno Commercial Weighted Evaluation	**3.10.4. Combined Techno Commercial Weighted Evaluation**	It appears in the example table under sl.no.1 for bidder AAA, the (A) column figure to be 58.33 instead of 40.83 and the final total score works out to 80.83 instead of 60.33. Please confirm.	Yes, the column figure of A for the bidder AAA should be 58.33 instead of 40.83 and the final score is 80.83.
39	51	4.14. Manufacturer's Authorization Form	**4.14. Manufacturer's Authorization Form** **Bidder, other than sole agents in India of the manufacturers, must submit a letter of authority from their manufacturers that they have been authorized to quote on behalf of the manufacturer. Authorization from authorized distributors/dealers for software items is acceptable.**	As the proposed solutions are In-House developed. We shall give an undertaking on our letter head to this effect. We also own the IPR for the same.	Undertaking on your Letter head with the signature of the authorized person is acceptable.
40	55	5.4. Performance Bank Guarantee	**5.4. Performance Bank Guarantee** **a. The successful bidder shall provide a Performance Guarantee within 15 days of awarding the contract, which will be for the period from the date of receipt of the order or signing of the contract, whichever is earlier, in the format as provided in Annexure XVII to the extent of 10% of the total TCO**	Request the Bank to consider 30 Days for submission of Performance Bank Guarantee from the date of acceptance of Purchase Order. In case we emerge as L1 vendor we will be providing the performance Guarantee from Kotak Mahindra Bank limited. Request your confirmation.	No change for number of days. Performance BG from Kotak Mahindra Bank is acceptable.
41	57	5.10. Warranty	**5.10. Warranty** **Service support should be available on 24 x 7 x 365 basis**	In the RFP document (Commercial Sheet) under reference the Bank has stated that they need support staff for 22 days in a month. Request a clarification.	Service support should be available on 24 x 7 x 365 basis
42	58	5.11. Annual Technical Support	**5.11. Annual Technical Support** **The quoted rates for ATS shall include all Taxes, Statuary levies etc. except GST which will be paid on actual basis. The quoted ATS rate would be applicable for proactive support on 24 x 7 x 365 basis. ATS would cover all software including application without any exceptions.**	In the RFP document (Commercial Sheet) under reference the Bank has stated that they need support staff for 22 days in a month. Request a clarification.	Onsite resources will have to attend office everyday except Bank Holidays. However, if any exigency arises in the Bank holidays, the onsite resources will have to attend office to provide support without any extra cost to Bank.
43	59	**5.13. Penalty**	5.13. Penalty	The penalty clause may be discussed with the successful bidder.	No change
44	69	**ANNEXURE III: COMPLIANCE TO ELIGIBILITY CRITERIA**	1. The Bidder and OEM should have an average turnover of at least 30 Cr in FY 2017-18, FY 2018-19 and FY 2019-20 each. However, if the Bidder is a MSME, the average turnover clause is relaxed and the MSME bidder should have at least 20 Cr average turnover in FY 2017-18, FY 2018-19 and FY 2019-20 each.	Our audited balance sheet is not yet ready. Hence request the Bank to accept balance sheet for the FY 2016-17, 2017-18, 2018-19. We shall attach CA certificate for these years.	Bidder will have to submit audited Balance Sheet of FY 2017-18, 2018-19. If the audited Balance sheet of FY 2019-20 is not ready before the last date of submission of Tender Documents, the bidder will have to submit the Chartered Accountant Certified Provisional Balance Sheet. Bidder should submit a letter on the bidder's letter head with signature of authorised signatory stating that the bidder will submit the Audited Balance Sheet by 31/12/2020. It will be bound by the eligibility criteria rules. There should not be any deviation of more than 5% between the Provisional and final balance Sheet.

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45		ANNEXURE III: COMPLIANCE TO ELIGIBILITY CRITERIA	The Bidder and OEM should either have made Net Profit OR have positive Net Worth during last three financial years viz. FY 2017-18, FY 2018-19 and FY 2019-20 each.	**Commencement of Business:** **Extract of Section 10A. Commencement of business etc.** **(1) A company incorporated after the commencement of the Companies (Amendment) Ordinance, 2018 and having a share capital shall not commence any business or exercise any borrowing powers unless—** **(a) a declaration is filed by a director within a period of one hundred and eighty days of the date of incorporation of the company in such form and verified in such manner as may be prescribed, with the Registrar that every subscriber to the memorandum has paid the value of the shares agreed to be taken by him on the date of making of such declaration; and** **(b) The company has filed with the Registrar a verification of its registered office as provided in sub--section (2) of section 12.** **(2) If any default is made in complying with the requirements of this section, the company shall be liable to a penalty of fifty thousand rupees and every officer who is in default shall be liable to a penalty of one thousand rupees for each day during which such default continues but not exceeding an amount of one lakh rupees.** **(3) Where no declaration has been filed with the Registrar under clause (a) of sub-section (1) within a period of one hundred and eighty days of the date of incorporation of the company and the Registrar has reasonable cause to believe that the company is not carrying on any business or operations, he may, without prejudice to the provisions of sub-section (2), initiate action for the removal of the name of the company from the register of companies under Chapter XVIII.]]** **As per the above provisions, The ordinance came into force on 2nd Nov 2018 therefore all the provisions of this section become applicable from 2nd November 2018. Therefore every company having share capital**	No Change
46		Commercial Excel Sheet: Sheet #6 "FM Resource Cost"	* - A month will consist of 22 working days. The resource availability should be full time dedicately for respective month	We trust this excludes public/bank holidays.	Onsite resources will have to attend office everyday except Bank Holidays. However, if any exigency arises in the Bank holidays, the onsite resources will have to attend office to provide support without any extra cost to Bank.
47		General	General	Information about Manual Data collection interface to branches or other stakeholders is not mentioned, Does this development covered under the CRs post production.	Please refer page no 30 under the section of Web Portal.
48		General	General: User creation by admin	Is SSO feature required for User Credential validation of Branch, Zone and HO Users.	Single Sign-On feature is mentioned in Functional Specifications on Point- 12 on Page no- 36
49		General	General	Request the bank to give 7-10 days time for submission of documents from the date of publication of pre bid queries on the website.	Please refer corrigendum.
50		General	General	Will the Bank share with the bidders the technical score in the event of bank opting the reverse auction?	Please refer the 2nd line of the Clause 3.10.3 on Page no-44
51	20	Section 3.0 Project Details -> 3.1 Introduction	Section 3.0 Project Details -> 3.1 Introduction "The proposed solution should be scalable so as to support legacy applications, if any, used by Bank or be capable to integrate other Bank's Projects in the future as Bank may go for up-gradation, at a later date." -	Kindly elaborate on what type of integration are expected and what are the technology stack of this legacy applications. Please also share list of legacy applications	Technology details will be shared with the successful bidder.
52	20	Section 3.0 Project Details -> 3.1 Introduction	Section 3.0 Project Details -> 3.1 Introduction The bidder is expected to implement any upcoming project of Bank /Regulatory/Statutory Authorities in connections with this project	What type of enhancements are expected and what is the frequency of changes over a month/quarter/year	The enhancement/upcoming project will be of reporting nature, as decided by Bank /Regulatory/Statutory Authorities.
53	20	3.1 Introduction	3.1 Introduction The bidder is expected to integrate various data sources as per the RBI ADF/ ADEPT/ CIMS requirement, and develop approximately 131 RBI ADF related reports and 62 identified MIS Reports.	Please share complexity information of 62 MIS reports(Count of Simple/Medium/Complex reports)	Will be shared with the successful bidder.
54	20	3.1 Introduction	3.1 Introduction The bidder is expected to integrate various data sources as per the RBI ADF/ ADEPT/ CIMS requirement, and develop approximately 131 RBI ADF related reports and 62 identified MIS Reports.	1. Please share list of 131 ADF reports which are applicable to Bank of Maharashtra. 2. Also share complexity information of ADF reports(Count of Simple/Medium/Complex reports)	RBI ADF Report List is avilable on RBI Website. Experience of implementing the ADF project previously is one of the eligibilty criteria.

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55	20	3.1 Introduction	3.1 Introduction The bidder is expected to integrate various data sources as per the RBI ADF/ ADEPT/ CIMS requirement, and develop approximately 131 RBI ADF related reports and 62 identified MIS Reports. The bidder is also expected to build RBI ADEPT and RBI CIMS project.	1. Please share list of RBI ADEPT reports. 2. Please share report wise Frequency and format. 3. Also share complexity information of ADEPT reports(Count of Simple/Medium/Complex reports)	The details of ADEPT project is available at RBI website.
56	20	3.1 Introduction	3.1 Introduction The bidder is expected to integrate various data sources as per the RBI ADF/ ADEPT/ CIMS requirement, and develop approximately 131 RBI ADF related reports and 62 identified MIS Reports. The bidder is also expected to build RBI ADEPT and RBI CIMS project.	Please share details on RBI CIMS project. Which reports are expected in the RBI CIMS project ? Pease share the formats of each report.	CIMS details are mentioned in RFP document. It is a subset of ADF project of RBI through which the report data submission to RBI happens in a automated process through SFMS.
57	21	Section 3.0 Project Details -> 3.1 Introduction	Section 3.0 Project Details -> 3.1 Introduction in future, if a full-fledged Data Analytics Software is required, the bidder will simply 'Plug & Play' the Software to the existing solution	What type of futuristic analytical platform is the bank envisioning and are there any Data Science related analytical use cases that the bank is planning to implement in future. PLease confirm.	Bank may go in for any analytical platform in future.
58	22	Section 3.0 Project Details -> Project Architecture	Section 3.0 Project Details -> Project Architecture all these four layers will be governed by bank's policies for Data Quality and Security	Bidder requests bank to share bank policies for Data Quality and Security	Bank policies will be shared with the successful bidder only
59	22	Section 3.0 Project Details -> Section 3.2.1 ETL	Section 3.0 Project Details -> Section 3.2.1 ETL The MIS solution is expected to have following feature In-Memory Columnar Data Store Option	Is the bank also open to in-Memory Data base for this requirement.PLease confirm.	Yes
60	22	Section 3.1 - Project Architecture - Data Submission Layer	Section 3.1 - Project Architecture - Data Submission Layer	Please let us know which existing / in-use proprietary Workflow Mgt tool software is available with the Bank for Scheduling of Jobs / Reports. Can the same be leveraged?	Scheduling of Jobs/Reports has to be part of MIS solution.
61	22	Section 3.2.3	Section 3.2.3	Has the bank identified cleansing rules? If yes, what is the number of cleansing rules?	Cleansing details will be shared with the successful bidder only
62	22	Section 3.1	3.1 Multiple Data source Support a variety of data sources including file-based data sources (Excel, Access, text, CSV), SDMX, XBRL, JSON Files, XML Files, ORACLE, MSSQL, etc.	Please let us know for which source systems Data will be in SDMX, XBRL formats?	Source System details will be shared with the successful bidder only
63	22	Section 3.1	3.1 Full and Incremental Data Extraction Support scheduled full data extraction and incremental data extraction with minimal scripting efforts.	Incremental data extraction is applicable for which all source systems or feeds? What is the expected methodology for incremental data extraction?	Source System details will be shared with the successful bidder only
64	23	Section 3.0 Project Details -> Section 3.2.1 ETL	Section 3.0 Project Details -> Section 3.2.1 ETL It must support mixed workloads, multiple loads and should complete the entire ETL/ ELT/ ELT exercise and Reports Generation within the time window and at frequency prescribed by Bank	What are SLA for Data Ingestion ? what are the SLA's Report Generation for RBI ADF/ ADEPT/ CIMS?	Source System details will be shared with the successful bidder only
65	23	Section 3.0 Project Details -> Section 3.2.1 ETL	Section 3.0 Project Details -> Section 3.2.1 ETL Section Shows "The expected data sources will be CBS System, EXIM, E-Treasury, EFT Switch, Internet Banking, Mobile Banking, UPI/BHIM, LLMS, EWS, DMS, Audit MOC returns, GL System, NEFT/RTGS, Credit Card System and History Data"	i) What is the current volume of data per source system ii) Can you please provide the daily/ monthly incremental data to be injested from each of the source system and also % growth per year for each source systems iii) Source system wise number of Tables, Flatfiles to be loaded to MIS Database iv) What is the technology stack of these source systems v) What is the nature of data acquisition, whether it is limited to Batch Data Acquisition and whether bank is looking forward to Real time data acquisition from these source systems? YES / NO vi) incase answer to above question is YES then Does bank have any CDC (Change Data Capture) platform available for real time feeding of data into MIS	Source System details will be shared with the successful bidder only
66	23	Section 3.0 Project Details -> Section 3.2.1 ETL	Section 3.0 Project Details -> Section 3.2.1 ETL	Please let us know if any source system is planned for sunset.	Currently no source system is planned for sunset.
67	23	Section 3.0 Project Details -> Section 3.2.1 ETL	Section 3.0 Project Details -> Section 3.2.1 ETL	Please share the Total number of ETL / ELT transformation & bi-furcation in terms of (Simple / Med / Complex) OR can the bidder assume 30 / 40 / 30 respectively.	To be finalized in requirement gathering phase.

SI.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
68	23	Section 3.2.1: ETL	3.2.1: ETL (Extract, Transform and Load) or ELT (Extract, Load and Transform) The expected data sources will be CBS System, EXIM, E-Treasury, EFT Switch, Internet Banking, Mobile Banking, UPI/BHIM, LLMS, EWS, DMS, Audit MOC returns, GL System, NEFT/RTGS, Credit Card System and History Data.	If bidder needs to extract data from each source system, Bank needs to decide Table list and table fields of the data required from the respective source systems. Also we need to get the access to said systems and get the data dictionary of the said source systems. This would also impact the delivery time lines of reporting. Please confirm.	Source System details will be shared with the successful bidder only
69	23	Section 3.2.1: ETL	3.2.1: ETL (Extract, Transform and Load) or ELT (Extract, Load and Transform) The expected data sources will be CBS System, EXIM, E-Treasury, EFT Switch, Internet Banking, Mobile Banking, UPI/BHIM, LLMS, EWS, DMS, Audit MOC returns, GL System, NEFT/RTGS, Credit Card System and History Data.	Is the bank looking for integrating unstructured data into MIS DB? if so please provide the details.	Bank is currently not looking to integrate Unstructure data into MIS, but unstructure data support might be needed at later stage.
70	25	Section 3.2.2	Section 3.2.2	What is the Data Quality standard of source data.	Source System details will be shared with the successful bidder only
71	26	Section 3.2.4 MIS Database	3.2.4 MIS Database From this database ADF/ADEPT/CIMS will be generated and the same database will be used for internal MIS reports and Adhoc queries as well.	Is any downstream requirement? Will MIS database be source for other applications?	MIS Database may be the source system for any future Bank's Project
72	26	Section 3.1	This MIS Database will serve as the foundation for any future projects of Bank in the field of Business Intelligence and Data Analytics.	Please clarify the requirement in future projects Are there in flight project in BI or Data Analytics area? Pleas eshare details.	Future Bank's plans will be disclosed with the successful bidder only when it needs to be.
73	27	Section 3.2.5 - Sizing	Section 3.2.5 - Sizing	Can you please provide the bifurcation of 200 concurrent users in different types based on the roles or activities the users are going to perform.(read only, read write, adhoc analysis, etc.). What kind of users are envisaged on the MIS Database- operational vs analytical users	User capability details will be shared with the successful bidder only
74	27	Section 3.2.5 - Sizing	3.2.5 15. Separate database for incorporating MOC instructed by auditors during statutory audit to generate audit returns	Please clarify the requirement for MOC data and its reporting?	Bank needs to report both Pre MOC and Post MOC figures through reports to regulatory authorities
75	30	Section 3.2.12 Web Portal	Section 3.2.12 Web Portal	How frequently does the report template design change?	Regulatory Authorities instruct changes to design template
76	30	Section 3.2.12 Web Portal	Section 3.2.12	What is bank's expectation about integration with RBI CIMS portal?	All the applicable RBI ADF Reports, in the formats required by CIMS needs to be placed on the SFTP, to be shared through SFMS with RBI.
77	31	Section 3.2.14	Section 3.2.14	Does bank have any existing digital signature software available or bank expects vendor to procure the same as part of this project?	Solution should facilitate digital signing of reports, Bank may procure at later stage.
78	31	Section 3.2.14	3.2.14. MIS, RBI ADF Project, RBI ADEPT Project and RBI CIMS Project The bidder is expected to implement MIS, RBI ADF Project, RBI ADEPT Project & RBI CIMS Project with proper business processes and as per ISO Standards. The Solution, during the contract period should be able to generate all the existing reports listed during the business requirements phase and UAT phase. Also, any minor or major changes in these reports shall be carried out by the bidder without any extra cost during the contract period.	Any changes in reports during contract period will be taken with proper change control process. Please confirm	Please refer Clause 3.2.14
79	31	Section 3.2.14	3.2.14. MIS, RBI ADF Project, RBI ADEPT Project and RBI CIMS Project The solution should be capable to generate data/ report in the format as required by Regulatory/ Statutory authorities including Statistical Data and Metadata Exchange (SDMX) format, XBRL, JSON, ASCII, Text, PDF, Excel, etc.	Please share the list and formats on SDMX reports	Details will be shared with the successful bidder only
80	32	Section 3.2.14	3.2.14. MIS, RBI ADF Project and RBI ADEPT & RBI CIMS Project 8. The solution should facilitate data masking of confidential data identified by bank.	Does the bank have any masking tool available with Bank currently? Please elaborate on the masking requirement?	Bank doesn't have any Data Masking tool. Various fields in Bank are required to be masked as per Law and for security

SI.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
81	32	Section 3.2.14	3.2.14. MIS, RBI ADF Project and RBI ADEPT & RBI CIMS Project 11. The RBI CIMS solution should support Elements based approach/ framework of RBI CIMS Project. In SDMX format of RBI CIMS Project, the element is represented in terms of Data Structure Definition (DSD). DSD is the structural metadata associated with an element, which includes information about the dimensions, measures, attributes of an element. Value of a dimension is represented by a code list. Constraints can be applied to use a particular subset of values. This makes a dimension usable in multiple DSDs. The measure is the actual value after considering all the dimensions. The attributes are the additional information like Audited or Unaudited data.	Need more details on Element based framework requirement and SDMX format report development. This is an open ended requirement.	Details will be shared with the successful bidder only
82	33	Section 3.3.	3.3. General Aspects in Scope Time, being an essential feature of the contract, the selected bidder is expected to successfully implement complete Central Data Repository and generate all reports as prescribed by Bank within 42 weeks from the date of placing Purchase Order. The priority of reports will be decided by Bank and will be conveyed to the successful bidder.	Due to the complexity and scale of engagement, Implementation timeline of 42 weeks is difficult to meet. Request the bank to relax the clause and allow the bidder to suggest a suitable timeframe for implementation	No Change
83	36	Section 3.4	Section 3.4 -> Functions Specification point no. 5 & 6	Kindly elaborate on the requirement for below points: Point 5 - Application design should be capable for opening/closing of branches/zones at any point during the contract in Central Data Repository Point 6 - Searching facility through intranet for searching database on various input parameters such as CIF, account, mobile, PAN, Aadhar, GST no, etc. using Boolean parameters and fuzzy text search -- Kindly elaborate on this requirement Point 7 -CIF Deduplication functionality.	Point 5: Bank can open/ close/ merge any branch/ zone. The respective details before and after such event should be intact. Point 6: Based on MIS Database, a Web Portal needs to be developed for searching details based on input parameters.
84	36	Section 3.4	Section 3.4 -> Functions Specification point no. 11 The solution should have facility to generate leads from the existing customer data for support cross selling and upselling of bank's products, based on various search criterion inputs	Requirement is to built MIS Database along with supported ETL/ELT Workflow and various Reports. Kindly elaborate on this specific requirement	Bank may ask to develop reports from MIS Database based on logic defined by Bank for generating leads
85	37	Section 3.6	Section 3.6 Detail Design - Historical data migration for analytical purpose.	1.Please specify how many years of history data needs to be migrated in MIS 2. What is the amount of data in TB to be migrated from various Source system to MIS Database 3. Please provide the number of entities/tables that may have to be migrated	Details will be shared with the successful bidder only
86	38	Section 3.7	Section 3.7 Proposed Solution Approach - Point 11	What are the Regulatory compliance with regards to Data Retention in MIS Database	The clause is self explanatory.
87	27	Section 3.2.5.	3.2.5. Sizing of Hardware and Software 7. Current MIS Database of approximately 10 TB is having month wise data of CASA, TD and Advances since January 2014 along with latest customer details. The same will be one among the source systems for future use with proper validations, checks and procedure defined by Bank.	Please Share following information on Current MIS Database- How this current MIS database is getting populated from sources currently(in terms of tools-technologies and process)? How many objects(tables/procedures/functions) are part of current MIS database? What are the issues or pain areas observed in current MIS database?	Details will be shared with the successful bidder only

SI.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
88			General - Not related to any section	what are the future data sources? Does the SI need to provide estimates to integrate with those data sources as well? Please provide details about those data sources. Will there be external data sources like Social Media, Internet Banking User Logs, Mobile Touch Stream, Web and Cloud, Devices and Sensors etc. going forward for data to be ingested into MIS ? Also provide the integration mechanism (File based etc.). Also provide the no of Files that need to be integrated.	Integration of any source system not specified in SLA will be done on mutually agreed cost and efforts. Bank is currently not considering any external data source. However, Bank may consider the same in future.
89			General - Not related to any section	Is bank open for cloud solution? If yes, what is the cloud preference- Private/ Public?	Bank wants On-premises Solution
90			General - Not related to any section	What is Bank's view on Cloud Vs On Prem Big Data Lake, does bank open to implementation of MIS Database system on Big Data Platforms be it on-premise or cloud or any other new generation technologies	Further to above Point, Bank is open for any On-premises new generation technology.
91	23	Section 3.2.1	3.2.1	Are there any databases currently in place?	Yes
92			General	Which web browsers are supported for use with web portal?	Internet Explorer, Microsoft Edge, Google Chrome, Safari, etc.
93	30	Section 3.2.12	3.2.12	Do you want the portal to be Responsive design which can open in all major mobile web browsers? Or do you want a mobile app to be created for iOS and Android phones & tablets?	Bank wants a Web Portal which can be open in all major mobile web browsers.
94	29	Section 3.2.12	3.2.12 Web Portal If any data is not available from the previously mentioned source systems, then a web portal/ interface will have to be developed for punching of the same with proper validations	If data gaps to be filled using web portal, then provide details what type missing data will be filled by this portal? How many such data entry screens will be required to develop? What would be the expectation if the related source data is not available in any source system; i.e regulatory returns for which data is manually maintained by the Bank; This refers to manual data returns and not gap in data. We request the bank to confirm the process.	Details will be shared with the successful bidder only
95	29	Section 3.2.12	3.2.12	Is there any web portal and Web Content Management System currently in place?	Details will be shared with the successful bidder only
96	30	Section 3.2.12	3.2.12	What are all the third party/ internal systems needs to be integrated with the web Portal?	The Web Portal is to be designed to derieve data from MIS Database
97	22	Section 3.1	3.1	Is the system expected allow for the download and storage of information on mobile devices for exploration by users without an active data connection?	No
98	22	Section 3.1	3.1	Are there any existing APIs for integrating with other Bank's web applications	Details will be shared with the successful bidder only
99	25	Section 3.2.2	3.2.2	For data quality an alert and PDF report is sent using email and other available channels for sharing. Bidder requests bank to mention the different channels here?	Details will be shared with the successful bidder only
100	28	Section 3.2.9	3.2.9	System is expeted to support a form of user authorization and authentication? Describe the security for user authorization and authentication.	Yes. It needs to be integrated with Active Directory.
101	28	Section 3.2.9	3.2.9	Does the system support role-based access control to data elements? Please describe and specify role-based access to both identified and de-identified data, depending on end-user role?	Yes. Role based access control needs to be implemented upon integration with Active Directory/ HRMS.
102	28	Section 3.2.9	3.2.9	Is there a separate function for DBA authentication to prevent DBAs from viewing or changing data in databases they maintain? Please describe.	Bank has asked for Audit trail and logs for any such change/ modification. Its upto bidder to provide such functions.
103	28	Section 3.2.9	3.2.9	Does the system have an audit and archive region for audited data? Please describe.	The bidder has to design the solution as per the requirements prescribed in RFP.
104	28	Section 3.2.7	3.2.7	Please mention the sequence and approach for phased implementation if any?	Phased Implementation Sequence is mentioned in RFP
105	29	Section 3.2.10	3.2.10	Describe if training includes non-bank staffs ?	No
106	33	Section 3.3	3.3	What are your post-implementation support services? Describe in detail and include any inclusions/exclusions?	Already described in RFP

Sl.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
107	28	Section 3.2.8	3.2.8 Environment, Licenses & Infrastructure All the bidders are required to quote for Database and OS licenses in the bill of Material.	Bidder understands that bank has licenses for Oracle Database and Windows OS.PLease confirm. Bidder still needs to provide quote for the OS and database considered. IF the bank possesses those licenses, they will not be considered in TCO. Please confirm if understanding is correct.	Please refer Clause 3.2.8, which is self explanatory.
108	28	Section 3.2.12	The Bidder must provide a web based portal to raise issues/ tickets, major or minor incidents, logs of DML and DDL operations, Change Request input and its tracking	Does bidder need to provide separate ticketing tool / portal or we can levarage any existing tool?	The bidder is required to quote for the ticketing tool/change management tool separately as optional item in commercial bill of material. This will not be included in TCO. Bank may decide to go for its own tool.
109	31	Section 3.2.14	3.2.14 MIS, RBI ADF Project, RBI ADEPT Project and RBI CIMS Project pt. 10: solution should be capable to Geo-Location Tag for capturing bank and branch locational details.	Please clarify requirement of geo tagging?	Geo Tagging is a feature required in RBI CIMS Project.
110	32	Section 3.3	3.3 General Aspects of Scope The Solution should ensure high uptime of 99% with requisites redundancies in the solution to avoid single point of failure.	Since the underlying Hardware will be provided by the bank , Bidder can resolve issues and support SLA's at application level . Uptime is dependent on the HW provide. Request Bank to reconsider this clause.	Any Downtime attributable to HW will not be taken into consideration while calculating uptime.
111	35		The application software should be centrally installed at HO level and should be compatible in DC & DR Setup. During Bank's DR Drill period, the application should work in DR.	Please share DC, DR locations. Is bidder expected to share Network bandwidth sizing? What are the RPO, RTO requirements?	Details will be shared with the successful bidder only
112	27	Section 3.2.5	3.2.5 Sizing of the Hardware The bidder would provide the sizing of the Hardware, OS, Database, any other components required for implementation of the project.	We assume that bidder is to provide HW sizing recommendation and HW will be procured by bank Please share existing HW specifications at bank (server , DB details) All other things like racking, cableing,etc, will be provided by Bank, is the understanding right?	Clause is self explanatory.
113	26	Section 3.2.5	3.2.5 Bidder needs to provide the sufficient Hardware Sizing so as to cater the proposed solution smoothly during the whole contract period, also bidder should factor the sizing keeping in view all other application installations like Antivirus, Monitoring applications, application for server hardening etc.	Does the bidder need to provide Antivirus solution , HW monitoring solutions and Applicatin for server hardening ?if yes , What will be the sizing consideration ?	No
114	27	Section 3.2.5	3.2.5	What is the current replication machanism for DC & DR. Can the same be levaraged for this opportunity? What is the software used for replication? What is the RTO & RPO needs to be considered?	Details will be shared with the successful bidder only
115	27	Section 3.2.7	3.2.7 Facility Management The bidder have to provide onsite facility management services during the whole contract period for system administration, data base management, application development/customization, adhoc requirements and onsite support by providing adequate resources that are qualified and experienced during the implementation, support, sustenance phases throughout the validity of the contract	Bidder understands the facility management will be for the solution developed (system administration, application data base management, application development/customization).please confirm. Ad-hoc requirements are unknown and therefore bidder suggests to remove this clause. Bidder requests bank to provide the list of activities to be considered for facility amangement? Can we leverage existing teams for these activities OR separate team needs to be considered? Do we have to consider onsite support for DR as well? Does both support needs to be 24 x 7 onsite?	Detailed activities of FM is already shared in RFP. Ad-hoc data requirements will also be in the job description of the onsite FM.
116	85	Annexure VIII	Fail Clause	We Request bank to remove this clause since the different scope of work to other customers will have different commercials.	No Change
117	56	Section 5.8	5.8 Payment terms 2) Enterprise License cost 70% of the Product Cost will be paid immediately after delivery of Licenses in Bank's Name and successful installation of the product at both DC and DR site for the MIS, RBI ADF PROJECT, RBI ADEPT and CIMS Project of the bank. 20% will be paid after completion of 60 % of reports and 10% will be paid after development of all reports	Bidder requests the bank for Enterprise license payment terms to be changed to 100% upfront	No Change
118	69	Annexure III	Annexure III: Compliance to Eligibility Criteria The Bidder/ OEM has successfully implemented the project of RBI ADF for at least one scheduled Commercial Bank in India.	Request the Bank to change the clause to Bidder having implemented **DW+ MIS OR** RBI ADF in at least one scheduled commercial bank of India	No Change

SI.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
119	42	Section 3.10.2	3.10.2 Evaluation Methodology of Eligible Bidder Product Demo & Site Visit	Bidder understands that the demonstration would be for **DW+MIS** reports developed. Please confirm.	Please refer the requirement of the RFP.
120	54	Section 5.3	5.3 Bank will enter into contract initially for a period of five years (Starting from the Go-Live Date) including hosting the application and rendering consultancy services on the rates derived through this RFP Process.	Bidder requests the bank to amend the clause. As Start of engagement should be considered after the contract has been signed/PO letter received	No Change
121	2	Section 1.1	Schedule of events Last date and time for Bid submission : Up to 5:00PM on 10-12-2020	We request the bank to extend the bid submission deadline by at least four weeks from response to queries to enable bidders sufficient time to prepare a competitive bid.	Please refer corrigendum
122	20	Section 3.1	The bank assumes no responsibility for assumptions made by the Bidder.	Bidder would need to make certain assumptions to arrive at the solution and sizing. Same can be discussed with bank during evaluation. Request to reconsider this clause	No Change
123	13	Section 1.10	**1.10. Acceptance of Term**s A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as specified in this RFP document	Bidder suggests the section be modified as under; A Recipient will, by responding to Bank RFP and subject to the deviations submitted by Bidder, be deemed to have accepted the terms as specified in this RFP document	No Change.
124	20	Section 3.1	**3.1. Introduction** "The bidder is expected to integrate various data sources as per the RBI ADF/ ADEPT/ CIMS requirement, and develop approximately 131 RBI ADF related reports and 62 identified MIS Reports. The bidder is also expected to build RBI ADEPT and RBI CIMS project. Over and above this, Internal MIS if any, requested by the Bank during the contract period, the bidder has to develop the same as per the agreed effort estimate based on the per man day cost, which is to be quoted in the bill of material. Additionally, the bidder is expected to implement any upcoming projects of Bank/ Regulatory/ Statutory Authorities in connection with this project, at mutually agreed cost	"The bidder is expected to integrate various existing data sources as per the RBI ADF/ ADEPT/ CIMS requirement, and develop approximately 131 RBI ADF related reports and 62 identified MIS Reports. The bidder is also expected to build RBI ADEPT and RBI CIMS project. Over and above this, Internal MIS if any, requested by the Bank during the contract period, the bidder has to develop the same as per the agreed effort estimate based on the per man day cost, which is to be quoted in the bill of material. Additionally, the bidder is expected to implement any upcoming projects of Bank/ Regulatory/ Statutory Authorities in connection with this project, at mutually agreed cost	No Change
125	27	Section 3.2.7	**3.2.7. Facility Management** "Considering the extensive nature of the Project and the envisaged relationship with the Bidder, any service, which forms a part of facilities management that is not explicitly mentioned in this RFP as excluded, would form part of this RFP, and the Bidder is expected to provide the same at no additional costs to the Bank. The Bidder has to envisage all necessary services to be provided and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP".	"Considering the extensive nature of the Project and the envisaged relationship with the Bidder, any service, which forms a part of facilities management that is not explicitly mentioned in this RFP as excluded, would form part of this RFP, and the Bidder is expected to provide the same at ~~no~~ a mutually agreed additional costs to the Bank. The Bidder has to envisage all necessary services to be provided and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP"	Any major change in role of FM resources not explicitliy mentioned in RFP will be decided mutually, depending on the task complexity and load.
126	34	Section 3.3	**3.3. General Aspects in Scope** s. The ownership of the Software/ Firmware licenses shall be that of the Bank from the date of delivery and installation of the same. The bidder should propose a solution for which OEM End of Sale is not declared within 3 years of signing the contract and End of Support is not declared for the contract period of 5 years.	**Bidder suggests the section be modified as under;** **s.** Subject to 5.19 the ownership of the Software/ Firmware licenses shall be that of the Bank from the date of delivery and installation of the same. The bidder should propose a solution for which OEM End of Sale is not declared within 3 years of signing the contract and End of Support is not declared for the contract period of 5 years	No Change
127	38	Section 3.7	**3.7. Proposed Solution and Approach** 13. The Bidder shall be responsible for providing the bank users with the requisite training material in both soft and hard copies. The onus of preparing and providing the training material to bank users will be on the bidder	13. The Bidder shall be responsible for providing the bank users with the requisite training material in both soft and hard copies (Hard copies shall be maximum 2 copies). The onus of preparing and providing the training material to bank users will be on the bidder	No Change
128	42	Section 3.10.2	**3.10.2. Evaluation Methodology for Eligible Bidder** "Please note that, failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeiture of the Bid Security Deposit to Bank. This is not withstanding Bank's right to take any other action deemed fit, including claiming damages , 'Black Listing' the bidder from participating in future Tenders that would be floated by the Bank for a period found fit by the Bank, and also using the associates like IBA. The complete escalation matrix starting from the lowest till the highest level of hierarchy of the bidder has to be submitted".	"Please note that, failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeiture of the Bid Security Deposit to Bank. ~~This is not withstanding Bank's right to take any other action deemed fit, including claiming damages , 'Black Listing' the bidder from participating in future Tenders that would be floated by the Bank for a period found fit by the Bank, and also using the associates like IBA.~~ The complete escalation matrix starting from the lowest till the highest level of hierarchy of the bidder has to be submitted".	No Change

Sl.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
129	45	Section 4.1	**4.1. Governing Laws and Disputes** The bidder shall undertake to observe, adhere to, abide by, comply with and notify the bank about all laws in force including IT act and Aadhar act, or as are or as may applicable in future, pertaining to or applicable to them , their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the bank and its employees/officers staff from any failure or omission on its part to do so and against all claims or demands of liability and consequences that may occur or arise for any default or failure on its part to confirm or comply with the above and all other statutory obligations/laws arising there from.	"The bidder shall undertake to observe, adhere to, abide by, comply with and notify the bank about all laws in force including IT act and Aadhar act, or as are or as may applicable in future, pertaining to or applicable to them , their business, their employees or their obligations towards them and all purposes of this tender and shall settle indemnify, keep indemnified, hold harmless, defend and protect the bank and its employees/officers staff from any failure or omission on its part to do so and against all claims or demands of liability and consequences that may occur or arise for any default or failure on its part to confirm or comply with the above and all other statutory obligations/laws arising there from".	No Change
130	45	Section 4.1	**4.1. Governing Laws and Disputes** IT Act- The bidder must ensure that the proposed products/ services are compliant to all such applicable existing regulatory guidelines of GOI/ RBI and adheres to requirements of the IT Act 2000 with amendment from time to time and payment and settlement systems Act 2007 and amendments thereof as applicable. Also the successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights, etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act, 2000 or any act in force at that time in respect of all software or other systems supplied by bidder to the Bank from any source.	"IT Act- The bidder must ensure that the proposed products/ services are compliant to all such applicable existing regulatory guidelines of GOI/ RBI and adheres to requirements of the IT Act 2000 with amendment from time to time and payment and settlement systems Act 2007 and amendments thereof as applicable. Also the successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights, etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act, 2000 or any act in force at that time in respect of all software or other systems supplied by bidder to the Bank from any source".	No Change
131	46	Section 4.2	**4.2. Compliance with All Applicable Laws** The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from	The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.	No Change
132	46	Section 4.2	**4.2. Compliance with All Applicable Laws** Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder	Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against settle all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.	No Change

SI.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
133	46	Section 4.2	**4.2. Compliance with All Applicable Laws** This indemnification is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. 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 Bank arising out of claims made by its customers and/or regulatory authorities	This indemnification is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. ~~Indemnity~~ Settlement 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 Bank arising out of claims made by its customers and/or regulatory authorities.~~ Compliance in obtaining approvals/permissions/licenses: Bank shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall settle all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bidder will give notice of any such claim or demand of liability within reasonable time to Bank.	No Change
134	46	Section 4.3	**4.3. Limitation of Liability Clause** Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Order Value.	Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total ~~Order~~ Value actually received by Bidder from the Bank for the service that gives rise to such liability during the twelve month period immediately preceding such claim.	No Change
135	46	Section 4.3	Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of vendor, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited	Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of vendor, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights ~~or breach of confidentiality~~ obligations shall be unlimited.	No Change
136	46	Section 4.2	Under no circumstances Bank of Maharashtra shall be liable to the selected vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank of Maharashtra has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.	Under no circumstances Bank of Maharashtra or Bidder shall be liable to the selected vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank of Maharashtra or Bidder has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business or data.	No Change
137	46	Section 4.3	It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against vendor.	~~It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against vendor~~	No Change
138	47	Section 4.4	**4.4. Service Continuity/ Contract Extension** Bidder recognizes that all services as mentioned in this RFP document are vital to Bank and bidder agrees to provide continued services rendered by bidder or its OEM partners till the renewal of the contract after the contract expiry or till any other alternate solution is Implemented by the Bank The clause is also applicable in case of termination of the contract before the expiry. In case of termination of the contract before expiry, the bidder agrees to provide services as mentioned in this RFP document till alternate arrangement is made by the Bank or 6 months from the date of termination, whichever is earlier.	Bidder recognizes that all services as mentioned in this RFP document are vital to Bank and bidder agrees to provide continued services rendered by bidder or its OEM partners till the renewal of the contract after the contract expiry or till any other alternate solution is Implemented by the Bank, on mutually agreed terms. The clause is also applicable in case of termination of the contract before the expiry. In case of termination of the contract before expiry, the bidder agrees to provide services as mentioned in this RFP document, on mutually agreed terms, till alternate arrangement is made by the Bank or 6 months from the date of termination, whichever is earlier.	No Change
139	47-49	Section 4.6	**4.6 Confidentiality** "Responses received become the property of Bank and cannot be returned. Responses will not be used and shared with third party for any means. Information provided by each bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the bidder".	"Responses received become the property of Bank and cannot be returned. Responses will not be used and shared with third party for any means. Information provided by each bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the bidder and the confidentiality obligations set out herewith respect of the confidential information of Bank, shall apply mutuatis mutandis to confidential and proprietary information of the Bidder".	No Change

Sl.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
140	47-49	Section 4.6	5. The restrictions in the preceding clause shall not apply to: a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same. b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure. c. The confidential information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document. d. The confidentiality obligations shall survive the expiry or termination of the agreement between the bidder and the Bank.	5. Notwithstanding sections 12, 13, 14 and 15 herein above, Tthe restrictions in the preceding clause shall not apply to: a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same. b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure. c. The confidential information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document. d. The confidentiality obligations shall survive the expiry or termination of the agreement between the bidder and the Bank, for a further term of 2 years as above	No Change
141	50	Section 4.7	4.7 Patent Rights The supplier shall indemnify the Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India. The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. The supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible therefore, including all expenses and court and legal fees. The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim. The Supplier 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 supplier, including-all inventions, designs and marks embodied therein in perpetuity.	The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. The supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible therefore, including all expenses and court and legal fees. The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim. BIDDER shall have no liability for any claim of infringement based on: (i) use of a superseded or altered release of some or all of the deliverables including, but not limited to, Bank's failure to use corrections, fixes, or enhancements made available by BIDDER; (ii) the combination, operation, or use of some or all of the deliverables or any modification thereof furnished under this Agreement with information, software, specifications, instructions, data, or materials not furnished by BIDDER if the infringement would have been avoided by not combining, operating, or using the deliverables or the modification thereof; (iii) some or all of the deliverables or the modification thereof, which is based on Bank's material, data or design; (iv) any change, not made by BIDDER, to some or all of the deliverables or any modification thereof or (v) use of the deliverables otherwise than for the purposes authorized hereunder. If any of the deliverables is held or is believed by BIDDER to infringe, BIDDER shall have the option, at its expense, to (i) modify the deliverables so as to make it non-infringing, (ii) obtain for Bank a license to continue using the deliverables, or (iii) terminate the license for the infringing part of the	No Change
142	50	Section 4.9	4.9. Assignment The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent.	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent, which shall not be unreasonably withheld or delayed	No Change

Sl.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
143	52	Section 4.16	**4.16. General Provisions** a.Successful Bidder will undertake to indemnify the Bank and keep the Bank and its officers/ employees/ Directors fully indemnified and harmless from and against all the consequences of any of its actions and/ or its sub-contractors, representatives, employees leading to breach of any of the provisions of Law faced, suffered or incurred by the Bank. The bidder should indemnify the Bank in case of any breach by the bidder or its sub-contractors, representatives, employees, etc. of its obligations under confidentiality	Successful Bidder will undertake to settle ~~indemnify the Bank and keep the Bank and its officers/ employees/ Directors fully indemnified and harmless from and against~~ all the consequences of any of its actions and/ or its sub-contractors, representatives, employees leading to breach of any of the provisions of Law faced, suffered or incurred by the Bank. ~~The bidder should indemnify the Bank in case of any breach by the bidder or its sub-contractors, representatives, employees, etc. of its obligations under confidentiality.~~	No Change
144	52	Section 4.16.d	d. That the Bank, its representatives, its Regulators including RBI or persons authorized by the Regulator, its internal/ external/ other Auditors, shall, whenever required/called for, have access to i) All books, records, information of the Successful Bidder; ii) Any documents, records of transactions and other necessary information processed/ stored by, given to the Successful Bidder; and iii) Any document/information given by the Bank to the Successful Bidder and / or relevant to the outsourced activities available with the Successful Bidder pertaining to the services provided under this Agreement by the Successful Bidder. Bank shall provide a reasonable prior notice before such audit and the cost of the audit shall be borne by the bank.	d. That the Bank, its representatives, its Regulators including RBI or persons authorized by the Regulator, its internal/ external/ other Auditors, shall, whenever required/called for, have access to i) All books, records, information of the Successful Bidder; ii) Any documents, records of transactions and other necessary information processed/ stored by, given to the Successful Bidder; and iii) Any document/information given by the Bank to the Successful Bidder and / or relevant to the outsourced activities available with the Successful Bidder pertaining to the services provided under this Agreement by the Successful Bidder. Bank shall provide a reasonable prior notice before such audit and shall conduct the audit subject to confidentiality obligations and security instructions of the Bidder and the cost of the audit shall be borne by the bank. Further Bank shall endeavor that the external auditor appointed shall not be a competitor of the Bidder.	No Change
145	54	Section 5.2	**5.2. Publicity** Any publicity by the bidder in which the name of Bank is to be used should be done only with the explicit written permission of the Bank.	Any publicity by the bidder in which the name of Bank is to be used should be done only with the explicit written permission of the Bank, , however either party shall have right to disclose other party and about this agreement in its quarterly/ yearly fillings and press briefings	No Change
146	56	Section 5.7	**5.7. Acceptance Test** The system is subject to an Acceptance Test after completion of installation, Acceptance Test shall be done by BoM designated team for a minimum period of 5 weeks. Bidder has to arrange one engineer at the site at the date and time mentioned by the Bank to assist in the acceptance test. After successful Acceptance Test, Bank shall share the sign off.	The system is subject to an Acceptance Test after completion of installation, Acceptance Test shall be done by BoM designated team for a ~~minimum~~ period of ~~5~~ 1 weeks. Bidder has to arrange one engineer at the site at the date and time mentioned by the Bank to assist in the acceptance test. After successful Acceptance Test, Bank shall share the sign off. The review comments shall be provided within a period of one week from the date of delivery. All deliverables will be deemed accepted by Bank on successful closure of all review comments, whereupon Bank shall provide the sign-off letter to BIDDER. However, if Bank does not provide any review comments within the above mentioned period of one week, then notwithstanding anything contained herein, the deliverables shall be deemed to be unconditionally and absolutely accepted by Bank at the end of the fifth day allotted for provision of such review comments, whether Bank provides such sign-off letter to BIDDER or not and BIDDER shall be entitled to receive the charges due on acceptance. The deliverables shall also be deemed to be accepted by the Bank in case of commercial utilization of the deliverables by the Bank. However, if Bank provides the review comments within the above mentioned period of five days and BIDDER arrives at a successful closure of review comments, then the deliverables shall be deemed to be unconditionally and absolutely accepted by Bank at the time of the successful closure of the last review comment whether Bank provides such sign-off letter to BIDDER or not and BIDDER shall be entitled to receive the charges due on acceptance.All costs and expenses of correction and resubmission of the deliverables shall be to the account of BIDDER if the defects or non conformities are due to any reasons attributable to BIDDER. In all other cases, BIDDER shall be granted additional time for completing the work to be mutually agreed to between the parties and shall also be reimbursed by Bank of all additional charges, costs and expenses if any incurred by complying with the requirements of this clause	Payment is linked to the receipt of acceptance of achievement of milestones.

Sl.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
147	56	Section 5.8	**5.8. Payment Terms** The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the bidder in the price bid against such activity / item.	~~The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted~~	No Change.
148	57	Section 5.8	e) The cost of one time charges, if any, would be payable on successful commissioning and completion of acceptance test exercise for all activities or services deemed to be one time installation in this RFP. Bank shall deduct appropriate tax as applicable at source from the payment against the services and corresponding TDS certificate will be issued at the end of the respective quarter. Bidder needs to furnish PAN number, GST number and Sales Tax number. Photo copies of PAN card, GST certificate has to be submitted as required by the Accounts department for verification. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder during the duration of Contract Period. The Bank will pay invoices within a period of 90 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 30 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved.	The cost of one time charges, if any, would be payable on successful commissioning and completion of acceptance test exercise for all activities or services deemed to be one time installation in this RFP. Bank shall deduct appropriate tax as applicable at source from the payment against the services and corresponding TDS certificate will be issued at the end of the respective quarter. Bidder needs to furnish PAN number, GST number and Sales Tax number. Photo copies of PAN card, GST certificate has to be submitted as required by the Accounts department for verification. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder during the duration of Contract Period. The Bank will pay invoices within a period of ~~90~~ 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within ~~30~~ 10 days from the date of receipt of the invoice. The withheld amount shall be limited to that which is in dispute. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved	No Change. Bank will try to settle all undisputed invoices within minimum possible time.
149	57	Section 5.10	**5.10. Warranty** The products & services offered must include comprehensive on-site warranty as provided by the OEM /Bidder from the date of installation and acceptance of the solution by the Bank including all software parts, media, patches, updates and licenses at no additional cost to the Bank. The Warranty will commence from the date of Go-Live of the solution/ software. This includes updating the latest patches of software, re-configuration, redeployment of application (if required), providing latest version (software subscription) of the software/license etc. Definition update / patch update, upgrade would be done by bidder immediately for critical updates or on monthly basis for normal updates/upgrades.	The products & services offered must include comprehensive on-site warranty as provided by the OEM /Bidder from the date of installation and acceptance of the solution by the Bank including all software parts, media, patches, updates ~~and licenses~~ at no additional cost to the Bank. The Warranty will commence from the date of Go-Live of the solution/ software. This includes updating the latest patches of software, re-configuration, redeployment of application (if required), providing latest version (software subscription) of the software/license etc. Definition update / patch update, ~~upgrade~~ would be done by bidder immediately for critical updates or on monthly basis for normal updates. ~~/upgrades.~~ BIDDER shall have no liability in the case of breach of the above warranties due to (i) use of the deliverables on any environment (hardware or software) other than the environment recommended or approved by BIDDER, (ii) the combination, operation, or use of some or all of the Deliverables with information, software, specifications, instructions, data, or materials not approved by BIDDER; (iii) the deliverables having been tampered with, altered or modified by Bank without the written permission of BIDDER or (iv) use of the deliverables otherwise than in terms of the relevant documentation. In case of breach of this warranty, Bank's exclusive remedy will be to obtain at the option BIDDER (1) the re-performance of the service or the correction or replacement of the affected deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the project fees allocable to that portion of the deliverable will be due to Bank if already paid by Bank. THE WARRANTIES PROVIDED HEREIN ABOVE BY BIDDER ARE IN LIEU OF ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THAT OF MERCHANTABILITY OR FITNESS FOR INTENDED PURPOSE IS SPECIFICALLY DISCLAIMED BY BIDDER.	No Change

Sl.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
150	58	Section 5.12	**5.12. Upgrades and Updates** The bidder shall be required to provide all future updates and upgrades for the solution provided free of cost during contract period. If however, the upgrades is not available then the support for the implemented solution should be available at any point of time during the whole contract period. All the IT components proposed under the RFP (such as- application software, middleware etc.) should be periodically patched for all types of patches, such as - security patches, system patches etc. Emergency patches should also be applied immediately as per regulatory and other agencies directions etc. Product items including Software nearing end of support/ life in next 3- 5 years should not be quoted/ provided in bid or during Project and Bidder / SI should ensure this for the whole contract period. However, if any proposed software becomes End of support/ End of life during the warranty/ AMC/ ATS period, the same will be replaced by the next version of software without any cost to the Bank. Bank will bear the cost of, if any infrastructure / hardware changes is required during update / upgrade of the solution or during replacement of next version of software. However any upgrade/ update should be anticipated during the Sizing of the Hardware. Also, software replacements are done in a planned manner to ensure that no downtime is required on this account	The bidder shall be required to provide all future updates ~~and upgrades~~ for the solution provided free of cost during contract period. If however, the ~~upgrades~~ updates is not available then the support for the implemented solution should be available at any point of time during the whole contract period. All the IT components proposed under the RFP (such as- application software, middleware etc.) should be periodically patched for all types of patches, such as - security patches, system patches etc. Emergency patches should also be applied immediately as per regulatory and other agencies directions etc. Product items including Software nearing end of support/ life in next 3- 5 years should not be quoted/ provided in bid or during Project and Bidder / SI should ensure this for the whole contract period. However, if any proposed software becomes End of support/ End of life during the warranty/ AMC/ ATS period, the same will be replaced by the next version of software without any cost to the Bank. Bank will bear the cost of, if any infrastructure / hardware changes is required during update ~~/ upgrade~~ of the solution or during replacement of next version of software. However any ~~upgrade/~~ update should be anticipated during the Sizing of the Hardware. Also, software replacements are done in a planned manner to ensure that no downtime is required on this account.	No Change.
151	59	Section 5.13	**5.13. Penalty** The critical performance parameters shall be tracked on a regular basis to evaluate the Solution's performance. Performance measurement reports (system generated) on a quarterly basis or at a frequency as desired by Bank shall be provided by the successful bidder. Bidder will assist Bank for performing Availability & Performance measurements and / or checking the correctness of the said report. Penalty would be levied if the cumulative additional time / over utilization / delay, etc. under each specified measurement category, in a particular month or at a frequency as desired by Bank crosses the minimum service level. Service Level shall be measured after Go-Live Date till completion of contract period. Service Levels shall be reviewed at least once every month during the period of contract and may be added/ deleted/ changed by Bank as a result of such review or any new business/ IT Services requirements.	The critical performance parameters shall be tracked on a regular basis to evaluate the Solution's performance. Performance measurement reports (system generated) on a quarterly basis or at a frequency as desired by Bank shall be provided by the successful bidder. Bidder will assist Bank for performing Availability & Performance measurements and / or checking the correctness of the said report. Penalty would be levied if the cumulative additional time / over utilization / delay, etc. under each specified measurement category, in a particular month or at a frequency as desired by Bank crosses the minimum service level, due to reasons solely and entirely attributable to the Bidder and shall the maximum be 5% of the value of the delayed goods and services, at any given point of time. Service Level shall be measured after Go-Live Date till completion of contract period. Service Levels shall be reviewed at least once every month during the period of contract and may be added/ deleted/ changed by Bank as a result of such review or any new business/ IT Services requirements	No Change

Sl.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
152	59	Section 5.13.a	5.13 (a) The complete implementation of the project shall be made by the Bidder in accordance with the time schedule as agreed upon, technical specification, scope of the project and other terms & conditions as specified in the RFP document. Any delay in performing the obligation/defect in implementation/performance of solution by the bidder may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract. A penalty @1% per week, of Implementation Cost issued by the Bank will be deducted for delay in implementation as per time schedule quoted by the bidder, with a maximum up to 10 % of total Implementation Value shall be deducted as per the purchase order issued by the Bank. One percent of the Implementation Value would be levied as a penalty for every one week delay as per delivery timelines per product / service.	he complete implementation of the project shall be made by the Bidder in accordance with the time schedule as agreed upon, technical specification, scope of the project and other terms & conditions as specified in the RFP document. Any delay in performing the obligation/defect in implementation/performance of solution by the bidder, due to reasons solely and entirely attributable to the Bidder may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract. A penalty @1% per week, of Implementation Cost issued by the Bank will be deducted for delay in implementation as per time schedule quoted by the bidder, with a maximum up to 10 5 % of total Implementation Value shall be deducted as per the purchase order issued by the Bank. One percent of the Implementation Value would be levied as a penalty for every one week delay as per delivery timelines per product / service. BIDDER shall not be liable or responsible for any delay or failure to perform or failure of the services or the deliverable under this Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by Bank or its employees or agents to perform any of its duties and obligations as set out in this Agreement. In the event that BIDDER is delayed or prevented from performing its obligations due to such failure or delay on the part of Bank, BIDDER shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which BIDDER is delayed or prevented from performing its obligations due to such failure or delay on the part of Bank. BIDDER shall be entitled to invoice Bank for BIDDER incremental costs incurred (over and above the charges) as a result of such failure or delay on the part of Bank.	No Change
153	59	Section 5.13.b	5.13 (b) The changes made in the solution during AMC Period against Change Requests should be completed within the quoted timeframe with quality. Penalty will be deducted @ 1% of Total CR Implementation Cost for each day of non-completion beyond the quoted timeframe for the same Change Request, with a maximum up of 30% of Total CR Implementation Cost for the same Change Request.	The changes made in the solution during AMC Period against Change Requests should be completed within the quoted timeframe with quality. Penalty, for reasons for delay solely and entirely attributable to Bidder, will be deducted @ 1% of Total CR Implementation Cost for each day of non-completion beyond the quoted timeframe for the same Change Request, with a maximum up of 30 5% of Total CR Implementation Cost for the same Change Request. Uptime Exceptions: The time lost due to any of the following reasons shall be taken into account while calculating the availability/ uptime requirement (a) Time lost due to power or environmental failures ;(b) Time taken to recover the system because of power or environmental failures; (c) Time lost due to damage or malfunction in the system or units thereof due to causes attributable of additional devices, making alteration of the system or units thereof due to causes attributable of additional devices, making alteration of the system, maintenance of the system etc. without bidders consent and/ failure to maintain the site required by the bank;(d) Time taken for reconfiguration or other planned downtime situations (f) scheduled shutdown as required by Bank; (Bidder may also request Bank for a shut down as required by Bank; (Bidder may also request Bank for a shutdown for maintainance purpose, which request will not be denied unreasonably by Bank); (g) Time taken for booting the system (h) Time Lost due to unavailability of link.	No Change
154	61	Section 5.13.c	5.13 (c) In case the bidder refuses to accept / execute the order, Bank will procure the same from the respective OEM as per terms & conditions and rate accepted by OEM. The bidder has to bear the different cost of the item/ product (Bank is having all the rights to recover the difference/ penalty amount from PBG as well as any amount payable to the bidder). If required, Bank may also take action against the bidder and blacklist them without any correspondence in this regard.	In case the bidder refuses to accept / execute the order, Bank will procure the same from the respective OEM as per terms & conditions and rate accepted by OEM. The bidder has to bear the different cost of the item/ product (Bank is having all the rights to recover the difference/ penalty amount from PBG as well as any amount payable to the bidder). If required, Bank may also take action against the bidder and blacklist them without any correspondence in this regard.	No Change

SI.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
155	61	Section 5.14	5.14 If supplier fails to deliver any or all products, services within stipulated time schedule specified in the contract and as per satisfaction of the Bank, as specified in the RFP, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, a sum equivalent to 1% of the price for each week of delay until actual delivery of the services up to a maximum of 10% of the cost of that particular product, services. The purchaser has right to cancel the order in case delivery of products, services not delivered within stipulated time schedule. The purchaser is entitled to withhold (deduct) from the purchase price or any other amount which is due to supplier from this contract or any other contract	If supplier fails to deliver any or all products, services within stipulated time schedule specified in the contract and as per satisfaction of the Bank, as specified in the RFP, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, a sum equivalent to 1% of the price for each week of delay until actual delivery of the services up to a maximum of 10 5% of the cost of that particular product, services. The purchaser has right to cancel the order in case delivery of products, services not delivered within stipulated time schedule. The purchaser is entitled to withhold (deduct) from the purchase price or any other amount which is due to supplier from this contract or any other contract	No Change.
156	62	Section 5.16	5.16 g. Delay in delivery / installation / commissioning of Supply, Customization, Installation, Integration and Maintenance of the solution, beyond the specified period for the same as mentioned in the order. 2. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the bidder.	g. Delay in delivery / installation / commissioning of Supply, Customization, Installation, Integration and Maintenance of the solution, beyond the specified period for the same as mentioned in the order, for reasons solely and entirely attributable to the Bidder. 2. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the bidder.	No Change
157	63	Section 5.19.b	5.19 b) All Intellectual Property Rights in the Deliverables (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Bank. In the event that any of the Deliverables or work product do not qualify as works made for hire, Bidder hereby assigns to Bank, all rights, title and interest in and to the Deliverables or work product and all Intellectual Property Rights therein.	b) All Intellectual Property Rights in the Deliverables (excluding Pre-existing Material or third party software or Open Source components (if any), which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Bank. In the event that any of the Deliverables or work product do not qualify as works made for hire, Bidder hereby assigns to Bank, all rights, title and interest in and to the Deliverables or work product and all Intellectual Property Rights therein The foregoing license does not authorizes Bank to (i) separate BIDDER Pre-Existing IP from the Deliverable in which they are incorporated for creating a stand alone product for marketing to others; (ii) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the BIDDER Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (iii) reverse compile or in any other way arrive at or attempt to arrive at the source code of the BIDDER Pre-Existing IP..	No Change
158	64	Section 5.20	5.20 Successful Bidder upon selection will provide an undertaking to comply with the provisions of the Information Security Policy of the Bank. Bank may also perform the audit of the product/solution by Bank's Staff or third Party auditor as and when required. The successful bidder is expected to clear any observations put forward in the audit within the prescribed timeframe without any extra cost.	Successful Bidder upon selection will provide an undertaking to comply with the provisions of the Information Security Policy of the Bank, provided in writing to Bidder. Bank may also perform the audit of the product/solution by Bank's Staff or third Party auditor as and when required. The successful bidder is expected to clear any observations put forward in the audit, agreed in the scope, within the prescribed timeframe without any extra cost.	No Change

Sl.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
159	65	Section 5.23	5.23 The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes 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 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. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vested in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.	The bidder assumes responsibility for and shall ~~indemnify and keep the Bank harmless from~~ settle all liabilities, claims, costs, expenses, taxes 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 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. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vested in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank. The Bank will indemnify, defend and hold BIDDER harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of BIDDER arising out of the use or possession of the facilities/equipment or location of the Bank by BIDDER or its personnel, unless	No Change
160	65	Section 5.24	5.24 The quality of services given by the bidder & progress of the project will be reviewed fortnightly and if the services are not found satisfactory, the bank reserves the right to terminate the contract by giving 30 days' notice to the bidder, including 15 days curing period. The decision of the bank regarding quality of services shall be final and binding on the bidder. The Bank shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 90 days, for any valid reason, including but not limited to the following : a) Excessive delay in execution of order placed by the Bank b) Discrepancies / deviations in the agreed processes and/or products c) Failure of bidder to complete implementation of solution within the time as specified in the RFP document d) Violation of terms & conditions stipulated in this RFP	5.24 The quality of services given by the bidder & progress of the project will be reviewed fortnightly and if the services are not found ~~satisfactory~~ as per agreed scope, the bank reserves the right to terminate the contract by giving 30 days' notice to the bidder, including ~~15 days~~ curing period. The decision of the bank regarding quality of services shall be final and binding on the bidder. The Bank shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 90 days, for any valid reason, including but not limited to the following : a) Excessive delay in execution of order placed by the Bank, for reasons for delay solely and entirely attributable to the Bidder; b) Substantial Discrepancies / deviations in the agreed processes and/or products c) Failure of bidder to complete implementation of solution within the time as specified in the RFP document for reasons for delay solely and entirely attributable to the Bidder; d) Violation of terms & conditions stipulated in this RFP Notwithstanding the above Bidder shall have the right to terminate the contract by giving 30 days' notice to the bidder, in the event of breach of any terms and conditions of this contract by the Bank and that such breach is not cured within the notice period of 30 days.	No Change. Every Unsatisfactory event will be recorded.
161	73	ANNEXURE V	ANNEXURE V: UNDERTAKING OF INFORMATION SECURITY We hereby undertake that the proposed software to be supplied to the Bank will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done).	We hereby undertake that the proposed software to be supplied to the Bank will be free of known malware, free of any obvious bugs and free of any known covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done).	No Change
162	74	ANNEXURE VI	ANNEXURE VI: COMPLIANCE AGREEMENT "We communicate our unconditional acceptance to the following terms and conditions of RFP 122020	"Subject to the deviations submitted by us, ~~W~~we communicate our unconditional acceptance to the following terms and conditions of RFP 122020	No Change

Sl.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
163	76	ANNEXURE VIII	ANNEXURE VIII: LITIGATION CERTIFICATE This is to certify that M/s_____, a firm / company incorporated under the companies act, 1956 / 2013 with its headquarters at, _____ is not involved in any litigation which threatens solvency of the company.	ANNEXURE VIII: LITIGATION CERTIFICATE This is to certify that M/s_____, a firm / company incorporated under the companies act, 1956 / 2013 with its headquarters at, _____ is not involved in any litigation which threatens solvency of the company. <u>This is to the best of our knowledge and as per the records available with the company.</u>	No Change
164	82-85	ANNEXURE XIII	ANNEXURE XIII: PERFORMA FOR INTEGRITY PACT 6. Sanctions for Violations: d. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest. g. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.	6. Sanctions for Violations: d. To recover all <u>advance</u> sums already paid by the BUYER, and in case of an Indian BIDDER ~~with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR.~~ If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum~~. and interest. g. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.~~	No Change
165	91	ANNEXURE XVII	ANNEXURE XVII: PERFORMANCE BANK GAURANTEE	Bidder suggests below section be added; <u>This Bank Guarantee issued by _____ Bank, on behalf of Bidder in favor of Customer Bank is in respect of a new Contract dated_____.</u> <u>As communicated by the Bidder, on the date of execution of this Bank Guarantee an amount of Rupees _____ (Rupees _____ only) is outstanding and payable to Bidder by Customer Bank, in respect of pervious contracts between Bidder and Customer Bank.</u> <u>As communicated by Bidder on the date of execution of this Bank Guarantee, there are no outstanding disputes related to any pervious contracts between Bidder and Customer Bank.</u>	No Change

Sl.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
166	96	ANNEXURE XX	ANNEXURE XX: Non-Disclosure Agreement "In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract". Indemnity: The System Integrator/Contractor shall defend, indemnify and hold harmless Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the System Integrator/Contractor and / or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the System Integrator/Contractor, in the course of discharge of its obligations under this Agreement. The provisions hereunder shall survive termination of the Contract	"In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract, for a further term of 2 years. ~~Indemnity: The System Integrator/Contractor shall defend, indemnify and hold harmless Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the System Integrator/Contractor and / or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the System Integrator/Contractor, in the course of discharge of its obligations under this Agreement. The provisions hereunder shall survive termination of the Contract.~~ Bank, agrees that during the course of discussions/ services, Bank is likely to receive or come into possession of information confidential/ proprietary to Bidder (including but not limited to information relating to software, trade secrets, know-how/ technical data, research, products, software services, development, inventions, processes, engineering techniques, strategies, etc) and except as agreed between the parties, Bank shall not disclose or divulge such confidential/ proprietary information to any third parties or make use or allow others to make use thereof either for its own benefit or for the benefit of others	No Change
167	-	Section	Additional clauses to be added; NON-SOLICITATION:	Neither Party will, without the consent of the other Party, employ or offer to employ (whether under a contract of service or under a contract for services) any person engaged or previously engaged by the other in a technical or managerial capacity in relation to the project, during the subsistence of this Agreement and until a period of 24 months has expired after the termination or expiry of this Agreement.	No Change in RFP.
168	-	Section	ENTIRE AGREEMENT:	Subject to any terms implied by law, this Agreement along with its annexures and schedules constitutes the entire agreement between Client and TCS and supersedes any previous agreements or understandings between the parties in relation to the subject matter of this Agreement. Each party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation or warranty other than those expressly set out in this Agreement. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement	
169	9		Last Date & Time for receipt of tender offers	Considering the comprehensive ask in the RFP, documentation need and review & approval processes, we would request the bank to extend the bid submission date by a minimum of Four Weeks after releasing the Pre-Bid responses.	Please refer corrigendum
170	20	3. Project Details	The bidder is expected to integrate various data sources as per the RBI ADF/ ADEPT/ CIMS requirement, and develop approximately 131 RBI ADF related reports and 62 identified MIS Reports. The bidder is also expected to build RBI ADEPT and RBI CIMS project. Over and above this, Internal MIS if any, requested by the Bank during the contract period, the bidder has to develop the same as per the agreed effort estimate based on the per man day cost, which is to be quoted in the bill of material.	Please share the volumetric around : 1. No. of files/feeds to be Ingested from each of the sources 2. Any other reports/Adhoc reports that need to be created apart from 193 (131 for RBI ADF & 62 for MIS). 3. Kindly specify what is ADEPT requirements? Some more insights would be helpful. How does it different from ADF?	1. Details will be shared with the successful bidder. 2. All 131 ADF Reports and 62 MIS Reports are to be developed.However, the list will be finalised in SLA. 3. ADEPT is a RBI project for sharing details of Advances, Customers, Branches, etc on Quaterly basis. It is direct system to system integration.
171	22	4. Data Submission Layer - Metadata management API	Dimensions and measures are automatically generated based on the data type without manual categorization with provision to create additional dimensions and measures in the metadata.	1. Please share additional details around this feature. 2. Is there any existing metadata management tool available within Bank ? 3. Is the bidder expected to build API for Integration of MIS system with other applications ?	2. There is no tool available for Metadata Management. 3. If required yes.

SI.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
172	22	3.2.1 ETL (Extract, Transform and Load) or ELT (Extract, Load and Transform)		1. Are there any real-time/streaming data processing requirements ? 2. What is the expected Batch completion time window for ETL Processing.	1. Yes. 2. Daily Process completion and respective report generation should be completed in minimum 4 hours.
173	25	3.2.2 Data Quality 3.2.3 Data Cleaning		1. How many attributes are expected to undergo Data Quality checks. 2. Is there any existing Data Governance tool available within bank ? 3. Is De-Duplication process expected to perform Match - Merge across multiple customer and provide match scores ? 4. De-Duplication logic is a built in feature of most Data Quality tools. Is Bank expecting bidder to build a custom solution for De-Duplication which can be hosted through a Web based portal.	1. Details will be shared with the successful bidder. 2. Data Governance tool is not available with bank. 3. Yes 4. Bidder is free to bring any solution or build custom solution which accomplishes the desired task mentioned in RFP.
174	26	3.2.4 MIS Database	1. "In general, fast query performance with high data throughput should be the base of the MIS Database." 2. "The system should have facility of storing and processing of frozen data such as Month-end/Quarter-end/Half Yearly data."	1. Is there any bench mark on the Query performance. 2. Please elaborate on the term - "Frozen data". How this is managed : Using another standby DB or using Archive storage (Files or Magnetic tapes). 3. What are the Bank's data retention requirements. 4. How the data is categorized into Hot,Warm,Cold and Frozen categories. 5. Is there any Data Archival Solution/tool in place within Bank or Bidder is expected to propose Solution/tool for the same.	1. Benchmark on Query performance will be finalised in SLA. 2. Frozen Data is nothing but history data. It is to be managed in both Standby DB and Archive Storage(Files or Magnetic tapes). 3. Details will shared with the successful bidder. 4. Frozen Data is nothing but history data. 5. Bank does not have any data archival tool. The solution should have facility to archive the data.
175	28	3.2.7 Facility Management	1. "Changes to business applications, IT components and facilities should be managed by change management processes to ensure integrity of any changes."	1. Is there any change management process defined within the Bank or bidder is expected to work with Bank to setup the Change Management process. 2. Is there any Change management/ticketing tool available to track various requests.	The bidder is required to quote for the ticketing tool/change management tool separately as optional item in commercial this will not be included in TCO. Bank may decide to go for its own tool.
176	28	3.2.8 Environment, Licenses & Infrastructure	1. "SI is expected to provide and maintain a development, test & production environment separately to conduct end-to-end User Acceptance Tests during project implementation and thereafter during the whole contract period." 2. "No data from the production environment should be taken for testing, the data used for the testing should be masked data."	1. As per this section, only 3 environments : DEV, SIT and PRODUCTION need to be setup for the Implementation. This means that UAT will be conducted on SIT Environment. Please confirm. 2. Since Production data cannot be used for Testing without masking, Is there any Test data management solution available within the Bank or bidder is expected to propose the same. 3. What are the data masking/tokenization requirements. How many fields are expected to be masked/tokenized ?	1. Yes. UAT will be conducted in Testing Environment. 2. Bank will share the Masked data for Testing. 3. Data masking details will shared with the successful bidder only.
177	29	3.2.12 Web Portal	1. "Approximately 131 RBI ADF reports, 62 MIS Reports and any Ad-hoc reports, if any, are to be developed as it may be required by various Departments".	1. What is the approx. no. of adhoc reports that are expected to be created ? 2. Is Web Portal same as GUI Interface of Reporting tool ? If No, Is bidder expected to create a custom Web Portal ? 3. Please clarify - "If any data is not available from the previously mentioned source systems, then a web portal/ interface will have to be developed for punching of the same with proper validations, checks and procedure defined by Bank." Is Web Portal expected to Perform Data Ingestion as well ?	1. Number of Adhoc reports will be finalized during GAP analysis. 2. Yes. Web Portal should include the Reports too. 3. Yes. If required, the Web Portal is expected to perform Data ingestion also.
178	31,36	3.2.14 MIS, RBI ADF Project, RBI ADEPT Project and RBI CIMS Project (Point #8) B. FUNCTIONAL SPECIFICATIONS (Point # 15) 3.2.14 - Pt. 4. The solution should be capable to generate data/ report in the format as required by Regulatory/ Statutory authorities including Statistical Data and Metadata Exchange (SDMX) format, XBRL, JSON, ASCII, Text, PDF, Excel, etc	(Point #8) -The solution should facilitate data masking of confidential data identified by bank. (Point #15) - The PII related data should not be used without masking.	What are the data masking requirements, How many fields/attributes are expected to be masked. 2. There is no information or no SDMX reporting guidelines are released by RBI so far and hence it will be very difficult to commit to the solution and to provide the commercials for the same. If any information is available with the bank in this regard then it will be helpful.	1. Various fields in Bank are required to be masked for data security and as per Law. 2. SDMX Reporting is a part of RBI CIMS Project as released by RBI.

SI.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
179	38	3.8 Indicative details of L1, L2 & L3 Support		1. What is the Incident management tool currently in use to capture incidents. 2. Is there any Definition of Priority 1,2,3 tickets. If Yes, Please share the acknowledgement and resolution SLA's. 3. Support needed between 10 am - 7 pm IST on Bank Business day. This means there is no weekend, nightly support needed for Batch processing. Please confirm.	1. Will be shared with the successful bidder. 2. Priority of Tickets will be finalised in SLA. 3. No change in RFP clause related to support.
180	50	4.10. Force Majeure	Neither Party will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to sabotage, fire, flood, explosion, accident, epidemic, pandemic, civil commotion, strike or industrial action of any kind, riot, insurrection, war, acts of government, political instability, unavailability of communication system, breach or viruses in process of computer hacking and computer crashes and any other occurrence of this kind, listed above, which is not reasonably within the control of the affected party. Each Party agrees to give to the other fifteen (15) calendar days written notice as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure. If the event of force majeure continues for a period of more than 30 consecutive days then either party may have the option to terminate the agreement upon written notice of such termination to the other party.	We would want to additionally insert in clause – ""Any delay in Capgemini's performance or inability of Capgemini to perform on its obligations hereunder due to conditions or circumstances related to COVID-19, regardless of foreseeability, will relieve Capgemini of its performance obligations and may constitute a force majeure event. In such event, Capgemini will provide notice to Bank of known impacts and use commercially reasonable efforts to mitigate any service disruption. The Parties shall determine a mutual Business Plan considering the COVID -19 situation, to the approach a schedule or other aspect of the services that may be necessary." Also we would request you to consider provision of virtual access policies during pandemic times.	No Change
181	27	3.2.7. Facility Management	The bidder have to provide onsite facility management services during the whole contract period for system administration, data base management, application development/customization, **adhoc requirements** and onsite support by providing adequate resources that are qualified and experienced during the implementation, support, sustenance phases throughout the validity of the contract.	We recommend a Time and Material Construct for the FM portion especially for adhoc requirements and rate for same will be negotiated at that point in time.	Adhoc requirements will be a part of job description of the onsite resources. No extra cost will be applicable for the same.
182	28	3.2.8. Environment, Licenses & Infrastructure	It would be the responsibility of the bidder to ensure that the **_real time_** replication of database and application happens between DC and DR	What is the RPO/RTO requirement for DR and please share network bandwidth between DC & DR	Details will be shared with the successful bidder.
183	63	5.17. Effect of termination	The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services	Proposed to add in the clause: Termination Assistance To provide within 60 days of completion of Services, a disengagement plan If Bank exercises its rights to insource or resource, the Bidder will notify Bank , if affected Resources or Affected Project Staff Members are necessary for the provision of the remaining Services and cannot be duplicated, whereupon the parties will agree upon an appropriate allocation of such Affected Resources and Affected Project Staff Members. Stranded Cost as defined consist of un recouped Bidder investments (e.g., upfront transition/mobilization and capability investments, not recouped at the time of termination).	No Change

SI.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
184	59	5.13. Penalty	a) Service Level shall be measured after Go-Live Date till completion of contract period. Service Levels shall be reviewed at least once every month during the period of contract and may be added/ deleted/ changed by Bank as a result of such review or any new business/ IT Services requirements. Penalties if any, as defined in SLA, shall be adjusted in the payment of a quarter. Balance penalties, if any, shall be levied in the payment for the subsequent quarter. _**b) Failure in Maintaining SLA & Resolution of Reported Issue**_ Bidder has to enter into Service Level Agreement (SLA) with bank. SLA will include the terms and conditions mentioned in this bid along with the uptime and resolution commitments by the bidder. The Application/Solution should not face any service impact/disruption. Its uptime should be at 99% (on quarterly basis). The changes made in the solution during AMC Period against Change Requests should be completed within the quoted timeframe with quality. _**Penalty will be deducted @ 1% of Total CR Implementation Cost for each day of non-completion beyond the quoted timeframe for the same Change Request, with a maximum up of 30% of Total CR Implementation Cost for the same Change Request.**_ Bidder should provide facility of call (fault) logging through telephone, e-mail, web portal, etc. The bidder must submit call wise details quarterly during warranty period. The bidder will have to pay the penalty amount as and when demanded by the bank, within 15 days from the demand date, otherwise bank reserves the right to invoke performance bank guarantee for recovery of the penalty amount. The Bidder would be responsible for ensuring that the exercise is as per the	a) Additions/modification to SLAs to be considered as project change management process and will be agreed mutually b) we would suggest to upper cap the delays in CR implementation to 10% of CR impelmentation cost	a) Query not Clear. B) No Change.
185	29	3.2.10. Training	Comprehensive training covering all aspects of MIS, RBI ADF Project, RBI ADEPT Project and RBI CIMS Project including all Functional and Technical aspects on configuration, operation, functionality, maintenance, support and administration to be provided to all the identified Bank's staff. The tentative number of persons to be trained will be a maximum of 50 and they may be split into batches for training for the whole period of TCO as per Bank's requirement.	Would request you to please confirm the training location or provide an option of virtual/online training possibilities given the present pandemic situation?	Online/ Offline Training will be finalised before the training considering the pandemic situation.
186	33	3.3. General Aspects in Scope	h. The Bidder should take care of all aspects of installation on existing or new setup, De-Installation, Configuration, Re-configuration, enhancements, updates, version upgrades, problem analysis, on – site, as well as off - site support to ensure smooth operations during and post implementation on perpetual basis.	Some top-notch softwares (eg Talend) are only available on subscription, we would request bank to consider such shift in licensing model, and allow.	Quote both separately, bank will take call
187	11	1.2	The period of contract shall be for a period of five years. The contract period will start from the date of Go-Live of the solution.	When is the expected period of the solution to start from and the exact term of the contract?	The contract period will start from the date of Go-Live of the solution and end after 5 years from the date of the Contract Start Date.
188	13	1.1	A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as specified in this RFP document.	Kindly confirm the form in which deviations are to be submitted.	No Change
189	20	3.1	In the event the proposed solution fails to meet the SLA service levels and the scope and objectives of the RFP (and addendums), the Bidder will have to upgrade, modify or replace the solution at no additional cost to the bank.	In the event the solution fails to meet the SLA, penalties are already being levied. Also, the solution to be develped as per the specifications provided and in the event of failure, there is always a remedy in terms of indemnity subject to the liability cap. Hence there should be no separate replacement of solution. Kindly confirm the said understanding.	No Change
190	26	3.2.4	The bidder is expected to maintain zero data loss under any circumstances.	The data loss will be as per bank's Recovery Time Objective(RTO) policy, please confirm?	There should not be any data loss on account of failure of Application/Database.
191	26	3.2.5	Bidder needs to provide the sufficient Hardware Sizing so as to cater the proposed solution smoothly during the whole contract period, also bidder should factor the sizing keeping in view all other application installations like Antivirus, Monitoring applications, application for server hardening etc. Bidder has to ensure the high availability, scalability, redundancy and performance of the solution, and to meet technical and functional requirements of MIS Database as per the terms of the RFP within the timeframe prescribed by the Bank.	Sizing will be done on the basis of the sizing requirements provided by the OEM's. Bidder not to be held if there are issues with the sizing requirements.	Bidder has to study and share the sizing based on the requirements and best judgement.

Sl.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
192	32	3.2 (g)	The warranty of the solution will start from Go-Live Date of the solution. After the completion of One year of warranty from the Go-Live Date, the bidder will maintain the software for 4 years as a part of ATS. The comprehensive charges for 5 years including one year of Warranty period and 4 years of ATS Period would form part of TCO (Total Cost of Ownership).	The warranty period of 1 year post go-live and 4 year ATS will increase the total duration of the contract to more than 5 years. Kindly confirm the exact contract period from signing of contract.	The contract period will start from the date of Go-Live of the solution and end after 5 years from the date of the Contract Start Date.
193	34	3.2 (R)	In case any bidder quotes open source software for any requirement given in the RFP, then it is mandatory for the bidder to quote rightful subscription and support charges to ensure compliance with the service levels defined in the RFP. The bidder shall take into consideration future takeover/ merger/ acquisition/ amalgamation of the open source software to/ by other company. The bidder should give an undertaking stating the continuation of support of the open source software delivered if any during the whole contract period.	The warranties as provided by the open source provider only to be provided to the client. In the event the vendor provides limited warranty, the same to pass through to the bank.	Bank's Clause is self-explanatory.
194	34	3.2 (t)	The Bidder shall also ensure that the software does not and shall not contain any computer code or any other procedures, routines or mechanisms to: Disrupt, disable, harm or impair in any way the software (or other applications installed on the system the software is installed or interacts with) orderly operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as "time bombs", "time locks", or "drop dead" devices); ☐ Cause the software to damage or corrupt any of the Banks' or its clients' data, storage media, programs, equipment or communications, or otherwise interfere with the Banks operations, or ☐ Permit the Bidder and/or its personnel and/or its licensors and/or any other third party, to access the software (or any other software or Banks computer systems) to cause such disruption, disablement, harm, impairment, damage or corruption (sometimes referred to as "traps", "access codes" or "trap door" devices).	The said warranties to be limited to the time of delivery only	No Change
195	45	4.1	All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties.	To be reworded as below: All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties.	No Change
196	45	4.1	The bidder shall undertake to observe, adhere to, abide by, comply with and notify the bank about all laws in force including IT act and Aadhar act, or as are or as may applicable in future, pertaining to or applicable to them , their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the bank and its employees/officers staff from any failure or omission on its part to do so and against all claims or demands of liability and consequences that may occur or arise for any default or failure on its part to confirm or comply with the above and all other statutory obligations/laws arising there from.	Bidder will be responsible to observe, adhere to, abide by, comply with and notify the bank about all laws which are applicable to the Bidder only as a corporate entity registered under the laws of India. It is the bank's responsibility to adhere to the laws applicable to the bank and bidder and will not be responsible to indemnify for any non-compliance of the laws applicable to the bank.	No Change
197	45		The bidder must ensure that the proposed products/ services are compliant to all such applicable existing regulatory guidelines of GOI/ RBI and adheres to requirements of the IT Act 2000 with amendment from time to time and payment and settlement systems Act 2007 and amendments thereof as applicable. Also the successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights, etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act, 2000 or any act in force at that time in respect of all software or other systems supplied by bidder to the Bank from any source.	To be limited only to indemnity for infringement of IP rights. To be reworded to: Capgemini shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. In any of the above cases, where any change in regulatory requirements or amendments has any impact in Deliverables/Services under the Agreement, Bidder will have the right to renegotiate the costs to address any impact.. Indemnity would be limited to the indemnity clause and shall exclude indirect, consequential and incidental damages.	No Change

Sl.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
198	45	4.1	ISMS Framework- The bidder shall abide by the ISMS framework of the Bank. Bidder shall abide by the ISMS policy and any other policy and subsequent procedures of the Bank.	Any changes in the exisitng ISMS framework to be charged separately. Also would request you to please help provide the existing ISMS Farmework policy.	Will be shared with successful bidder.
199	46	4.2	Under no circumstances Bank of Maharashtra shall be liable to the selected vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank of Maharashtra has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.	The liability cap is limited to the Total Order Value. Total Order Value is not a defined term in the RFP. Does the same refer as the TCO. To be reworded as below: Under no circumstances neither party shall be liable to the other for indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if the parties has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business. Bank to be liable for payment for all the services provided till the date of the contract.	No Change
200	47	4.3	It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against vendor.	Indemnification claims to be limited to the indemnity clause as mentioned in the RFP	No Change
201	50	4.7	The Supplier 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 supplier, including-all inventions, designs and marks embodied therein in perpetuity.	To be limited only to deliverables and servicces	No Change
202	50	4.8	The Solution will be deemed accepted only when all the functionalities as per the Scope are provided, commissioned and accepted by the Bank or the Bank appointed Consultant. The UAT shall be signed off between the Bank and the Successful Bidder	If acceptance is not provided within the time period in the acceptance criteria then the solution shall be deemed to be accepted by the bank.	No Change
203	52	4.16(a)	Successful Bidder will undertake to indemnify the Bank and keep the Bank and its officers/ employees/ Directors fully indemnified and harmless from and against all the consequences of any of its actions and/ or its sub-contractors, representatives, employees leading to breach of any of the provisions of Law faced, suffered or incurred by the Bank.	To be deleted. Bidder to liable to indemnify only for laws applicable to the bidder and not for the laws applicable for the bank.	No Change
204	53	4.16 (b)	Similarly, in the event of any claims being made on the Bank, on account of any breach or non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made or deficiency in service by Successful Bidder, its employees, officers, agents, etc. Successful Bidder undertakes to pay on first demand made by the Bank of any amount on this account without any demur, contest or protest whatsoever within 7 working days of the demand being made. The Bank may at its discretion settle any or all claims made on it and recover the amount so paid from Successful Bidder and /or make deductions from the amount payable by the Bank to Successful Bidder.	Indemnity claims to be limited for breach of applicable laws to the bidder, fraud, wilful misconduct and gross negligence. Reference to other indemnities to be deleted.	No Change
205	53	4.16 (d)	That the Bank, its representatives, its Regulators including RBI or persons authorized by the Regulator, its internal/ external/ other Auditors, shall, whenever required/called for, have access to	The representatives of the bank should not be competitors of the bidder	No Change
206	53	4.16 (g)	That due diligence/ KYC/ physical verification of employees of the company/ their sub-contractor will be done by the successful bidder and proper records of the same will be maintained and shared with Bank.	Only report on whether an employee has been successful in their background check will be shared with the bank.	Bank will require proper records of the onsite resources in addition to the background check report .
207	54	4.17	The Bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Bidder shall also provide licensed software for all software products whether developed by it or acquired from others. The Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard.	The license agreement to be executed between bank and the OEM and the documentation with that regard to be provided by the OEM. Since the contract is between the bank and the OEM, no indemnity on this regard to be provided by the bidder.	The contract will be between the bank and OEM for the product and with the bidder for service and other.

Sl.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
208	55	5.4©	In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the bidder. Any amount pending for payment due to non-achievement of milestone/s set under the agreement or any other reason solely attributable to the bidder should be included in the remaining amount of the contract value.	Performance guarantee to be invoked only when the penalties reach the maximum level and after the dispute resolution mechanism is invoked	No Change
209	61	5.13©	In case the bidder refuses to accept / execute the order, Bank will procure the same from the respective OEM as per terms & conditions and rate accepted by OEM. The bidder has to bear the different cost of the item/ product (Bank is having all the rights to recover the difference/ penalty amount from PBG as well as any amount payable to the bidder). If required, Bank may also take action against the bidder and blacklist them without any correspondence in this regard.	In the event of non acceptance of order by the OEM, bank can procure it from another OEM. Bidder not to be responsible for the fault of the OEM. Also in the event of breach, the remedy is already available in terms of indemnity subject to the liability cap. Hence reference to blacklisting to be avoided.	No Change
210	61	5.14	If supplier fails to deliver any or all products, services within stipulated time schedule specified in the contract and as per satisfaction of the Bank, as specified in the RFP, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, a sum equivalent to 1% of the price for each week of delay until actual delivery of the services up to a maximum of 10% of the cost of that particular product, services. The purchaser has right to cancel the order in case delivery of products, services not delivered within stipulated time schedule.	While there are separate upper caps for both penalty and liquidated damages, at no point of time should the total of the penalties and liquidated damages exceed 10% of the total contract value.	No Change
211	63	5.18	If the Bank undergoes an amalgamation, take-over, consolidation, reconstruction, merger, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Bidder under this RFP.	In the event of amalgamation or take over of the bank, then bidder shall have the renegotiate the price mentioned in the contract.	No Change
212	64	5.2	Successful Bidder upon selection will provide an undertaking to comply with the provisions of the Information Security Policy of the Bank.	The copy of the Information Security Policy to be shared with the bidder	Policy will be shared with the successful bidder.
213	65	5.22	Any delays in performing the obligation by the supplier will result in imposition of liquidated damages and/or termination of rate contract for default as detailed in this document.	Kindly confirm that the delays will be subject to the penalties mentioned	Delays will lead to penalties first. After the penalty cap is reached, bank will sequentially decide upon invoking PBG, termination of Contract and finally Balcklisting of the Bidder.
214	65	5.23	The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes 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 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.	To include the following: 1. Indemnity to be limited to third prty claims 2. No indemnity to be provided for breach of bidder's obligations under the general conditions which is covered by the limitation of liability 3. Indemnities only be limited to direct damages and limited to claims arising out of breach of laws applicable to the bidder and for any compensation claims raised by employees and for IP breach of the deliverables	No Change
215	74	Annexure IV	We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 122020.	Some of the clauses will need a mutual discussion and logical conclusion so would request you to consider the submission of response alongwith some deviations. Kindly confirm that the bank is open for discussion on the legal terms and conditions of the agreement.	Deviations not acceptable to Bank
216	56	a) Enterprise License Cost	70% of the Product Cost will be paid immediately after delivery of Licenses in Bank's Name and successful installation of the product at both DC and DR site for the MIS, RBI ADF PROJECT, RBI ADEPT and CIMS Project of the bank.	Payment to OEMs for licenses needs to be generally done 100% upfront, so hereby request you to please make the clause as "70% of the Product Cost will be paid immediately after delivery of Licenses in Bank's Name for the MIS, RBI ADF PROJECT, RBI ADEPT and CIMS Project of the bank."	No Change
217	56	a) Enterprise License Cost	successful installation of the product at both DC and DR site	Would request you not to keep the dependence on the DR installation for the payment of enterprise license cost. Kindly make payment as soon as installation done as DC.	Both should happen simultaneoulsy in a short period.

Sl.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
218	56	a) Enterprise License Cost	20% will be paid after completion of 60 % of reports and 10% will be paid after development of all reports.	Would request you to help revise the 2nd and 3rd milestones for Enterprise License Cost as follows :- Installation of Licenses - 20%; On submission of PBG - 10% This is because the report completion as a milestone is relevant for Implementation Cost and not for Enterprise License Cost as per the industry practice.	No Change
219	56	Implementation Cost	**b) Implementation Cost :** i) System Requirement Specification and analysis :- 10%; ii) Completion of Gap Analysis and Implementation of CDR with the Hardware provided by Bank. :- 10%; iii) UAT Sign Off of 60% Reports :- 45%; iv) UAT Sign Off of 80% Reports :- 20%; v) Completion of Project Implementation (100% of Project Implementation) :- 15%	Would request you to revise the same as follows : **b) Implementation Cost :** i) System Requirement Specification and analysis :- 20%; ii) Completion of Gap Analysis and Implementation of CDR with the Hardware provided by Bank. :- 10%; iii) Completion of Build & SIT - 20% iv) UAT Sign Off of 60% Reports :- 35%; v) UAT Sign Off of 80% Reports :- 10%; vi) Completion of Project Implementation (100% of Project Implementation) :- 5% This is because most of the effort will go into making the system up and implementing the initial set of reports	No Change
220	57	**c) AMC / ATS (After expiry of one year warranty period)**	**c) AMC / ATS (After expiry of one year warranty period)** Payable quarterly at the end of each quarter after deducting any penalties, if any against receipt of satisfactory service report for the concerned quarter from the Bank's Project / Operation Manager.	AMC/ATS Payment to the OEM vendors happens yearly in advance, would request you to please help provide the same accordingly.	No Change
221			5.11. Annual Technical Support The ATS rates for software will be valid for a period of Four years after expiry of One year warranty period. Payment of ATS will be released on quarterly basis.	We consider that the ATS rate will be applicable only till the end of the 5th Year from the signing of contract.	No Change
222	52	4.15 Project Implementation	Bank expects the bidder to successfully complete the implementation of the solution within 42 Weeks from the date of placing Purchase Order. The Bidder is expected to implement Phases of Project Implementation as mentioned below	Would request you to let us know the detailed timeline for implementation of all 3 phases as per table.	The outer limit for implementation of the solution is 42 weeks. Bidder can adjust the timelines of the phases accourding to its planning. The timelines
223	42	3.10.2	Bank also reserves the right of selection of System Integrator/ bidder either by Opening of Commercial Bids or proceed with the selection of Bidder through On Line Reverse Auction of System Integrators (who are found eligible after evaluation of Technical Bids). Bidder should give best prices in their Commercial bid and should not presume that Bank will go for Reverse Auction.	Will the bank conduct reverse auction or just use the commercial bid to finalize the bidder	Respective committee of the Bank will decide on the same and will be informed to the bidders.
224		Commercial Bid	Product Cost - Enterprise / ETL/ELT/ Perpetual License Cost	Can Purpose Based Licenses (i.e. Core Based) be considered here instead of enterprise licenses?	No Change
225	31	3.2.14	MIS, RBI ADF Project, RBI ADEPT Project and RBI CIMS Project The Solution, during the contract period should be able to generate all the existing reports listed during the business requirements phase and UAT phase. Also, any minor or major changes in these reports shall be carried out by the bidder without any extra cost during the contract period.	Solution will be catered to business requirement defined and siged off during business gathering phase. All changes will go through change management process and will be prioritised for development in discussions with the Bank	No Change
226	36	Functional Specifications (11)	The solution should have facility to generate leads from the existing customer data for support cross selling and upselling of bank's products, based on various search criterion inputs'	MIS listed in annexure XIX does not specify above requirement. Is it a new MIS or Inquiry? Need more elaboration on requirement	Bank may ask the bidder to develop reports from MIS Database based on logic defined by Bank for generating leads in addition to the MIS Report listed in Annexure XIX which will be finalised in SLA.
227		Generic	Licenses/Tools	What the current licensed tools being used for monitoring and data sync between DC & DR?	Details will be shared with the successful bidder only.
228	27	3.2.5		What is the server/machine (linux/Windows) configuration for database and Application?	Bidder has to plan and share the sizing and licenses required for the Project.
229				a) Considering the rise in COVID 19 cases in the last 3 to 4 days, would request bank to consider the option of online submission of the proposal to RFP. b) Also it would be helpful if the Pre Bid Meeting can be conducted virtually.	Considered. Bank will share details of online submission.

Sl.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
230	57	5.8 Payment Terms	The Bank will pay invoices within a period of 90 days from the date of receipt of undisputed invoices	Would request you to make it as "The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices"	No Change
231	60 & 61	Performance measurement (Point 2 to 6)	"…....to the Maximum of 20% of the Quarterly AMC Cost." & "….to the Maximum of 15% of the Quarterly AMC Cost."	Would request you to make it as "…....to the Maximum of 10% of the Quarterly AMC Cost." & "….to the Maximum of 10% of the Quarterly AMC Cost."	No Changes.
232	21	3.1. Introduction	Data Acquisition Layer- This layer intends to collect data from different data sources viz. CBS, EFT Switch, Treasury, Internet Banking, Mobile Banking, EXIM and other systems.	Request bank to share list of all probable source systems to integrate with elaborating 'other systems' or share total number of source systems for scoping purpose.	Please refer RFP
233	22	3.1. Introduction	2. Data Conversion Layer- The data collected from different data sources is then treated with various processes extraction, validation, cleansing, transformation, etc. to derive correct and consistent data. The suitable ETL/ ELT process should be defined keeping in view of the Bank's Data Warehouse/ Business Intelligence Solution in the Background.	Request bank to recommend standard practice to integrate with source systems, for example: via file extracts, direct database connection, etc. Also, also let us know the frequency of the data consumption	Bidder is expected to extract the incremental data from the source system.
234	22	3.1. Introduction	3. Data Integration & Storage Layer- The cleaned data is then integrated and stored in Centralized Data Repository/ MIS Database.	What is the preferred database for Bank for Centralized Data Repository/ MIS Database?	Please refer RFP
235	22	3.1. Introduction	4. Data Submission Layer- The data stored in MIS Database is then used to generate various reports for Bank and other Regulatory Authorities. RBI ADF, RBI ADEPT and RBI CIMS projects will rely exclusively on MIS Database for generation of various reports which in turn will be shared with RBI and other authorities through system to system interface or other means.	Request Bank to share intended format of the reports. Are you looking for direct integration with RBI ADF, RBI ADEPT and RBI CIMS from MIS system and recommend Bank's standard practice to integrate with external systems	The RFP point is self explanatory.
236	22	3.1. Introduction	API: Provides an API for integration with other Bank's web applications	Request Bank to share type and probable list of APIs to to intrgrate with or total number of APIs for scoping purpose.	To be shared with successful bidder.
237	25	3.2.3. Data Cleaning	The extracted data fields will be minutely checked for partial data, missing data, logical errors, pattern matching for same customer	Request bank to clarify if the tool should have a GUI interface making it easy for users to drag & drop and identify duplicates and cluster records using fuzzy logic	Bidder is free to bring any solution which accomplishes the desired task.
238	25	3.2.2. Data Quality 3.2.3. Data Cleaning	Data Quality and Data Cleansing	Is there any requirement of Customer entity resolution using complex deduplication methods (like Fuzzy match)	The requirement is mentioned in the RFP document.
239	26	3.2.5. Sizing of Hardware and Software	Bidder needs to provide the sufficient Hardware Sizing so as to cater the proposed solution smoothly during the whole contract period, also bidder should factor the sizing keeping in view all other application installations like Antivirus, Monitoring applications, application for server hardening etc.	We understand that Antivirus, Monitoring applications, firewall, load balancer, network switch etc. will be provided by the bank. Please confirm.	The RFP point is self explanatory.
240	27	3.2.5. Sizing of Hardware and Software	8. 200 Concurrent users logged in, concurrent generation of reports, etc. 9. 10% Year on Year growth of customer base, advances, CASA, etc.	Bidder requests bank to confirm whether growth is expected in the number of concurrent users during the contract duration.	No
241	27	3.2.5. Sizing of Hardware and Software	11. Periodic backup of data.	We understand that backup software will be provided by the bank. Please confirm.	Bidder is expected to take the periodic backup.
242	27	3.2.5. Sizing of Hardware and Software	12. Development, Testing and Production Environment.	Please specify how much % of production will be testing environment?	Details will be discussed with the successful bidder.
243	27	3.2.5. Sizing of Hardware and Software	17. DC & DR Setup including replication.	We understand that replication tool will be provided by the bank. Please confirm.	It will be the responsibility of bidder to setup DC DR with replication.
244	27	3.2.5. Sizing of Hardware and Software	ETL Volume and frequency of ETL from different data source	Please specify the ETL volumes that is expected	Details will be shared with the successful bidder.
245	27	3.2.5. Sizing of Hardware and Software	The successful bidder need to quote the rates of OS and Database, if bank possess the license of OS and database then the same will be provided by bank.	Please specify the licenses available with the bank for OS and DB.	Please refer RFP Document
246	27	3.2.5. Sizing of Hardware and Software	The successful bidder need to quote the rates of OS and Database, if bank possess the license of OS and database then the same will be provided by bank.	With respect to Source Systems, please provide the various databases (i.e. Oracle/DB2/SQL etc.) and their respective versions that are being used today.	Will be shared with the successful bidder
247	27	3.2.5. Sizing of Hardware and Software	The successful bidder need to quote the rates of OS and Database, if bank possess the license of OS and database then the same will be provided by bank.	Request bank to provide details of tools/software/infra/databases which are to be leveraged mandatorily for the solution.	Please refer RFP Document.
248	27	3.2.5. Sizing of Hardware and Software	17. DC & DR Setup including replication.	Request Bank to share list of replication components i.e. Database, file systems, binaries etc and recommend Bank's standard practice	Everything which is in DC production should be replicated to DR.

SI.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
249	29	3.2.11. Web Portal	Approximately 131 RBI ADF reports, 62 MIS Reports and any Ad-hoc reports, if any, are to be developed as it may be required by various Departments	Please specify the no. of reports required in the XBRL format	Will be shared with the successful bidder
250	29	3.2.11. Web Portal	Approximately 131 RBI ADF reports, 62 MIS Reports and any Ad-hoc reports, if any, are to be developed as it may be required by various Departments	Request bank to provide , fequency of the report generation, complexity and use of the MIS reports	Reportwise schedule will be shared with the successful bidder.
251	30	3.2.11. Web Portal	All the reports (RBI usage/ Internal Usage), which are developed by the bidder, are to be hosted in the MIS Web portal.	Request bank to clarify whether the portal will be accessible by both internal (bank) and external (RBI) users. If yes- 1. Please specify number of users accessing the portal and concurrency of the same. 2. We understand that firewall, load balancer will be provided by the bank. Please confirm.	The portal will be accessible to Bank's internal users only.
252	31	3.2.13. Updation of MOC Effects	The solution is expected to have the capability to update various effects of MOCs (Memorandum of Changes) carried out during Audit including Pre-MOC for all locations, Post- Zone MOC, Post-Head Office MOC and generate Quarterly/Half-Yearly/Yearly reports in reasonable time without extra efforts.	We request bank to undertake the changes post implementation via Change Request process.	No Change
253	33	3.3. General Aspects in Scope	q. The bidder is expected to develop a disaster recovery plan for restoration of the system in the event of any disaster or major incident. The Disaster recovery plan will be first tested prior to go-live to verify DR readiness and then on every subsequent DR Drill conducted by Bank, the solution will participate in the DR Drill. The DR drill period will be decided by bank.	We understand that DR drill activity will be conducted once during implementation. Please confirm the frequency of DR drills post implementation.	Frequency of DR drill will be shared with the successful bidder.
254	33	3.3. General Aspects in Scope	The bidder is expected to migrate by redesigning and recording the existing MIS Database for any reference required while developing the New MIS System.	Please share details of the existing MIS Database (Size, Data Structure, Database name etc.)	Will be shared with the successful bidder
255	35	3.4. Technical & Functional Specifications	11. The solution should comply Bank's archival and storage policy.	Bidder requests bank to specify archival and storage policy.	Will be shared with the successful bidder
256	36	3.6. Detail Design	Historical data migration for analytical purpose.	Bidder requests bank to provide the size of historical data to be migrated.	Will be shared with the successful bidder
257	37	3.5. Implementation scope	Exact replica of the solution to be deployed for Disaster Recovery (DR) site.	We understand that DR will not have HA. Please confirm.	The configuration should be in such a manner that there should be minimum downtime and SLA levels are achieved.
258	NA	Volumetrics	Multiple places in the RFP	Please provide BI users (total, concurrency, yoy growth) volumetrics.	Right now Bank is loooking for MIS and RBI requirements but is setting the platform for BI. Right now, BI activity is not involved and is not a part of TCO.
259	NA	Volumetrics	Multiple places in the RFP	Please provide breakup of Business/Power/Super users for BI usage (Business user is a viewer, power user is someone who can view and edit reports , super user is admin)	Will be shared with the successful bidder
260	NA	Volumetrics	Multiple places in the RFP	1) What would be your extrapolation of the size of a largest data set upon which analytics is to be done? 2) What would be your extrapolation of the size of a average data set upon which analytics is to be done? 3) What would be your extrapolation of the size of a largest data set upon which reporting is to be done? 4) What would be your extrapolation of the size of a average data set upon which reporting is to be done?	Analytics is not planned now. Base platform is only setup. Analytics is not a part of TCO.
261	NA	Volumetrics	Multiple places in the RFP	Please provide mobile users approximations who will be consuming reports/dashboards on mobile	Will be shared with the successful bidder
262	NA	Volumetrics	Multiple places in the RFP	What is the total user count for the ETL solution? How many concurrently active users would be accessing the solution?	Will be shared with the successful bidder
263	NA	Volumetrics	Multiple places in the RFP	Request the bank to provide the # of tables, approx size & source format for each source system w.r.t ETL solution	Will be shared with the successful bidder

Sl.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
264	45	4.1.	The bidder shall undertake to observe, adhere to, abide by, comply with and notify the bank about all laws in force including IT act and Aadhar act, or as are or as may applicable in future, pertaining to or applicable to them , their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the bank and its employees/officers staff from any failure or omission on its part to do so and against all claims or demands of liability and consequences that may occur or arise for any default or failure on its part to confirm or comply with the above and all other statutory obligations/laws arising there from. Also the successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights, etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act, 2000 or any act in force at that time in respect of all software or other systems supplied by bidder to the Bank from any source.	We submit that we will indemnify only for any third party claims resulting from any breach of intellectual property.	No Change
265	46	4.2.	Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.	We submit that we will indemnify for regulatory fines and penalties that the customer is required to pay due to a direct breach by us of applicable laws.	No change
266	46	4.3. Limitation of Liability		We submit that the liability be made mutual. Further, we will not be liable for any indirect, incidental, consequential, special or exemplary damages arising under this agreement, including but not limited to, loss of revenue or anticipated profits or lost business.	No Change
267	52	4.16	a. Successful Bidder will undertake to indemnify the Bank and keep the Bank and its officers/ employees/ Directors fully indemnified and harmless from and against all the consequences of any of its actions and/ or its sub-contractors, representatives, employees leading to breach of any of the provisions of Law faced, suffered or incurred by the Bank. The bidder should indemnify the Bank in case of any breach by the bidder or its sub-contractors, representatives, employees, etc. of its obligations under confidentiality.	We submit that we shall defend (settle and/or pay damages awarded by the court) the Bank against any third party claims arising from the following: a. Claims for loss or damage to third party tangible property; b. claim by any person in respect of bodily injury or death; c. claims by any third party in respect of any IP infringement; brought against or recovered from the Bank by reasons of any act or omission on our part or on part of our agents or employees in the performance of the contractual obligation.	No Change
268	52	4.16	b. Similarly, in the event of any claims being made on the Bank, on account of any breach or non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made or deficiency in service by Successful Bidder, its employees, officers, agents, etc. Successful Bidder undertakes to pay on first demand made by the Bank of any amount on this account without any demur, contest or protest whatsoever within 7 working days of the demand being made. The Bank may at its discretion settle any or all claims made on it and recover the amount so paid from Successful Bidder and /or make deductions from the amount payable by the Bank to Successful Bidder.	We submit that we shall defend (settle and/or pay damages awarded by the court) the Bank against any third party claims arising from the following: a. Claims for loss or damage to third party tangible property; b. claim by any person in respect of bodily injury or death; c. claims by any third party in respect of any IP infringement; brought against or recovered from the Bank by reasons of any act or omission on our part or on part of our agents or employees in the performance of the contractual obligation.	No Change

Sl.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
269	54	5.3	Bank also reserves the option to purchase the whole Solution duly updated and upgraded with source code at any stage of contract period or even after the completion of the contract period at the cost negotiated with the successful bidder as an optional item in the commercial offer.	We submit that there will be no transfer of ownership of any intellectual property. If deliverables are created by us specifically for the bank and identified as such in Supporting Material, we hereby grants to the bank a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally. We shall retain ownership of: a. all pre-existing Bidder Intellectual Property Rights ("IPR") and; b. all IPR in Materials and Reports etc. developed during the course of the agreement and remain therefore able to re-use any copyrightable or patentable elements of the Materials and Report in future engagements.	No Change
270	55	5.4	c. In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the bidder. Any amount pending for payment due to non-achievement of milestone/s set under the agreement or any other reason solely attributable to the bidder should be included in the remaining amount of the contract value.	We submit that there will be no transfer of ownership of any intellectual property. If deliverables are created by us specifically for the bank and identified as such in Supporting Material, we hereby grants to the bank a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally. We shall retain ownership of: a. all pre-existing Bidder Intellectual Property Rights ("IPR") and; b. all IPR in Materials and Reports etc. developed during the course of the agreement and remain therefore able to re-use any copyrightable or patentable elements of the Materials and Report in future engagements.	No Change
271	56	5.8 Payment Terms		We submit that all payments be made within 30 days from the date of the invoice.	No Change. Bank will try to settle all undisputed invoices within minimum possible time.
272	66	5.17	Bank shall make such prorated payment for services rendered by the bidder and accepted by Bank at the sole discretion of Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.	We understand that prior to termination, a notice period of 90 days will be provided. Further, we submit that in the event of termination, the bank shall pay all amounts due and payable to us for the goods/services delieverd till the effective date of termination.	No Change.
273	65	5.23 Indemnity		We submit that we shall defend (settle and/or pay damages awarded by the court) the Bank against any third party claims arising from the following: a. Claims for loss or damage to third party tangible property; b. claim by any person in respect of bodily injury or death; c. claims by any third party in respect of any IP infringement; brought against or recovered from the Bank by reasons of any act or omission on our part or on part of our agents or employees in the performance of the contractual obligation.	No Change.
274	56	5.8. Payment Terms		Bidder request to change the payment term for licenses as 100% on delivery as there is a separate payment term for implementation services which is paid on milestone basis.	No Change
275	59	5.13. Penalty		Bidder request below clarity 1. There are 2 penalty clause for delay in implementation - clause 5.13 (a) and 5.14. Bidder request to clarify that both are same clause and only 1 penalty will be levied in case of delay 2. Bidder request to cap the SLA penalty to 10% of quarterly payment value for each quarter.	Penalty for Liquidated damages is over and above SLA Penalties.
276	85	Integrity pact clause 7. Fail Clause		Bidder request to delete this clause as this is competitive RFP	No Change
277	69	Annexure III	The Bidder and OEM should have an average turnover of at least 30 Cr in FY 2017-18, FY 2018-19 and FY 2019-20 each. However, if the Bidder is a MSME, the average turnover clause is relaxed and the MSME bidder should have at least 20 Cr average turnover in FY 2017-18, FY 2018-19 and FY 2019-20 each.	Kindly consider our request as we fall under MSME and would like to participate and deliver project successfully. Consortium/ OEM and or Bidder should have avaerage turnover of 8 Cr in FY 2017-18, FY 2018-19 and FY 2019-20.	No Change

Sl.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
278	69	Annexure III	The Bidder and OEM should either have made Net Profit OR have positive Net Worth during last three financial years viz. FY 2017-18, FY 2018-19 and FY 2019-20 each.	Kindly Consider Net worth or net profit:Consortium / OEM and Or Bidder should have avareage turnover/ at least 2 years	No Change
279	17	c) Commercial Bid	Only one Submission of response to RFP by each bidder will be permitted. Any bids made through partnerships / consortium will not be accepted.	**Terms & Conditions** Requesting bank to kindly allow partnership/consortium bids.	No Change
280	22	4. Data Submission Layer	Export Facility: All reports, tables and data should be exported to formats like SDMX, XBRL, JSON, PDF, Excel, JPEG, text, etc.	**Scope of Work** When you refer to JPEG, we assume that it means exporting of charts. Please confirm.	Primarily charts and diagrams
281	23	3.2.1. ETL (Extract, Transform and Load) or ELT (Extract, Load and Transform)	The ETL/ ELT tool should provide native access to all the major RDBMS, MS Excel and Text files	**Scope of Work** Requesting bank to kindly suggest what kind of text files will be uploaded?	Text files can be in the form of Tab delimited, Pipe Delimitted, CSV, etc
282	26	3.2.5. Sizing of Hardware and Software	The Bidder has to provide the sizing of Hardware for the Solution, software & services to meet technical and functional requirements as per the terms of the RFP within the timeframe prescribed by the Bank.	**Scope of Work** It is our understanding that bank will provide all infra components (including Oracle DB, in case bidder quotes for Oracle DB since bank is having ULA) as per sizing recommendations. Kindly confirm.	The clause is self-explanatory.
283	27	3.2.5. Sizing of Hardware and Software	8. 200 Concurrent users logged in, concurrent generation of reports, etc.	**Scope of Work** While this helps, it would also help if you could specify approximately how many reports will get fired in a day.	Details will be shared with the successful bidder.
284	28	3.2.8. Environment, Licenses & Infrastructure	Bank is having ULA for Oracle Database	**Scope of Work** Is there a preference for Oracle as a database for this project?	No
285	34	3.4. Technical & Functional Specifications A. TECHNICAL SPECIFICATIONS	2. Solution should be OS Independent. Also, it should be able to run in mobile devices of staffs irrespective of types of OS in mobile devices.	**Scope of Work** Is the bank looking mainly at tablets or at mobile phones as well? Kindly clarify	No, bank is only expecting that the reports can be viewed/ download in the web browsers in Mobile phones.
286	34	3.4. Technical & Functional Specifications A. TECHNICAL SPECIFICATIONS	2. Solution should be OS Independent. Also, it should be able to run in mobile devices of staffs irrespective of types of OS in mobile devices.	**Scope of Work** Is the bank looking for an installable mobile application or a responsive web application is fine? Kindly clarify	No, Bank is not looking for Mobile Application.
287	35	3.4. Technical & Functional Specifications A. TECHNICAL SPECIFICATIONS	15. Application must also be compatible with the hardware available / used at branches and Browser independent.	**Scope of Work** Is there an expectation that the solution should work on older browsers like IE10? Kindly clarify	No.
288	36	3.4. Technical & Functional Specifications B. FUNCTIONAL SPECIFICATIONS	8 The solution should generate reports in various file formats such as CSV, excel, word, PDF, XML, JSON, etc. **The solution should support digital signing.**	**Scope of Work** Are we looking at integrating with something like e-Mudra? In that case only PDF can be digitally signed and each signatory needs to be validated and should be carrying USB keys	The solution should have the capability to digitally sign the reports generated as a part of this Project.
289	69	ANNEXURE III: COMPLIANCE TO ELIGIBILITY CRITERIA	1. The Bidder and OEM should be a Government Organization/ PSU/ Private/ Public Limited/ Partnership/ Proprietorship firm and should be a Registered Company with standing of 5 years as on 31.03.2020. The Bidder and OEM should have an average turnover of at least 30 Cr in FY 2017-18, FY 2018-19 and FY 2019-20 each. However, if the Bidder is a MSME, the average turnover clause is relaxed and the MSME bidder should have at least 20 Cr average turnover in FY 2017-18, FY 2018-19 and FY 2019-20 each. The Bidder and OEM should either have made Net Profit OR have positive Net Worth during last three financial years viz. FY 2017-18, FY 2018-19 and FY 2019-20 each.	**Terms & Conditions** Requesting the bank to kindly change the second point in this clause to "The Bidder and OEM should have an average turnover of at least 30 Cr in FY 2017-18, FY 2018-19 and FY 2019-20 each. However, if the Bidder is a MSME, the average turnover clause is relaxed and the MSME bidder should have at least **10 Cr average turnover** in FY 2017-18, FY 2018-19 and FY 2019-20 each."	No Change
290	69	ANNEXURE III: COMPLIANCE TO ELIGIBILITY CRITERIA	2. The Bidder/ OEM has successfully implemented the project of RBI ADF for at least one scheduled Commercial Bank in India.	**Terms & Conditions** Requesting the bank to kindly change this clause to "2. The Bidder/ OEM has successfully implemented the project of RBI ADF for at least one scheduled Commercial Bank in India OR 2. The Bidder/ OEM has successfully implemented a project where Critical RBI reports on AML/EFM is configured for at least three scheduled Commercial Bank in India."	No Change

Sl.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
291	59	5.13. Penalty b) Failure in Maintaining SLA & Resolution of Reported Issue	The changes made in the solution during AMC Period against Change Requests should be completed within the quoted timeframe with quality. Penalty will be deducted @ 1% of Total CR Implementation Cost for each day of non-completion beyond the quoted timeframe for the same Change Request, with a maximum up of 30% of Total CR Implementation Cost for the same Change Request.	**Terms & Conditions** Requesting bank to restrict total CR implementation cost to 10% of Total CR Implementation Cost	No Change
292	59	5.13. Penalty b) Failure in Maintaining SLA & Resolution of Reported Issue Performance Measurement	2. Issue Resolution - Critical Penalty: 2% of Quarterly Facility Management Resource Cost for every Issue not resolved within the prescribed timelines to the Maximum of 20% of the Quarterly Facility Management Resource Cost.	**Terms & Conditions** Requesting bank to kindly change the penalty for "Issue Resolution - Critical" to "2% of Quarterly Facility Management Resource Cost for every Issue not resolved within the prescribed timelines to the Maximum of 10% of the Quarterly Facility Management Resource Cost."	No Change
293	59	5.13. Penalty b) Failure in Maintaining SLA & Resolution of Reported Issue Performance Measurement	3. Issue Resolution – Regular Penalty: 1% of Quarterly Facility Management Resource Cost for every Issue not resolved within the prescribed timelines to the Maximum of 15% of the Quarterly Facility Management Resource Cost.	**Terms & Conditions** Requesting bank to kindly change the penalty for '3. Issue Resolution – Regular' to "1% of Quarterly Facility Management Resource Cost for every Issue not resolved within the prescribed timelines to the Maximum of 10% of the Quarterly Facility Management Resource Cost."	No Change
294	59	5.13. Penalty b) Failure in Maintaining SLA & Resolution of Reported Issue Performance Measurement	4. Replacement of FM Resource Penalty: 1% of Quarterly Facility Management Resource Cost for every day beyond the prescribed timelines to the Maximum of 15% of the Quarterly Facility Management Resource Cost.	**Terms & Conditions** Requesting bank to kindly change the penalty for '4. Replacement of FM Resource' to "1% of Quarterly Facility Management Resource Cost for every day beyond the prescribed timelines to the Maximum of 10% of the Quarterly Facility Management Resource Cost."	No Change
295	60	5.13. Penalty b) Failure in Maintaining SLA & Resolution of Reported Issue Performance Measurement	5. Solution Service Levels Penalty: 2% of Quarterly AMC Cost for every day beyond the prescribed timelines to the Maximum of 20% of the Quarterly AMC Cost.	**Terms & Conditions** Requesting bank to kindly change the penalty for '5. Solution Service Levels' to " 2% of Quarterly AMC Cost for every day beyond the prescribed timelines to the Maximum of 10% of the Quarterly AMC Cost."	No Change
296	60	5.13. Penalty b) Failure in Maintaining SLA & Resolution of Reported Issue Performance Measurement	6. Database Service Levels Penalty: 2% of Quarterly AMC Cost for every Issue not resolved within the prescribed timelines to the Maximum of 20% of the Quarterly AMC Cost.	**Terms & Conditions** Requesting bank to kindly change the penalty for '6. Database Service Levels' to " 2% of Quarterly AMC Cost for every Issue not resolved within the prescribed timelines to the Maximum of 10% of the Quarterly AMC Cost."	No Change
297	33	3.3	Time, being an essential feature of the contract, the selected bidder is expected to successfully implement complete Central Data Repository and generate all reports as prescribed by Bank within 42 weeks from the date of placing Purchase Order. The priority of reports will be decided by Bank and will be conveyed to the successful bidder.	We recommend changing the language with '42 weeks from the date of PO delivery or hardware installation whichever is earlier'.	No Change.
298	46	4.3 Limitation of Liability Clause	4.3 Limitation of Liability Clause	We propose to cap the aggregate liability (including indemnity obligations) to contract value	No Change
299		4.4 Service Continuity/ Contract Extension	4.4 Service Continuity/ Contract Extension	We propose payment to be made for services rendered	No Change
300		4.7 Patent Rights	4.7 Patent Rights - The Supplier 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 supplier, including-all inventions, designs and marks embodied therein in perpetuity.	We propose deletion of the clause point	No Change
301		5.23 Indemnity	5.23 Indemnity	We propose to cap the indemnity to contract value	No Change

Sl.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
302		1. Anti-Bribery and Sanctions 2. GST clause 3. Intellectual Property	1. Anti-Bribery and Sanctions 2. GST clause 3. Intellectual Property Bank acknowledges that Bidder is the exclusive owner of all title and interest in the (i) Software (ii) any Releases, Software Updates, Software Upgrades and any other corrections, modifications, enhancements and derivative and collective works thereof; (iii) any other software or materials owned by Bidder and provided to Bank under this Agreement; (iv) any logos, trademarks, brands, brand features and other identifiers (Bidder Brands); regardless of any participation, suggestion or collaboration by Bank in the design, development or implementation of any such Bidder Materials, and that Bidder and its licensors are the owners and holders of all copyrights, and patent, trademark, trade secret and other proprietary rights in the Bidder Materials (collectively, Proprietary Rights), and reserve all such Proprietary Rights to themselves. Bank only has limited licence to use the relevant Bidder Materials in accordance with this Agreement. 4. Warranties and Liability EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE AGREEMENT, BIDDER, AND ITS LICENSORS, IF ANY, DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AS TO ANY SERVICE, INCLUDING NONINFRINGEMENT, FREEDOM FROM BUGS, CORRECTNESS, ACCURACY, RELIABILITY, RESULTS ACHIEVED AND THAT THE SOFTWARE'S FUNCTIONING WILL BE UNINTERRUPTED AND ALL WARRANTIES ARISING OUT OF COURSE OF DEALING,	Suggest inclusion of our standard clauses, room for negotiation at the agreement stage.	NoChange
303	13	2.2 RFP Submission	2.2 RFP Submission	Request the bank, due to the current Covid situation, to allow us to submit the electronic copy only. The same to be submitted in PDF or excel formats via password protected files	Considered.
304	54	5 TERMS AND CONDITIONS	5 TERMS AND CONDITIONS	Room for negotiation of the contracting documents with the successful bidder	No Change
305	70	Annexure III	6 The Bidder and OEM should have at least one of the below mentioned certificate which is valid as on the date of RFP submission ☐ ISO 9001:2015 or above ☐ CMMI Level 3 or above	We propose deletion of the clause	The Bidder / OEM should have at least one of the below mentioned certificate which is valid as on the date of RFP submission • ISO 9001:2015 or above • CMMI Level 3 or above
306	75	ANNEXURE VII: PERFORMANCE CERTIFICATE	ANNEXURE VII: PERFORMANCE CERTIFICATE	Suggest exclusion of the annexure from technical bid, rather we shall submit supporting documents related client references	No Change
307	26	3.2.5 Sizing of Hardware and Sofrware	3.2.5 Sizing of Hardware and Sofrware Bidder needs to provide the sufficient Hardware Sizing so as to cater the proposed solution smoothly during the whole contract period, also bidder should factor the sizing keeping in view all other application installations like Antivirus, Monitoring applications, application for server hardening etc.	We can provide hardware sizing that will be sufficient for the ADF solution to be installed. However, any other applications like antivirus, monitoring applications, server hardening etc. need to be evaluated by the bank. Pls confirm if this is ok.	No Change
308	27	3.2.5 Sizing of Hardware and Sofrware	3.2.5 Sizing of Hardware and Sofrware The successful bidder need to quote the rates of OS and Database, if bank possess the license of OS and database then the same will be provided by bank.	We are OEMs of ADF and we may not be able to arrive the best price for OS/DB licenses. Request the Bank to procure OS or DB through a separate process. We are assuming the Bank would prefer Oracle DB. Pls confirm.	RFP Clause is self explanatory.
309	28	3.2.8. Environment, Licenses & Infrastructure	3.2.8. Environment, Licenses & Infrastructure	We will provide the licensing and implementation cost of the ADF solution only. Any Hardware procurement, OS and Database licenses to be procured by the bank.	Please refer RFP Document and Bill of Material.
310	59	Penalty	Penalty will be deducted @ 1% of Total CR Implementation Cost for each day of non-completion beyond the quoted timeframe for the same Change Request, with a maximum up of 30% of Total CR Implementation Cost for the same Change Request.	Request the bank to relax this penalty clause.	No Change

Sl.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
311	27	3.2.7. Facility Management	3.2.7. Facility Management The bidder have to provide onsite facility management services during the whole contract period for system administration, data base management, application development/customization, adhoc requirements and onsite support by providing adequate resources that are qualified and experienced during the implementation, support, sustenance phases throughout the validity of the contract	We will provide support and maintenance for the ADF solution as we are owners of the applications. Request the Bank to reconsider the requirement of Facility management for server maintenance/DB etc.	The RFP clause is self explanatory.
312	38	3.8. Indicative details of L1, L2 & L3 Support	3.8. Indicative details of L1, L2 & L3 Support	Is the bank open to a combination of onsite and offsite support for the ADF solution?	No Change
313	29	3.2.12. Web Portal	3.2.12. Web Portal Approximately 131 RBI ADF reports, 62 MIS Reports and any Ad-hoc reports, if any, are to be developed as it may be required by various D15Departments. The details of 62 MIS reports are provided in Annexure XIX.	Will it be possible for bank to provide list of RBI ADF reports to be included in the scope? Will Adhoc reports requirements be treated as customisation and will they attract mutually agreed cost?	RBI ADF Report list is available in RBI Website. The RFP clause is detailed and self explanatory.
314	30	Web Portal	The web-based Admin module shall provide facility to take complete and incremental backups and shall be able to integrate with third party backup solutions.	Please elaborate on this requirement	Complete and Incremental Backups should be done from Front-End Admin module.
315	54	Source Code	The Bank shall also have the right to conduct source code audit by third party auditor. Source code audit of the entire solution developed for the bank, to be done with a written notice of 10 days.	This is a proprietory software and we shall not be comfortable in sharing the source code with any 3rd party for audit. Request the Bank to drop this clause	Please refer clause 4.17, Bank is not purchasing any application software product from the vendor. Vendor request is not valid for the application software. For other licenced software, Bank may ask for Audit at their discretion.
316	59	Penalty	The changes made in the solution during AMC Period against Change Requests should be completed within the quoted timeframe with quality. Penalty will be deducted @ 1% of Total CR Implementation Cost for each day of non-completion beyond the quoted timeframe for the same Change Request, with a maximum up of 30% of Total CR Implementation Cost for the same Change Request.	We request bank to consider the maximum penalty of 5% of Total CR Implemenatatiopn Cost.	No Change.
317	70	Annexure III	The Bidder and OEM should have at least one of the below mentioned certificate which is valid as on the date of RFP submission ☐ ISO 9001:2015 or above ☐ CMMI Level 3 or above	We request bank to realx the CMMI Level 3 Criteria for the Bidder/OEM	The Bidder / OEM should have at least one of the below mentioned certificate which is valid as on the date of RFP submission • ISO 9001:2015 or above • CMMI Level 3 or above
318		Generic Query		We request the bank to confirm on the support & involvement of Source Systems OEMs in Data Mapping as part of design and ETL build	The bidder will have plan, design, implement, test, deliver, maintain and support the Solution.
319		Generic Query		We request bank to confirm that is any source system data is encrypted then data decryption and data ownership will be bank's responsibility.	Will be discussed with the successful bidder.
320		Generic Query		We request bank to share the ADF/CIMS report list to accertain the efforts.	RBI ADF Report List is available in RBI Website
321	22	Feature/Description:API	Feature/Description:API - Provides an API for integration with other Bank's web applications,	Provides an API for integration with other Bank's web applications, OR Banks other web application.	Will be discussed with the successful bidder.
322	25	3.2.2 Data quality	3.2.2 Data quality	Data quality and data entry will be responsibility of bank user.One time validation will be at our end then we will only have the incremental data.The data completiness is contextual.	The Clause is self explanatory.
323	27		First para - The successful bidder need to quote the rates of OS and Database, if bank possess the license of OS and database then the same will be provided by bank.	We only give the number of licences ,for getting the market quote the banks arrangement.	Please refer Bill of Material and RFP Document.
324	27	3.2.7	3.2.7 - The bidder have to provide onsite facility management services during the whole contract period for system.	The essitental we will provide, but as of the current covid condition we will required the VPN connection or WebEx connection for our UAT.	This would be discussed based on the prevailing Covid situation at that point of time.
325	28	3.2.7	3.2.7 Last Line - The Bank will not accept any plea of the Bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP.	In the changed situation (Covid) our essential people only need to be on site like for production movement.	No Change
326	31	3.2.13	3.2.13 - The solution is expected to have the capability to update various effects of MOCs (Memorandum of Changes) carried out during Audit including Pre- MOC for all locations, Post- Zone MOC, Post-Head Office MOC.	Pre-MOC and Post-MOC changes, how will Bank provide with value date.Bank have to provide necessary data backups	Bank will share the MOC values for necessary updations in MIS Database. The bidder will have to plan and design the database to keep both Pre-MOC & Post-MOC values.

SI.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
327	31	Point 3	Point 3 - End-to-end Automation of secured data transmission to Regulatory/ Statutory authorities.	What is end-to-end automation of secured data transformation as per your Regulatory Requirement please explain.	RBI ADEPT and RBI CIMS project involves secured system to system transmission of data/ reports to RBI.
328	33	Point j	Point j - Services will be deemed to have been implemented from the Go-Live date i.e. from the date when the bidder has successfully implemented the CDR and Successful UAT of 60% of the reports is completed.	Payment should be distributed.UAT closure or Production Movement whichever is earlier because of the heavy depenci\encies on the Bank users where we do have any control over their time and priority of work.2 days post the UAT shared it should be closed or observations should be shared.	No Change
329	33	Point k	Point k - Implement complete Central Data Repository and generate all reports as prescribed by Bank within 42 weeks from the date of placing Purchase Order	.42 weeks will be very conservative as we have heavy dependencies on bank.We request you to appropriately increase it to 58-62 weeks.It will be prudent to have practical timelines.48Hours UAT should be accepted or deemed accepted.Bank will be providing a seprate team for UAT, otherwise the timelines will have no meaning.	No Change
330	33	Point m	Point m - The cost for customization should be included in the Bill of Materials, in terms of per man-day cost. The maximum number of man-days for non-billable CR should be specified in the bid so that, if efforts requires beyond that count of days, then the particular CR will be treated as billable CR.	60 mandays non billable CR	Each deliverable is signed off. Any change in report not covered under SLA, will be treated as CR.
331	34	3.4 S.no 2	3.4 S.no 2 - Solution should be OS Independent. Also, it should be able to run in mobile devices of staffs irrespective of types of OS in mobile devices.	Solution are build for multiple OS environment that entails multiple costs.As far as for mobile devices FOR Android/ios/tabs/ipads will be instances for deployment where limited number of reports will be provided.	Solution should be capable to view/ download Reports/ Data in mobile web browsers.
332	36	B-15	B-15 - The PII related data should not be used without masking.	This Pertains to Aadhar no.If PAN No or CIN No required on reports how do we show or manage that please explain.	The fields which are to be masked will be informed to the successful bidder.
333	42	3.10.2	3.10.2 - Bank reserves the right to opt for Reverse Auction and in case Bank does not opt for Reverse Auction, the commercial bid submitted by the bidders will be opened to decide the L1 price.	Bank will have to give reverse option or L1,they have to declare, Before closure of commericals.	The Clause is self explanatory.
334	56	5.8 Implimentation cost	5.8 Implimentation cost	System Requirement Specification and analysis 25% Completion of Gap Analysis and Implementation of CDR with the Hardware provided by Bank. 0% UAT Sign Off of 60% Reports 55% UAT Sign Off of 80% Reports 10% Completion of Project Implementation (100% of Project Implementation) 10%	No Change
335	59	5.13 a	5.13 a	Penality should be reduced 0.25%	No Change
336	69	Annexure III	Annexure III S.no 1 - if the Bidder is a MSME, the average turnover clause is relaxed and the MSME bidder should have at least 5 Cr average turnover in FY 2017-18, FY 2018-19 and FY 2019-20 each.	Product based companies have less turnover as compared to Service based company therefore the approprate banhmark will be 5Cr.	No Change
337	78	Annexure X	Annexure X	COMMERCIAL OFFER OR BILL OF MATERIA,Please provide.	Bill of Material is available in the Tender section of Bank's Website
338	63	5.18	5.18	if Bank merging with a larger bank, rights should be on larger basis.Cost will be there for CRs.	Details are mentioned in Clause 5.18 at page no- 63
339			General	1 week time will be provided for SRS sign-off,not more than 2 iterations.	No Change
340			General	As per current covid conditions UAT environment ownership should be with D2k so that we can test through access.	This will be mutually discussed based on the pandemic situation at the respective period.
341	11	1.2	contract period will start from the date of Go-Live of the solution	Please make contract period start from project start date. An engagement to start needs a contract. Also, this change will make contract period fixed. Linking it to go live makes it moving in case go-live is delayed	No Change
342	20	3.1	bidder is expected to integrate various data sources as per the RBI ADF/ ADEPT/ CIMS requirement, and develop approximately 131 RBI ADF related reports and 62 identified MIS Reports	Please clarify if we should estimate 131 ADF and 62 MIS reports (others can be handled as change request) or any range on these nos.(e.g. x% additional)	Number of RBI ADF Reports- 131 and MIS Reports- 62 are estimated. However, final list will be finalised in SLA.
343	20	3.1	In the event the proposed solution fails to meet the SLA service levels and the scope and objectives of the RFP (and addendums), the Bidder will have to upgrade, modify or replace the solution at no additional cost to the bank	Solution proposal and implementation will be done based on details given by bank. Bank would be involved in evaluation and implementation. Bank may please tell if we would be going wrong anywhere. Telling at the end that solution doesn't meet objectives can please be avoided. Please delete/modify this clause	Bank has already mentioned that there will be phase wise sign off
344	21	3.1	This layer intends to collect data from different data sources viz. CBS, EFT Switch, Treasury, Internet Banking, Mobile Banking, EXIM and other systems	Please specify all sources to be integrated with. Others is an open clause	All source systems are explicitly mentioned in 1st Paragraph of Page no-23

SI.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
345	21	3.1	architecture of the Solution will be the base of the Bank's Data Warehouse and Analytics	Does bank have existing data warehouse	No
346	22	3.1	In-memory Columnar Data Store option	In-memory is used in full fledged data warehouse. For limited reporting solution, in-memory may not be needed and will have huge cost. We suggest to please delete this requirement	No Change
347	22	3.1	Provides an API for integration with other Bank's web applications	Please clarify that API framework is not expected. Point-to-point API integration may also not be needed. ADF/MIS is about batch integration through files	The approach for integration will be discussed with the successful bidder.
348	22	3.2.1	ETL/ ELT tools proposed by the SI should pull the data from the various source systems	Will data from each input systems be pulled or bank/input systems can push data files also. Pulling data needs access. It may be good if input systems provide data files in specified staging	No Change
349	25	3.2.2	Data enrichment drawing from internal and external sources	For limited use in ADF, MIS, data enrichment can be handled through transformations. Using external sources/standards will be complex and costly	Bank is concerned with the end-result. It depends on the bidder what they use to achieve the end-result.
350	27	3.2.6	Design, development, testing, Implementation and maintenance of MIS, RBI ADF Project and RBI ADEPT & RBI CIMS Project should follow Software Development Life Cycle (SDLC) processes for data integration, MIS, data quality, cross functional analytical requirements of the Bank and should be as per ISO Standards	Please clarify if bidder has to be ISO certified. Please clarify ISO certification needed	Already mentioned in Annexure III- Eligibility Criteria
351	28	3.2.8	SI is expected to provide and maintain a development, test & production environment separately	Please clarify if there is needed a single environment for test and development or separate ones. Please specify environments to be set up	Separate environments for each Development, Test and Production.
352	28	3.2.8	data used for the testing should be masked data	Please clarify that bank will provide masked data	Yes
353	28	3.2.8	Licenses for OS, Database Software and any other tools required for the solution should be provided by SI. Bank is having ULA for Oracle Database and also possesses Windows OS Licenses. All the bidders are required to quote for Database and OS licenses in the bill of Material. However, the database and OS license cost will not be considered while calculating the TCO in respect of the database and OS Licenses, for which Bank already possess the licenses	Please validate we need to mention database, OS in bill of material and also in price sheet. Bank will not consider DB, OS cost while evaluating commercials if DB is Oracle and OS is Windows. In case DB/OS is different, same would be considered in commercial evaluation. If a bidder quotes DB/OS other than Oracle/Windows, how will commercial normalisation be done	Bidder have to quote cost for all the points in Bill of Material. If Bank possesses the licenses, the same will be provided by Bank and the respective cost will not be considered by Bank while calculating TCO.
354	31	3.2.14	solution should be capable to generate data/ report in the format as required by Regulatory/ Statutory authorities including Statistical Data and Metadata Exchange (SDMX) format, XBRL	Please clarify if bank has existing XBRL solution which can be used	Bank doesn't have XBRL Solution.
355	33	3.3 h	Bidder should take care of all aspects of installation on existing or new setup, De-Installation	Please clarify we donot need to de-instal existing solution	The bidder will not de-install the existing solution.
356	33	3.3 k	Time, being an essential feature of the contract, the selected bidder is expected to successfully implement complete Central Data Repository and generate all reports as prescribed by Bank within 42 weeks	Looking at scope complexity, we suggest to please give 11 month time to implement	No Change
357	33	3.3 o	bidder is expected to migrate by redesigning and recording the existing MIS Database for any reference required while developing the New MIS System	Please specify no. of years of data and volume to be migrated	Bidder is expected to migrate the existing data. The details are mentioned in RFP.
358	33	3.3 m	maximum number of man-days for non-billable CR should be specified in the bid so that, if efforts requires beyond that count of days, then the particular CR will be treated as billable CR	Do we need to provide man day and total cost as per commercial template year wise and indicate total non-billable days during total support period 5 years. Will total commercial of 5 years customisation cost be included in evaluation or only billable component will be considered	Each deliverables is signed off. After that any change is a CR.
359	34	3.4	Solution should provide fail-over, back-up and recovery capabilities.	Do we need to provide back up, archival solution or can use existing one	Clause is self explanatory.
360	37	3.6	User Acceptance Test cases	UAT test cases be better made by bank. We'll develop solution and its good to have test cases by other team to test the system	Testing team of the bidder will have to test the solution on their own and share the Test Cases/ Test results with Bank. Bank's team will conduct independent UAT of the solution.
361	38	3.8	Indicative details of L1, L2 & L3 Support	Please clarify if support will begin from phase 1 go-live	Support will begin from the date of Go-Live of the solution.
362	54	5.3	Bank also reserves the option to purchase the whole Solution duly updated and upgraded with source code at any stage of contract period or even after the completion of the contract period at the cost negotiated with the successful bidder as an optional item in the commercial offer	OEMs donot part with source code. Please delete this clause	No Change
363	56	5.8	70% of the Product Cost will be paid immediately after delivery of Licenses in Bank's Name and successful installation of the product at both DC and DR site	DR is typically built towards go live. We suggest to please keep this milestone as installation at DC	No Change

SI.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
364	56	5.8	Implementation cost	Looking at typical effort estimate, we suggest to please change as a. SRS - 20% b. CDR implementation - 20% c. UAT sign off of 60% reports - 40% d. UAT sign off of 80% reports - 10% e. project completion - 10%	No Change
365	57	5.8	AMC, ATS	Please change as annual advance as OEMs take that way	No Change
366	57	5.8	Facility Management Support Charges	Please change as monthly in arrears	No Change
367	58	5.12	bidder shall be required to provide all future updates and upgrades for the solution provided free of cost during contract period	While OEMs may provide updates as part of ATS, implementation cost to be assessed at material time. It cannot be assessed now as to how many updates will need to be done. Please make it as change request	No Change
368	63	5.18	If the Bank undergoes an amalgamation, take-over, consolidation, reconstruction, merger, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Bidder	In case of Bank undergoing amalgamation, take-over, consolidation, reconstruction, merger, change of ownership etc., license and changes in implementation need to be discussed as per change mechanism	No Change
369	69	Annex III	Bidder and OEM should have an average turnover of at least 30 Cr	Bidder is responsible to bank to implement this project. We suggest to consider only bidder's turnover as eligibility and keep it min 100 cr with a view to having bids from sound cos.	No Change
370	69	Annex III	Bidder has to submit Implementation proof and stage of Implementation. Bidder has to submit certificates/ letters/ purchase orders on the letter head of the issuing PSB/Scheduled Commercial Bank which may indicate the activity performed by the bidder along with contact no. of concerned person	Clients donot entertain providing contact details of persons. We suggest to please accept bidder declaration / other document to prove	No Change
371	70	Annex III	CMMI Level 3 or above	With a view to have bids from quality bidders, we suggest to change it as CMMI5	No Change
372			Commercial template	It needs to have provision to indicate values for 6 years if project duration is 5 years from go live. Total project time would be 5 years + phase 1 from project start	No change in commercial format.
373	Page No. 22	Section 3.2 Detailed Scope of Work : 3.2.1 ETL		Q1. Please provide us the below details for each of the scoped source systems database & version (CBS System, EXIM, E-Treasury, EFT Switch, Internet Banking, Mobile Banking, UPI/BHIM, LLMS, EWS, DMS, Audit MOC returns, GL System, NEFT/RTGS, Credit Card System and History Data)? a. Platform b. No. of tables c. umber of attributes needs to be considered for the Data Warehouse d. What is the database size (data and Index) - e. In case of Data files - # of Files and Format of Data Q2: What is the daily transaction volume (No. of Records/ size in GB/TB)? Also, please confirm total volume of existing data? Q3: What are the customer security requirements in the Data Warehouse? Q4: Please confirm Real time data replication required in centralized data warehouse?	Q1 & Q2- Source System Details will be shared with the successful bidder only. Q3- Already mentined in RFP Q4- Yes. Already mentioned in RFP
374	Page No. 25	3.2.2 Data Quality		Q1: Please provide data quality rules details? Q2: Who will provide the standard libraries for names and who will take the call on data anomaly/incompleteness as a part of data profiling? Q3: When multiple records of the same customer are identified , will there be any merging of records who form a golden records? Q4: What would be the expected data format that has to be shared back after data profiling/enrichment of data? Q5: What process are in currently in place for data validation against the clean data ? Q7: How many users are expected to access/use the data quality reports? Q8: How are data resolution issues handled currently? Do we have Stewardship process and a data governance team in place?	Data profiling, Rules and other Details will be shared with the successful bidder only. Any Anomaly found based on the Data Profiling will be displayed through Web Portal to Branches which will in turn correct them in the respective source system (no updation/ merging will be made in MIS Database based on the anomaly found).

SI.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
375	Page No. 25	3.2.3 Data Cleansing		Q1. Does Data Validation and Data Cleansing rules provide by Bank or Vendor need to define the rules? Q2. What processes are in place for validating source data against Clean Data? Q3: When multiple records of the same customer are identified, will there be any merging of records to form a golden record?	Q1- Bank will define the data validation rules. Q2- Details will be shared with the successful bidder.
376	Page No. 26	3.2.4 MIS Database		Q1.Kindly let us know about the frequency of data load and data refresh in proposed solution?	Currently the data refresh requirement is on daily basis however in future it might be required on real time basis.
377	Page No. 26	3.2.5 Sizing of Hardware & Software		Q1. Please confirm is Audits of the entire data flow mechanism at regular intervals will be Internal by Bank or External third-party audit. Q2. Is there a process and guildeline available for Data Backup - daily, weekly, monthly & annual? Q3: Is there an archival retention policy available, and if so what is the retention preriod for Bank?	Q1- Audits can be done by Bank, bank's Appointed Third party or any Regulatory/ Statutory Authority. Q2 & Q3- Details will be shared with the successful bidder.
378	Page No. 28	3.2.8 Environment, license & infrastructure: Bank is having ULA for Oracle Database		Q1: Please confirm what are the other Oracle components covered in ULA? Q2: How many users are anticipated to use this platform and expected concurrency? Q3: Does the customer have any technology preferences for Enterprise Data Management, Business Intelligence & Reporting Solution? Q4. What is size / capcity of this current Database? How many files and instances are available today, so we can plan accordingly fo data migration?	Q1- Details will be shared with the successful bidder. Q2- Already mentioned in RFP Q3- No Q4- Details will be shared with the successful bidder.
379	Page No. 56,	Section 5.8 Payment Terms:	Section 5.8 Payment Terms: a) Enterprise License Cost: 70% of the Product Cost will be paid immediately after delivery of Licenses in Bank's Name and successful installation of the product at both DC and DR site for the MIS, RBI ADF PROJECT, RBI ADEPT and CIMS Project of the bank. 20% will be paid after completion of 60 % of reports and 10% will be paid after development of all reports. All Payments will be made against receipt of Acceptance Report of the product at both DC and DR signed by Bank's identified Project Manager. The delivery of license should happen only after requirement gathering phase.	Request you to consider 100% advance payment terms for Enterprise License Cost.	No Change
380	Page No. 59	Section 5.13 Penalty:	Section 5.13 Penalty: b) Failure in Maintaining SLA & Resolution of Reported Issue: maximum up of 30% of Total CR Implementation Cost for the same Change Request.	Kindly cap the Penalty to maximum 10% of the CR Implementation cost	No Change
381	Page 59	Clause 5.13. Penalty	Clause 5.13. Penalty The critical performance parameters shall be tracked on a regular basis to evaluate the Solution's performance. Performance measurement reports (system generated) on a quarterly basis or at a frequency as desired by Bank shall be provided by the successful bidder. Bidder will assist Bank for performing Availability & Performance measurements and / or checking the correctness of the said report. Penalty would be levied if the cumulative additional time / over utilization / delay, etc. under each specified measurement category, in a particular month or at a frequency as desired by Bank crosses the minimum service level. Service Level shall be measured after Go-Live Date till completion of contract period. Service Levels shall be reviewed at least once every month during the period of contract and may be added/ deleted/ changed by Bank as a result of such review or any new business/ IT Services requirements. Penalties if any, as defined in SLA, shall be adjusted in the payment of a quarter. Balance penalties, if any, shall be levied in the payment for the subsequent quarter.	Please provide clarity on maximum penalty to be imposed. As requested earlier Kindly cap this to 10%	No Change

Sl.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
382	Page No. 61	Section 5.14 Liquidity Damages	Section 5.14 Liquidity Damages If supplier fails to deliver any or all products, services within stipulated time schedule specified in the contract and as per satisfaction of the Bank, as specified in the RFP, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, a sum equivalent to 1% of the price for each week of delay until actual delivery of the services up to a maximum of 10% of the cost of that particular product, services. The purchaser has right to cancel the order in case delivery of products, services not delivered within stipulated time schedule.	Please confirm if this Liquidated Damages is over and above the SLA Penalties? Or overall penalty is upto 10%	Penalty for Liquidated damages is over and above SLA Penalties.
383	Page No. 9	Tender Reference table-122020		Submission date mentioned in table is 9th December. However looking at Pre-bid meeting date & scope we would like to request Bank to extend the submission date by at least 15 days	Please refer corrigendum.
384	Page No.13	2.2 (RFP Submission)	2.2 (RFP Submission) One paper copy and one electronic copy (Power Point or Microsoft Word and Excel on Pen drive) of all submissions must be supplied to Bank RFP Evaluation Team and addressed to Bank	Looking at current Lock down situation, we would like to request Bank to consider the Email submission of Technical as well as commercial response instead of Physical / Hard copy & electronic submission. Kindly consider this point	Electronic submission is considered. Details will be shared later.
385	Page No. 87	Pre-Bid Query Format - as per Annexure – XV		While technical submission, are we suppose to share queries in this format Please confirm	Yes
386	Page No. 47	Clause 4.3 : Limitation of Liability	Clause 4.3 : Limitation of Liability :Under no circumstances Bank of Maharashtra shall be liable to the selected vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank of Maharashtra has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.	We request to drop/ omit/ remove the word direct damages arisinng from termination of agreement.	No Change
387	Page No.56	Clause 5.8 Payment Terms	Clause 5.8 Payment Terms The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the bidder in the price bid against such activity / item.	Please provide the clarity duration within which payment shall be made to Vendor	No Change. Bank will try to settle all undisputed invoices within minimum possible time.
388	Page No. 57	Clause 5.8.c	Clause 5.8.c c) AMC / ATS (After expiry of one year warranty period) Payable quarterly at the end of each quarter after deducting any penalties, if any against receipt of satisfactory service report for the concerned quarter from the Bank's Project / Operation Manager.	We request Bank to modify this clause as - AMC to be paid yearly in advance	No Change

Sl.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
389	Page No. 58	Clause 5.12	Clause 5.12 The bidder shall be required to provide all future updates and upgrades for the solution provided free of cost during contract period. If however, the upgrades is not available then the support for the implemented solution should be available at any point of time during the whole contract period. All the IT components proposed under the RFP (such as- application software, middleware etc.) should be periodically patched for all types of patches, such as - security patches, system patches etc. Emergency patches should also be applied immediately as per regulatory and other agencies directions etc. Product items including Software nearing end of support/ life in next 3- 5 years should not be quoted/ provided in bid or during Project and Bidder / SI should ensure this for the whole contract period. However, if any proposed software becomes End of support/ End of life during the warranty/ AMC/ ATS period, the same will be replaced by the next version of software without any cost to the Bank. Bank will bear the cost of, if any infrastructure / hardware changes is required during update / upgrade of the solution or during replacement of next version of software. However any upgrade/ update should be anticipated during the Sizing of the Hardware. Also, software replacements are done in a planned manner to ensure that no downtime is required on this account.	Any update & upgrades shall be provided at the applicable cost. Please confirm.	No Change
390	Page No. 61	5.14. Liquidated Damages	5.14. Liquidated Damages If supplier fails to deliver any or all products, services within stipulated time schedule specified in the contract and as per satisfaction of the Bank, as specified in the RFP, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, a sum equivalent to 1% of the price for each week of delay until actual delivery of the services up to a maximum of 10% of the cost of that particular product, services. The purchaser has right to cancel the order in case delivery of products, services not delivered within stipulated time schedule. The purchaser is entitled to withhold (deduct) from the purchase price or any other amount which is due to supplier from this contract or any other contract.	Please clarify whether liquidated damages capping of 10% includes within the penalty cappping. Further we request not to withold any payment for the services provided.	No Change
391	Page No. 62	Clause 5.16 (5)	Clause 5.16 (5) Knowledge transfer: The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Bidder's Intellectual Property Rights of this Agreement.	Please provide further clarity on knowledge transfer period.	After the expiry of contract till any alternate arrangement is made the exit assistance and knowledge transfer shall be made at existing fees and charges mentioned in SLA.
392	Page No .63	Clause 5.17.b	Clause 5.17.b Bank shall make such prorated payment for services rendered by the bidder and accepted by Bank at the sole discretion of Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.	Payment shall be made by the bank for the service rendered as per the SOW. Please confirm.	No Change

SI.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
393	Page No .63	Clause 5.19.b	Clause 5.19.b b) All Intellectual Property Rights in the Deliverables (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Bank. In the event that any of the Deliverables or work product do not qualify as works made for hire, Bidder hereby assigns to Bank, all rights, title and interest in and to the Deliverables or work product and all Intellectual Property Rights therein.	Please provide clarity on assignment of title & rights of IPR by bidder if deliverable do not qualify for work for hire	Clause is self explanatory.
394	Page No. 65	Clause 5.23 Indemnity	Clause 5.23 5.23. Indemnity The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes 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 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. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vested in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.	We suggest a mutual indemnification clause wherein we need to seek indemnification We request to seek indemnification for Bidder incase of i. Gross negligence, acts or omission, willful misconduct, fradulent activities by the Bank ii. any product or IP provided by Bank infringes third party IPR or Bank or its representative makes any modification in the Deliverable provided by Bidder which results into third party claim. iii. The Deliverables is used by Bank other than stated purpose.	No Change
395	Page No. 65	Clause 5.24 Termination of Contract	Clause 5.24 Termination of Contract The quality of services given by the bidder & progress of the project will be reviewed fortnightly and if the services are not found satisfactory, the bank reserves the right to terminate the contract by giving 30 days' notice to the bidder, including 15 days curing period. The decision of the bank regarding quality of services shall be final and binding on the bidder. The Bank shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 90 days, for any valid reason, including but not limited to the following : a) Excessive delay in execution of order placed by the Bank b) Discrepancies / deviations in the agreed processes and/or products.c) Failure of bidder to complete implementation of solution within the time as specified in the RFP document d) Violation of terms & conditions stipulated in this RFP	We request the Bank to provide a 30 days cure period	No Change
396	33	3.3. General Aspects in Scope	The bidder is expected to migrate by redesigning and recording the existing MIS Database for any reference required while developing the New MIS System.	Please share details of the existing MIS Database (Size, Data Structure, Database name etc.)	Will be shared with the Successful bidder
397	27	3.2.5. Sizing of Hardware and Software	ETL Volume and frequency of ETL from different data source	Please specify the ETL volumes that is expected	Will be shared with the Successful bidder
398	29	3.2.11. Web Portal	Approximately 131 RBI ADF reports, 62 MIS Reports and any Ad-hoc reports, if any, are to be developed as it may be required by various Departments	Please specify the no. of reports required in the XBRL format	Will be shared with the Successful bidder

SI.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
399	27	3.2.5. Sizing of Hardware and Software	The successful bidder need to quote the rates of OS and Database, if bank possess the license of OS and database then the same will be provided by bank.	What is 'as-is infrastructure availability' of BOM?	Query not clear . Please refer the RFP Document.
400	27	3.2.5. Sizing of Hardware and Software	The successful bidder need to quote the rates of OS and Database, if bank possess the license of OS and database then the same will be provided by bank.	With respect to Source Systems, please provide the various databases (i.e. Oracle/DB2/SQL etc.) and their respective versions that are being used today.	Will be shared with the Successful bidder
401	27	3.2.5. Sizing of Hardware and Software	The successful bidder need to quote the rates of OS and Database, if bank possess the license of OS and database then the same will be provided by bank.	Request bank to provide details of tools/software/infra/databases which are to be leveraged mandatorily for the solution.	Please refer the RFP Document.
402	29	3.2.11. Web Portal	Approximately 131 RBI ADF reports, 62 MIS Reports and any Ad-hoc reports, if any, are to be developed as it may be required by various Departments	Request bank to provide , fequency of the report generation, complexity and use of the MIS reports	The Reports/returns are having frequency as Daily/fortnightly/monthly/quarterly/Half-yearly/yearly
403	NA	Volumetrics	Multiple places in the RFP	Please provide BI users (total, concurrency, yoy growth) volumetrics.	Right now Bank is loooking for MIS and RBI requirements but is setting the platform for BI. Right now, BI activity is not involved and is not a part of TCO.
404	NA	Volumetrics	Multiple places in the RFP	Please provide breakup of Business/Power/Super users for BI usage (Business user is a viewer, power user is someone who can view and edit reports , super user is admin)	Will be shared with the Successful bidder
405	NA	Volumetrics	Multiple places in the RFP	1) What would be your extrapolation of the size of a largest data set upon which analytics is to be done? 2) What would be your extrapolation of the size of a average data set upon which analytics is to be done? 3) What would be your extrapolation of the size of a largest data set upon which reporting is to be done? 4) What would be your extrapolation of the size of a average data set upon which reporting is to be done?	Analytics is not planned now. Base platform is only setup. Analytics is not a part of TCO.
406	NA	Volumetrics	Multiple places in the RFP	Please provide mobile users approximations who will be consuming reports/dashboards on mobile	Details Will be shared with the successful bidder
407	NA	Volumetrics	Multiple places in the RFP	What is the total user count for the ETL solution? How many concurrently active users would be accessing the solution?	Details Will be shared with the successful bidder
408	NA	Volumetrics	Multiple places in the RFP	Request the bank to provide the # of tables , approx size & source format for each source system w.r.t ETL solution	Details Will be shared with the successful bidder
409	NA	Volumetrics	Multiple places in the RFP	What is the total customer base of bank and approximate % growth?	Details Will be shared with the successful bidder
410	25	3.2.2 Data Quality	It should support sanitization, cleansing, standardization, de-duplication, enrichment and such other tasks.	Standardization & Cleansing of data is a complex activity and requires complex algorithms to be able to clean & standardize data basis indian landscape. Example : Standardize 'Mumb' or 'Mum' or 'Bombay' to Mumbai. Or, given a name "Rani Mehta", parse correctly the first name ('Rani') and last name ('Mehta') and also identify using complex algorithms if the person is Male/Female. Request bank to clarify if the tool should have pre-built libraries for standardization of INDIA specific data to be able to clean/sanitize and standardize indian context data.	Bidder is free to use any tool to accomplish sanitization, cleansing, standardization, de-duplication, enrichment and such other tasks.
411	25	3.2.3. Data Cleaning	The extracted data fields will be minutely checked for partial data, missing data, logical errors, pattern matching for same customer	Request bank to clarify if the tool should have a GUI interface making it easy for users to drag & drop and identify duplicates and cluster records using fuzzy logic	Bidder is free to bring any solution which accomplishes the desired task.
412	31	3.2.14. MIS, RBI ADF Project, RBI ADEPT Project and RBI CIMS Project	The RBI ADEPT and RBI CIMS solution should have the following features but should not be limited to	A lot of requirements under the section are of prime importance from enterprise usage, are complex in nature and can act as a value diffrentiator. These requirements are not covered under 3.4. Technical & Functional Specifications for bid scoring. **Example** : The solution should be capable to Geo-Location Tag for capturing bank and branch locational details. **Request the bank to include these requirements in the 3.4. Technical & Functional Specifications to keep parity in solutioning and bidding**	No Change

SI.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
413	23	3.2.1. ETL (Extract, Transform and Load) or ELT (Extract, Load and Transform)	ETL/ ELT Features	A lot of requirements under the section are of prime importance from enterprise usage, complex in nature and can act as a value diffrentiator. These requirements are not covered under 3.4. Technical & Functional Specifications for bid scoring. **Example** : The ETL/ ELT tool should provide for Multiple-user design environment with a governance mechanism to prevent corruption of data integration related objects, and also supports collaboration on large, enterprise wide projects. **Request the bank to include these requirements in the 3.4. Technical & Functional Specifications to keep parity in solutioning and bidding**	No Change
414	30	3.2.12. Web Portal	The solution should have a report designing tool with a GUI to enable the end user with the flexibility to add/drop data fields/ elements to generate various reports with scheduling facility that are required to be automatically delivered to various authorities.	Kindly confirm if the bank intends to procure reporting solution which is GUI driven and enable users to create GUI driven reports, perform what-if analysis and is future ready to support AI/ML capabilites to enable bank to leverage it for future projects under insights & analytics	Please refer RFP document
415	21	3.1. Introduction	For example, in future, if a full-fledged Data Analytics Software is required, the bidder will simply 'Plug & Play' the Software to the existing solution based on mutually agreed cost with minimal efforts.	Request bank to confirm if the platform seeked to cover the need of the RFP is to be agnostic in nature and can support entire lifecycle (data management, reporting & analytics) , so that , the bank can , procure more modules (Plug & play) basis its future needs	The proposed sollution should be scalable so as to integrate the same for future requirements if any.
416	21	3.1. Introduction	The Solution should be a whole suite with components ranging from ETL/ ELT to Reporting/ Analytics	Request bank to confirm if the bank intends to procure license of the analytics tool (through this RFP) in conjuction with whole suite of components to meet RFP requirement to ensure seamless connectivity (plug & play)	Bidder need to provide the solution as per the requirement specified in the RFP Document. Currently, Analytics activity is not a part of the RFP.
417	26	3.2.5. Sizing of Hardware and Software	The successful bidder should make sure that the solution should be adaptive and responsive to allow integration of applications which may be used by bank in future.	Does components of solution to be proposed be cloud ready? With nearly all banks experimenting with hybrid-cloud setup, we recommend the bank to procure a solution which is cloud ready and fulfills the future needs of the bank (if ever) and also save on transformational cost.	Presently Bank has no plan for Switching to cloud.
418	21	3.1. Introduction	Data Acquisition Layer- This layer intends to collect data from different data sources viz. CBS, EFT Switch, Treasury, Internet Banking, Mobile Banking, EXIM and other systems.	Request bank to share list of all probable source systems to integrate with elaborating 'other systems' or share total number of source systems for scoping purpose.	Please refer the RFP Document.
419	22	3.1. Introduction	2. Data Conversion Layer- The data collected from different data sources is then treated with various processes extraction, validation, cleansing, transformation, etc. to derive correct and consistent data. The suitable ETL/ ELT process should be defined keeping in view of the Bank's Data Warehouse/ Business Intelligence Solution in the Background.	Bank asked product to 'Support a variety of data sources' but here we are looking for your recommended and standard practice to integrate with source systems, for example: via file extracts, direct database connection, etc. Also, also let us know the frequency of the data consumption	Bidder is expected to extract the incremental data from the source system.
420	22	3.1. Introduction	3. Data Integration & Storage Layer- The cleaned data is then integrated and stored in Centralized Data Repository/ MIS Database.	What is the preferred database for Bank for Centralized Data Repository/ MIS Database	Please refer RFP document
421	22	3.1. Introduction	4. Data Submission Layer- The data stored in MIS Database is then used to generate various reports for Bank and other Regulatory Authorities. RBI ADF, RBI ADEPT and RBI CIMS projects will rely exclusively on MIS Database for generation of various reports which in turn will be shared with RBI and other authorities through system to system interface or other means.	Request Bank to share intended format of the reports. Are you looking for direct integration with RBI ADF, RBI ADEPT and RBI CIMS from MIS system and recommend Bank's standrad practice to integrate with external systems	The RFP point is self explanatory.
422	22	3.1. Introduction	API: Provides an API for integration with other Bank's web applications	Request Bank to share type and probable list of APIs to to intrgrate with or total number of APIs for scoping purpose.	To be shared with successful bidder.
423	25	3.2.2. Data Quality 3.2.3. Data Cleaning	Data Quality and Data Cleansing	Is there any requirement of Customer entity resolution using complex deduplication methods (like Fuzzy match)	Bidder is free to bring any solution which accomplishes the desired task.
424	27	3.2.5. Sizing of Hardware and Software	17. DC & DR Setup including replication.	Request Bank to share list of replication components i.e. Database, file systems, binaries etc and recommend Bank's standard practice	Everything which is in DC production should be replicated to DR.
425	56	5.8. Payment Terms	System Requirement Specification and analysis - 10% Completion of Gap Analysis and Implementation of CDR with the Hardware provided by Bank - 10% UAT Sign Off of 60% Reports - 45% UAT Sign Off of 80% Reports - 20% Completion of Project Implementation (100% of Project Implementation) - 15%	Request Bank to modify milestones for implemntation as below:- • Advance on Contracts Sign-off and Service kick off meetings – 20% • Installation of 1 environment – 15 % • Release of Design document – 20% • Release environment for User Acceptance Test (UAT) -20% • User Acceptance Testing (UAT) Sign-off – 20% • Production Deployment - 5%	No Change
426	59	5.13. Penalty		Request bank to drop penalty section for solution implementation/delivery	No Change

Sl.No	RFP Page Number	RFP Clause No.	RFP Existing Clause	Query/Suggestions	Bank's Reply
427	61	5.14. Liquidated damages		Request bank to drop Liquidated Damages section for solution implementation/delivery	No Change
428	70	Eligibility Criteria Point 6	The Bidder and OEM should have at least one of the below mentioned certificate which is valid as on the date of RFP submission -ISO 9001:2015 or above -CMMI Level 3 or above	Request Bank to Modify this clause to :- The Bidder should have at least one of the below mentioned certificate which is valid as on the date of RFP submission -ISO 9001:2015 or above -CMMI Level 3 or above	The Bidder / OEM should have at least one of the below mentioned certificate which is valid as on the date of RFP submission • ISO 9001:2015 or above • CMMI Level 3 or above
429		General		1. General Eligibility: o The proposed solution / tool should be a Leader in the Gartner Magic Quadrant for Data Sciences and Machine Learning Platforms in the preceding last three years OR The proposed solution should be a Leader / Visionaries in the Gartner Magic Quadrant for Analytics and Business Intelligence Platforms in the preceding last three years. The proposed solution should be a licensed version and should be supported by a Bidder / OEM.	No Change
430		General		2. Extending the Existing Stack: Bidder is required to use the existing Data Management and BI License available with the Bank for ADF & MIS Requirements. In case of additional licenses required for the existing tools available with the bank, Bidder to buy and supply the required quantity of License related to Data Management, BI and Analytics from the OEM for the contract period to deliver internal and regulatory MIS reporting and Analytics for usage in a suitable manner in line with the requirements of the RFP.	No Change
431		General		Contract Period Start Date- As per Commercial Bid, the FM Resource Cost is to be quoted from 1st year but the Contract Start date is mentioned in RFP to be from Go-Live date.	The FM Cost and the Contract Start date would be Project Go-Live date.